BOARD AGENDA
Regular Board Meeting
MIDWEST CITY - DEL CITY PUBLIC SCHOOLS
Monday, December 11, 2023, at 6:00 PM
Mid-Del Board of Education, Board Room
7217 S.E. 15th St.
Midwest City, Oklahoma 73110

Following is a list of the business to be conducted by the Board of Education at the above mentioned meeting. The Board of Education may discuss, make motions and vote upon all matters appearing on this Agenda. Such votes may be to adopt, reject, table, reaffirm, rescind, or take no action on any Agenda matter.

I. Opening Exercises:

A. Call to Order and roll-call recording of members present and absent

B. Moment of Silence

C. Flag Salute

II. Consent Agenda
All of the following items, which concern reports and items of a routine nature normally approved at a board meeting, will be approved by one vote unless any board member desires to have a separate vote on any or all of

these items. The consent agenda consists of the discussion, consideration, and approval of the following items:

A. Approval of the agenda

B. Vote to approve Minutes of the following Board meeting:

   1. Regular Board Meeting
      November 13, 2023

C. Vote to approve the following items:

   1. Monthly Financial and Investment Report for month ending November 30, 2023:

      a. Treasurer's Report

      b. Encumbrances

      c. Warrant Register

      d. Lease Revenue

   2. School Activity Funds

      a. Transfers within Bank

      b. New Accounts

   3. Vote to approve Blanket Position Salary Reserves Report for FY 2023-2024.

D. Vote to approve out-of-state or overnight travel requests:

1. Randa Mitchell and CAHS Vocal Music to travel to Branson, MO on April 12-14, 2024 to perform as an opening act for a Branson show and clinic with performers. Expenses to be paid by Sanctioned Organization Funds, Personal Funds, and Donations.
2. Sean Johnson, Landry Tucker, and Del City High School Band to travel to St. Louis, MO on April 11-14, 2024 to perform and compete in the music program, Music in the Parks. Expenses to be paid by Sanctioned Organization Funds.
3. Kristy Cooper, Amanda Shatswell, Katy Mathis, Stephanie Terry, and DCHS Travel Club to travel to Switzerland, Italy, and France on March 17-27, 2024. Expenses to be paid by Personal Funds and Donations. Originally, BOE approved September 11, 2023, but dates have changed.
4. Gabriella Laborde and Courtney Beachel, Special Services, to travel to New Orleans, LA on February 13-17, 2024 to attend NASP Convention 2024. Expenses to be paid by Professional Development, Project Codes 615/621.
5. Meagan Bryant-Admin, Shelby White-DCHS, Jason Brown-CAHS, Shawnda Black-Country Estates, Brandi York-MCMS, Kayla New Tilley-DCMS, Angela Wages-CAMS, Samantha Brathwaite-Tinker, and Samantha Tuter-DCHS to travel to San Diego, CA on February 20-23, 2024 to attend National School Counseling Leadership Conference. Expenses to be paid by Title I-Project 511 and Carl Perkins-Project 421.
6. Kristy Cooper and DCHS Student Council to travel to Albuquerque, NM on June 19-24, 2024 to attend Vision Nationals Conference/Oklahoma Association of Student Councils. Expenses to be paid by School Activity Fund 869-Student Council, Sanctioned Organization Funds, Personal Funds, and Donations.
7. Diana Williams, Admin, to travel to San Antonio, TX on February 7-10, 2024 to attend Texas Music Educators Conference. Expenses to be paid by Activity Account 950-Fine Arts.
8. Travis Miller and Carl Albert High School Band to travel to Tulsa, OK on January 17-20, 2024 to attend All State Orchestra Clinic and Concert. Expenses to be paid by Sanctioned Organization Funds.
9. Sean Johnson, Landry Tucker, and Del City High School Band to travel to Tulsa, OK on January 17-20, 2024 to attend OkMEA All-State Jazz Ensemble. Expenses to be paid by Sanctioned Organization Funds.
10. Josh Norman and CAHS Swim Team to travel to Jenks, OK on January 19-20, 2024 to attend Jenks Trojan Invitational. Expenses to be paid by Sanctioned Organization Funds.
11. Marty Marks, Mark Hensley, and Midwest City High School Band to travel to Tulsa, OK on January 17-20, 2024 to attend OkMEA All-State Winter Competition. Expenses to be paid by Sanctioned Organization Funds.
12. David Handy, Del City Middle School, to travel to San Antonio, TX

on February 7-10, 2024 to attend Texas Music Educators Association Clinic/Convention. Expenses to be paid by Personal Funds and Subs to be paid by General Fund-826.
13. Caleb Jones, Del City Middle School, to travel to San Antonio, TX on February 7-10, 2024 to attend Texas Music Educators Association Clinic/Convention. Expenses to be paid by Personal Funds and Subs to be paid by General Fund-826.
14. Sean Johnson, Del City High School, to travel to San Antonio, TX on February 7-10, 2024 to attend Texas Music Educators Association Clinic/Convention. Expenses to be paid by Personal Funds and Subs to be paid by General Fund-826.
15. Landry Tucker, Del City High School, to travel to San Antonio, TX on February 7-10, 2024 to attend Texas Music Educators Association Clinic/Convention. Expenses to be paid by Personal Funds and Subs to be paid by General Fund-826.
16. Taylor Selvey and Carl Albert Middle School Choir to travel to OKC Convention Center on January 11-13, 2024 to participate in OKCDA Junior High All-State Choir. Expenses to be paid by Student Activity Fund 868-Vocal Music and Sanctioned Organization Funds.

III. Recognitions

A. Teacher Grant Recipients - Ms. Barks

B. Carl Albert High School - Ms. Goggans

Pom All-State
Keely Baker
Mariah Brown
Cadance Burke

Softball All-State
Kaylee Davis
Ausha Moore

The Carl Albert Titan Football team won the Class 5A State Championship. This is Carl Albert's 18th State Championship in football.

IV. Information

A. Public Participation

Persons who address the Board during the public participation portion of the regular Board meeting must meet the following qualifications:

1. Not, use the public participation portion of the Board meeting to make slanderous, abusive and personal statements against any individual. The President of the Board may rule any speaker out of order who makes such statements.

2. Not, speak regarding litigation pending against the District or employees of the District.

3. Not, speak regarding a matter that is currently the subject of an investigation being conducted by the District or its agents or attorneys, or which is the subject of an ongoing criminal investigation.

4. In order for the Board to fulfill its obligation to complete the planned agenda in an effective and efficient fashion, a single public participation period of thirty (30) minutes will be permitted at each meeting. Each person who wishes to speak will be allotted five (5) minutes until the total time of 30 minutes is used. Groups consisting of three (3) or more persons shall designate a spokesperson that will be given five (5) minutes to speak for and represent the group.

B.

C. Superintendent's Report - Dr. Cobb

D. Academic Accolades - Dr. Broiles

1. The Writing Project - Tracy Hunt

V. Vote to approve or not approve the 2024-2025 Mid-Del Schools Calendar.- Dr. Broiles

VI. Vote to approve or not approve to enter into a contract with Elevate K-12.- Dr. Broiles

VII. Vote to approve or not approve the revision of Policy C-9, Public Access to School District Records.- Ms. Boyer

VIII. Vote to approve or not approve the purchase of a Legacy Classical Acoustical Shell from Wegner Corporation for a total of $35,789.40. Expense will be paid by Bond Fund 36, Project 023. Wegner Corporation is a sole source vendor.- Ms. Diana Williams

IX. Vote to approve or not approve revision to policy J-16, Drug and Alcohol Abuse Policy.- Ms. Bryant

X. Vote to approve or not approve the purchase of embedded coaching and training days at Epperly Heights Elementary and Parkview Elementary for the 2023-2024 school year.- Ms. Brown

XI. Vote to approve or not approve the purchase of a new audio/video solution for the Learning Services Center from ImageNet Consulting-OKC for a total of $74,103.66 per TIPS pricing contract #230105. Expenses to be paid by Bond 36, Project 078 and Bond 35, Project 044.- Ms. Rennick White

XII. Vote to approve or not approve to renew the contract with CMSWillowbrook for Districtwide Master Facilities Assessment and Bond Planning & Administration to provide construction management services on all Bond 37 construction projects during the 2023-24 fiscal year. The original contract was approved at the Board Meeting on June 13, 2022.- Mr. Bryan

XIII. Vote to approve or not approve the architectural contracts with Larson Design Group (LDG/LWPB), MA+ Architecture, Michael McCoy Architects, and Design Architects Plus for planning, programming, and design development services on various Bond 37 construction projects during the 2023-2024 fiscal year.- Mr. Bryan

XIV. Human Resources

A. Vote to approve or not approve all actions recommended in the Human Resources Reports: - Ms. Huston

5. Certified

6. Non-Certified

7. Child Nutrition

8. Transportation

B.

C. Vote to approve or not approve an Assistant Director of Transportation.- Ms. Huston

XV. New Business
Item(s) that could not have been foreseen or known about at the time the agenda was posted which need action at this Board meeting.

XVI. Adjourn
This agenda was posted at the Board of Education Center, 7217 S.E. 15th Street, Midwest City, Oklahoma, on December 7, 2023, at 3:20 PM, in accordance with the Open Meeting Law.

The next Regular Board Meeting is scheduled for January 8, 2024.

2023-2024
Flag Salute Schedule

According to the schedule below, students will be invited to lead the flag salute to open the Board of Education meeting. **At least two weeks prior to each Board Meeting date, please select a student who would like to do this.** Please note: In an effort to help our students hone their public speaking skills, we will ask the student to introduce himself/herself to those attending the meeting, introduce anyone with them, tell what school they attend, and share something about school with the group. Please "practice" this to ease the student's apprehension. **Please complete this form and send to Diane along with a picture of the student and the bio (Example: accomplishments, activities, hobbies, favorite subject(s), siblings, etc.).**

Student's Name: Gabrielle Foster

Student's Grade: 5th Grade

Student's Teacher: Ms. Julie Glisson

Parent(s) Names: D'Andre & Krystle

Please ask the student and parent(s) to arrive at about 5:45 P.M. They will be introduced to the Board of Education and have an opportunity to visit with the Board Members informally prior to the meeting.

Monday, September 11, 2023	Epperly Heights Elementary
Monday, October 9, 2023	Midwest City Elementary
Monday, November 13, 2023	Parkview Elementary
Monday, December 11, 2023	Pleasant Hill Elementary
Monday, January 8, 2024	Ridgecrest Elementary
Monday, February 12, 2024	Schwartz Elementary
Monday, March 11, 2024	Soldier Creek Elementary
Monday, April 8, 2024	Tinker Elementary
Monday, May 13, 2024	Townsend Elementary

Introducing Gabrielle Foster, a remarkable 10-year-old currently thriving in 5th grade at Pleasant Hill Elementary. Gabrielle possesses a passion for learning, evident in her outstanding academic performance as a straight-A student. Alongside her dedication to academics, Gabrielle actively participates in various extracurricular activities, demonstrating her well-rounded nature. Gabrielle is an avid reader and proud member of the book club, where she engages in thought-provoking discussions and explores new literary adventures. She also excels in athletics, showcasing her skills in basketball and track. Through her involvement in these sports, Gabrielle learns the value of perseverance, teamwork, and discipline. Not only does Gabrielle excel in her academic and athletic pursuits, but she is also an active member of Progressive Baptist Church, where she actively engages in community activities and explores her spirituality. Her participation in various church programs highlights her commitment to personal growth and the fostering of strong moral values. Gabrielle comes from a loving and supportive family. Her parents, D'Andre and Krystle, deeply encourage and inspire her to reach her full potential in all aspects of life. Additionally, Gabrielle brightens the lives of her family as a caring older sister to her 3-year-old brother, Demias. Overall, Gabrielle Foster is a remarkable young individual who embraces intellectual curiosity, actively participates in her school and community, and embodies the qualities of integrity and dedication. With her drive and well-rounded nature, there is no doubt that Gabrielle's future holds remarkable achievements and continued success in all her endeavors.

MINUTES

Members of the Board of Education of Independent School District No. 52, Midwest City-Del City Schools, met in Regular Session on Monday, November 13, 2023 at 6:00 PM., in the Board Room of the School Administration Building,7217 S.E. 15th Street, Midwest City, Oklahoma. A copy of the agenda was posted on the front doors of the Administration Building on November 9, 2023, at 10:00 AM.

Opening Exercises:
Dr. Kirk called the meeting to order at 6:00 p.m.

Board Members
Dr. Silvya Kirk – Present
Dr. Ed Daniel – Absent
Mr. Le Roy Porter – Present
Mr. Julian Biggers – Present
Ms. Gina Standridge – Present

Others Present
Ms. Kandy Perkins, Deputy Minutes Clerk

Principals/Asst. Principals
Mr. Allen Bellmyer, Ms. Suzanna Bennett, Ms. Leslie Berger, Ms. Darcy Budde, Ms. Donna Collier, Mr. Steve Gilliland, Ms. Kristin Goggans, Ms. Charita Hunt, Ms. Kathy Kirk, Ms. Caren Rickwalt, Ms. Mary Styers, Ms. Kenyelle Williams, Ms. Ginger York

ACT
Ms. Lori Burris

Superintendent
Dr. Rick Cobb

Deputy Superintendent
Dr. LaShonda Broiles

Chief Financial Officer
Ms. Jacqueline Woodard

Assistant Superintendent
Ms. Pam Huston

Assistant Superintendent of MDTC
Ms. Becki Foster

Exec. Directors, Directors, Asst. Directors
Mr. Clint Arnold, Ms. Stacey Boyer, Ms. Lacey Brown, Mr. Mike Bryan, Ms. Meagan Bryant, Mr. Andy Collier, Ms. Andra Gilkey, Ms. Heather Graham, Ms. Devyn Johnson, Mr. Blake McCrabb, Ms. Megan Tibbits, Ms. Erin Rennick White, Mr. Larry Stephenson, Ms. Tressa Wilson, Ms. Heather Young

Instructional Facilitators/Coordinators
Ms. Alley Hood

We observed a moment of silence.

Flag Salute - Briley Stowe from Parkview Elementary led the flag salute.

II. **Consent Agenda**
Motion was made by Mr. Porter and seconded by Mr. Biggers to vote to approve Items A-G on the Consent Agenda.

A. Approval of the agenda

B. Vote to approve Minutes of the following Board meetings:

1. Regular Board Meeting
a. October 9, 2023

2. Special Board Meetings
a. October 10, 2023
b. October 18, 2023
c. November 7, 2023

C. Vote to approve the following items:

1. Monthly Financial and Investment Report for month ending October 31, 2023:

a. Treasurer's Report

b. Encumbrances

c. Warrant Register

d. Lease Revenue

2. School Activity Funds

a. Transfers within Bank

b. New Accounts

3. Vote to approve Blanket Position Salary Reserves Report for FY 2023-2024.

D. Vote to approve renewal of 403(B) Third Party Administrator, the OMNI Group, for CY 2024 for services such as reporting, monitoring maximum contribution, distribution of payments to the various vendors, and servicing employees' requests for new contributions and withdrawals.

E. Vote to approve sanctioning applications from School Activity Funds for FY2023-2024 for the following:

SITE	GROUP
CARL ALBERT MIDDLE SCHOOL	BAND
CARL ALBERT HIGH SCHOOL	FOOTBALL
CARL ALBERT HIGH SCHOOL	POM
DEL CITY MIDDLE SCHOOL	PTA
DEL CITY HIGH SCHOOL	SOFTBALL

F. Vote to approve renewal of Google Workspace for Education from CDW Amplified for $57,375.00, to be paid by Bond Fund 35.

G. Vote to approve out-of-state or overnight travel requests:
1. Judy Tibbs and Carl Albert Middle School Pom to travel to Tomball, TX on December 2,

2023 to compete and learn from elite teams. Expenses to be paid by Sanctioned Organization Funds.
2. Jamie Shawver and Del City High School Boys Wrestling team to travel to Geary, OK on January 5-6, 2024 to compete in the Boys Wrestling Invitational. Expenses to be paid by Sanctioned Organization Funds.
3. Jamie Shawver and Del City High School Girls Wrestling team to travel to Cache, OK on December 8-9, 2023 to compete in the Cache Invitational. Expenses to be paid by Sanctioned Organization Funds.
4. Jamie Shawver and Del City High School Boys Wrestling team to travel to Coweta, OK on December 14-15, 2023 to compete in the Coweta Tournament and Dual. Expenses to be paid by Sanctioned Organization Funds.
5. Patrick Borror, Midwest City High School, Guy Mitchell, Del City High School, Midwest City High School Concert Choir, and Del City High School Theater to travel to Seattle, WA on May 22-29, 2024 to experience new environment and culture and to observe, meet, and work with professional artists in the area. Expenses to be paid by Sanctioned Organization Funds.
6. Randa Mitchell and Carl Albert High School Vocal Music to travel to Tulsa, OK on January 18-20, 2024 to participate in Oklahoma All State Honor Choir. Expenses to be paid by Sanctioned Organization Funds, Personal Funds, and Donations.
7. Randa Mitchell and Carl Albert High School Vocal Music to stay overnight at OKC Convention Center on January 11-13, 2024 to participate in Oklahoma All State Honor Choir. Expenses to be paid by Sanctioned Organization Funds, Personal Funds, and Donations.
8. Captain John Keilty, Senior Chief Danny Moreaux, and DCHS NJROTC Unit to travel to Camp Clark in Nevada, MO in June 2024 (date TBD) to participate in advanced group military training with cadets from a myriad of units from other states. Expenses to be paid by School Activity Fund 947-ROTC, Navy, Personal Funds, and Donations.
9. Captain John Keilty and Senior Chief Danny Moreaux, Del City High School, to travel to Knoxville, TN in April 2024 (date TBD) to attend NJROTC Conference. Expenses to be paid by Project 775-Navy Reimbursement.
10. Judy Tibbs and Carl Albert Middle School Pom to travel to Orlando, FL on February 8-13, 2024 to compete in DTU National Championship. Expenses to be paid by Sanctioned Organization Funds.
11. Cindy Burns and Kat Shadron, MCHS, to travel to New York City, NY on February 27-March 2, 2024 to attend Innovative Schools Summit. Expenses to be paid by Title I, Project Code 511.

Roll call vote: Mr. Biggers, Aye; Ms. Standridge, Aye; Mr. Porter, Aye; Dr. Kirk, Aye. Motion carried.

III. Recognitions

A. RISE Awards - Ms. Huston

B. **Carl Albert High School- Ms. Goggans**
Art - Josh Norman, Teacher
2023 County Commissioners Art Awards

2023 Theme: "Oklahoma Skies"
Lars Brewer, Senior - 1st Place/Medium:Photography
Caitlyn Grove, Senior - 2nd Place/Medium:Photography
Rylee Reese, Senior - 3rd Place/Medium:Photography
Colton Johnson, Senior - Honorable Mention/Medium:Photography

Choir - Randa Mitchell, Director
COCDA Members:
Jamiah Adams
Charlee Barks
Cadence Buck
Tamea Cotton
Riley Davison
Austin Fisicaro
Madyson Hamilton
Kaeley Larson
London Owens
Lauren Park
Sydney Pride
Tre Robinson
Ella Severt
Stella Shupe
Eli Stephens
Peja West

Drama - Olivia Adams, Director
One Act Play All Star Cast Members:
Everett Ryan
Austin Fisicaro
Benjamin Walters
Lauren Park
Andrea Willis
Mustang State Festival - Outstanding Company
Deer Creek One Act Festival - Outstanding Tech, Fan Favorite

C. **Carl Albert Middle School - Ms. Budde**
Choir - Taylor Selvey, Director
COCDA JH Treble Choir:
Journey Joseph
Lillian Woodard
COCDA JH Mixed Choir:
Cohen Colwell
Luke Goodman
Liam Oudit

Orchestra - Lauren Meaders, Director
North Central Honor Orchestra:
Meredith Curtis, 8th-9th Grade, Viola
Daniel Barron, 7th Grade, Double Bass

D. **Midwest City High School- Ms. Berger**
Drama - Kristi Reise, Director
DeBrail Davis, All Star Actor for OSSAA 6A One-Act Competition

E. **Midwest City Middle School- Ms. Williams**
Orchestra - Meagan McCrary, Director
Leilani Raposa, 7th Grade, North Central Honor Orchestra

IV. **Information**

A. Public Participation – None

B. Dr. Cobb presented the Superintendent's Report (attached)

C. Ms. Foster and Mr. McCrabb presented the Mid-Del Technology Center Report (attached)

V. Dr. Cobb requested the Board vote to approve a Resolution to the Oklahoma County Election Board for election of School Board Member Seat No. 4. Motion was made by Mr. Biggers and seconded by Mr. Porter to vote to approve a Resolution to the Oklahoma County Election Board for election of School Board Member Seat No. 4.

Roll call vote: Mr. Biggers, Aye; Ms. Standridge, Aye; Mr. Porter, Aye; Dr. Kirk, Aye. Motion carried.

VI. Mr. Zack Robinson requested the board discuss, consider, and vote to approve the following items relative to the $7,560,000 General Obligation Building Bonds, Series 2023B.

a. Motion was made by Mr. Porter and seconded by Mr. Biggers to award the $7,560,000 General Obligation Building Bonds, Series 2023B, to the lowest and best bidder, Piper Sandler & Co at an average rate of interest of 3.674667%.

Roll call vote: Ms. Standridge, Aye; Mr. Porter, Aye; Mr. Biggers, Aye; Dr. Kirk, Aye. Motion carried.

b. Motion was made by Mr. Porter and seconded by Mr. Biggers to adopt Resolution providing for the issuance of the District's $7,560,000 General Obligation Building Bonds, Series 2023B, and matters related thereto including designation of bonds under the Internal Revenue Code and approving official statement, SEC Rule 15(c)2-12(b)(5) compliance, form of bonds, levy of an annual tax for the payment of principal and interest on the same; and fixing other details of the issue.

Roll call vote: Mr. Porter, Aye; Mr. Biggers, Aye; Ms. Standridge, Aye; Dr. Kirk, Aye. Motion carried.

VII. Ms. Woodard requested the Board vote to approve Policy B-28, Equal Opportunity Education Scholarship Tax Credit. Motion was made by Mr. Porter and seconded by Ms. Standridge to vote to approve Policy B-28, Equal Opportunity Education Scholarship Tax Credit.

Roll call vote: Mr. Biggers, Aye; Ms. Standridge, Aye; Mr. Porter, Aye; Dr. Kirk, Aye. Motion carried.

VIII. Ms. Woodard requested the Board vote to approve a Resolution for the Mid-Del Public Schools Foundation to accept qualifying donations pursuant to the Oklahoma Equal Opportunity Education Scholarship Act (68 O.S. § 2357.206), which became law effective November 1, 2021. Motion was made by Mr. Porter and seconded by Mr. Biggers to vote to approve a Resolution for the Mid-Del Public Schools Foundation to accept qualifying donations pursuant to the Oklahoma Equal Opportunity Education Scholarship Act (68 O.S. § 2357.206), which became law effective November 1, 2021.

Roll call vote: Ms. Standridge, Aye; Mr. Porter, Aye; Mr. Biggers, Aye; Dr. Kirk, Aye. Motion carried.

IX. Ms. Woodard requested the Board vote to approve the 2023-2024 Budget Amendment #1 for Fund 11 (General Fund) increase of $3,649,235, Fund 12 (Co-Op Technology Center Fund) increase of $26,301, and Fund 21 (Building Fund) increase of $667,674. Motion was made by Mr. Porter and seconded by Ms. Standridge to vote to approve the 2023-2024 Budget Amendment #1 for Fund 11 (General Fund) increase of $3,649,235, Fund 12 (Co-Op Technology Center Fund) increase of $26,301, and Fund 21 (Building Fund) increase of $667,674.

Roll call vote: Mr. Biggers, Aye; Mr. Porter, Aye; Ms. Standridge, Aye; Dr. Kirk, Aye. Motion carried.

X. Ms. Brown requested the Board vote to approve the purchase of a 2024 Ford Expedition Max XL 4X2 from Joe Cooper Ford to serve homeless students who need transportation. The cost is $57,488.00 based on state contract SW0035 and will be paid from ARP ESSER III, Homeless I and II, project codes 796 and 797. Motion was made by Mr. Biggers and seconded by Mr. Porter to vote to approve the purchase of a 2024 Ford Expedition Max XL 4X2 from Joe Cooper Ford to serve homeless students who need transportation. The cost is $57,488.00 based on state contract SW0035 and will be paid from ARP ESSER III, Homeless I and II, project codes 796 and 797.

Roll call vote: Ms. Standridge, Aye; Mr. Biggers, Aye; Mr. Porter, Aye; Dr. Kirk, Aye. Motion carried.

XI. Ms. Rennick White requested the Board vote to approve a service substitution for hardware that was approved at the March 8, 2021 board meeting. We will be exchanging 221 extra switches for 1,000 Meraki Wi-Fi 6 Access Points. After substituting the products, the cost of labor to install the access points will be $41,243.00, which will be paid by Bond Fund 35, Project Code 044. Motion was made by Mr. Porter and seconded by Mr. Biggers to vote to approve a service substitution for hardware that was approved at the March 8, 2021 board meeting. We will be exchanging 221 extra switches for 1,000 Meraki Wi-Fi 6 Access Points. After substituting the products, the cost of labor to install the access points will be $41,243.00, which will be paid by Bond Fund 35, Project Code 044.

Roll call vote: Mr. Porter, Aye; Mr. Biggers, Aye; Ms. Standridge, Aye; Dr. Kirk, Aye. Motion carried.

XII. Ms. Rennick White requested the Board vote to approve the purchase of 425 Meraki WiFi 6 Access Points to fulfill our ability to upgrade the majority of our district's wireless infrastructure. This purchase will supplement the 1000 access point service substitution. The cost and labor of these additional access points is $429,594.25 per Cisco State Contract #ITSW1006 and will be paid by Bond Fund 35, Project Code 044 and Fund 12 or Fund 23. Motion was made by Mr. Porter and seconded by Mr. Biggers to vote to approve the purchase of 425 Meraki WiFi 6 Access Points to fulfill our ability to upgrade the majority of our district's wireless infrastructure. This purchase will supplement the 1000 access point service substitution. The cost and labor of these additional access points is $429,594.25 per Cisco State Contract #ITSW1006 and will be paid by Bond Fund 35, Project Code 044 and Fund 12 or Fund 23.

Roll call vote: Mr. Biggers, Aye; Ms. Standridge, Aye; Mr. Porter, Aye; Dr. Kirk, Aye. Motion carried.

XIII. Ms. Wilson requested the Board vote to approve to enter into an agreement with You Matter Behavior Support Services, LLC to provide additional behavior support services for the 2023-2024 school year. The services will be provided on an hourly basis for an estimated cost up to $50,000.00, paid by Special Services fund, Project Code 621, Impact Aid fund, Project Code 592, and General Fund, Project Code 000. Motion was made by Mr. Porter and seconded by Ms. Standridge to vote to approve to enter into an agreement with You Matter Behavior Support Services, LLC to provide additional behavior support services for the 2023-2024 school year. The services will be provided on an hourly basis for an estimated cost up to $50,000.00, paid by Special Services fund, Project Code 621, Impact Aid fund, Project Code 592, and General Fund, Project Code 000.

Roll call vote: Ms. Standridge, Aye; Mr. Porter, Aye; Mr. Biggers, Aye; Dr. Kirk, Aye. Motion carried.

XIV. Mr. Arnold requested the Board vote to approve Midwest Bus Sales for procurement of two (2) new 2025 Freightliner 71 passenger buses at $148,861.00 each, two (2) new 2025 Freightliner 35 passenger buses at $151,189.00 each, and two (2) new 2023 Chevrolet (Minotaur) 14 passenger vehicles at $106,576.00 each for a total project cost of $813,252.00. Pricing per state contract #5032. Expenditure to be paid from Bond Fund 39, Project 053. Motion was made by Mr. Porter and seconded by Ms. Standridge to vote to approve Midwest Bus Sales for procurement of two (2) new 2025 Freightliner 71 passenger buses at $148,861.00 each, two (2) new 2025 Freightliner 35 passenger buses at $151,189.00 each, and two (2) new 2023 Chevrolet (Minotaur) 14 passenger vehicles at $106,576.00 each for a total project cost of $813,252.00. Pricing per state contract #5032. Expenditure to be paid from Bond Fund 39, Project 053.

Roll call vote: Mr. Biggers, Aye; Ms. Standridge, Aye; Mr. Porter, Aye; Dr. Kirk, Aye. Motion carried.

XV. Mr. Bryan requested the Board vote to approve to add Design Architects Plus to the list of firms approved by the Board on June 12, 2023 for architectural services on construction projects occurring during the 2023-2024 school year. Motion was made by Mr. Porter and seconded by Mr. Biggers to vote to approve to add Design Architects Plus to the list of firms approved by the

Board on June 12, 2023 for architectural services on construction projects occurring during the 2023-2024 school year.

Roll call vote: Mr. Porter, Aye; Ms. Standridge, Aye; Mr. Biggers, Aye; Dr. Kirk, Aye. Motion carried.

XVI. Ms. Foster requested the Board vote to approve a Training for Industry Program (TIP) with Hubbell in the amount of $89,884.91 to provide training for new employees. Expenditures will be paid by MDTC Fund 12 and reimbursed by Oklahoma Department of Commerce and/or the Oklahoma Department of Career and Technology Education. Motion was made by Mr. Porter and seconded by Ms. Standridge to vote to approve a Training for Industry Program (TIP) with Hubbell in the amount of $89,884.91 to provide training for new employees. Expenditures will be paid by MDTC Fund 12 and reimbursed by Oklahoma Department of Commerce and/or the Oklahoma Department of Career and Technology Education.

Roll call vote: Ms. Standridge, Aye; Mr. Biggers, Aye; Mr. Porter, Aye; Dr. Kirk, Aye. Motion carried.

XVII. Ms. Foster requested the Board vote to approve the purchase of a 2023 Ford F-150 4WD Supercrew Cab Truck from Joe Cooper Ford for a purchase price of $44,189.00 using State Contract SW0035. Expense to be paid by MDTC General Fund 12. Motion was made by Mr. Porter and seconded by Ms. Standridge to vote to approve the purchase of a 2023 Ford F-150 4WD Supercrew Cab Truck from Joe Cooper Ford for a purchase price of $44,189.00 using State Contract SW0035. Expense to be paid by MDTC General Fund 12.

Roll call vote: Mr. Porter, Aye; Mr. Biggers, Aye; Ms. Standridge, Aye; Dr. Kirk, Aye. Motion carried.

XVIII. Ms. Foster requested the Board vote to approve the revised total project cost of the mock plumbing house at MDTC that was Board approved on June 12, 2023. Motion was made by Mr. Porter and seconded by Ms. Standridge to vote to approve the revised total project cost of the mock plumbing house at MDTC that was Board approved on June 12, 2023.

Roll call vote: Mr. Biggers, Aye; Ms. Standridge, Aye; Mr. Porter, Aye; Dr. Kirk, Aye. Motion carried.

XIX. Human Resources

A. Ms. Huston requested the Board vote to approve all actions recommended in the Human Resources Reports:

- Certified
- Non-Certified
- Child Nutrition
- Transportation

Motion was made by Mr. Porter and seconded by Ms. Standridge to vote to approve all actions recommended in the Human Resources Reports:

- Certified
- Non-Certified

- Child Nutrition
- Transportation

Roll call vote: Ms. Standridge, Aye; Mr. Biggers, Aye; Mr. Porter, Aye; Dr. Kirk, Aye. Motion carried.

B. Ms. Huston requested the Board vote to approve adjunct teachers. Motion was made by Mr. Porter and seconded by Ms. Standridge to vote to approve adjunct teachers.

Roll call vote: Mr. Biggers, Aye; Mr. Porter, Aye; Ms. Standridge, Aye; Dr. Kirk, Aye. Motion carried.

XX. At 7:27 PM, motion was made by Ms. Standridge and seconded by Mr. Porter to convene into Executive Session for the purpose of:

A. Semi-annual confidential evaluation of Superintendent of Mid-Del Schools with no resulting vote intended, pursuant to Title 25 Section 307 (B)(1) of the Oklahoma Statutes and
B. Discussing employment compensation and/or terms of employment for Dr. Rick Cobb, Superintendent of Schools, pursuant to Title 25 Section 307 (B)(1).

Roll call vote: Mr. Biggers, Aye; Mr. Porter, Aye; Ms. Standridge, Aye; Dr. Kirk, Aye. Motion carried.

When the Board returned to Open Session, Dr. Kirk stated the following, "Let the minutes reflect that the Board returned to Open Session at 9:02 PM. Those present in Executive Session were Dr. Kirk, Mr. Porter, Mr. Biggers, Ms. Standridge, Dr. Cobb, and Ms. Woodard.

During Executive Session, we discussed the following:

A. Semi-annual confidential evaluation of Superintendent of Mid-Del Schools with no resulting vote intended, pursuant to Title 25 Section 307 (B)(1) of the Oklahoma Statutes and
B. Discussing employment compensation and/or terms of employment for Dr. Rick Cobb, Superintendent of Schools, pursuant to Title 25 Section 307 (B)(1).

No other matters were discussed and no votes were taken during Executive Session."

XXI. Mr. Porter made a motion to modify the Superintendent's contract as follows:

1. Increase base salary from $185,551.41 to $200,551.41 per year, retroactive from July 1, 2023.

2. Add an annuity of 5% of base salary, retroactive from July 1, 2023.

3. Add an auto allowance of $15,000 per year, retroactive from July 1, 2023.

Mr. Biggers seconded the motion.

Roll call vote: Ms. Standridge, Aye; Mr. Porter, Aye; Mr. Biggers, Aye; Dr. Kirk, Aye. Motion carried.

XXII. **New Business –** None.

XXIII. **Adjourn**

There being no further business requiring the Board's action, motion was made by Mr. Porter and seconded by Ms. Standridge to adjourn. The meeting adjourned at 9:06 PM.

Roll call vote: Mr. Porter, Aye; Ms. Standridge, Aye; Mr. Biggers, Aye; Dr. Kirk, Aye. Motion carried.

Dr. Silvya Kirk, President

Absent
Dr. Ed Daniel, Vice-President

Mr. Le Roy Porter, Clerk

Mr. Julian Biggers, Member

Ms. Gina Standridge, Member

Ms. Kandy Perkins, Deputy Minutes Clerk

MONTHLY FINANCIAL REPORT

November 30, 2023

BOE DATE: December 11, 2023

MID-DEL SCHOOLS
BANK RECONCILIATION
FOR THE MONTH ENDED November 30, 2023

	ACTIVE CASH BALANCE	INVESTMENTS	TOTAL
BEGINNING CASH BALANCE	60,991,446.46	-	60,991,446.46
DEPOSITS (RECEIPT AMT.)	7,770,303.44	-	7,770,303.44
NET INVESTMENTS	-	800,000.00	800,000.00
DISBURSEMENTS	(13,467,588.46)		(13,467,588.46)
ENDING LEDGER BALANCE	55,294,161.44	800,000.00	56,094,161.44
BALANCE PER BANK STATEMENTS			
MONEY MARKET - FIRST NATIONAL	11,594,639.88		11,594,639.88
INVESTMENT ACCOUNT - FNB & TRUST	-	800,000.00	800,000.00
INVESTMENT ACCOUNT - GOLDMAN SACH	43,193,365.15		43,193,365.15
FIRST NATIONAL BANK & TRUST CO	506,159.41	-	506,159.41
IBC BANK		-	-
		-	-
TOTAL BALANCE PER BANKS	55,294,164.44	800,000.00	56,094,164.44
VARIANCE	(3.00)	-	(3.00)
INTEREST NOT RECORDED	-	-	-
UNRECONCILED DIFFERENCE	(3.00)	-	(3.00)

PREPARED BY: Trista Tate 12/5/23 8:31 AM

REVIEWED BY: J. Woodard 12.5.23

TREASURER'S REPORT

ANALYSIS OF DEPOSITS AND DISBURSEMENTS

NOVEMBER 30, 2023

	General Fund (11)	Co-Op Tech Center Fund (12)	Building Fund (21)	Child Nutrition Fund (22)	Tech Building Fund (23)	Bond Fund of 2013 (34)	Bond Fund of 2018 (35)	Bond Fund of 2020 (36)	Bond Fund of 2023 (37)	Bond Fund of 2018 (39)	Sinking Fund (41)	Insurance Fund (86)	Subtotal (Funds Held Directly by Treasurer)	Activity Fund (64)/(65)/(66)*	Child Nutrition Activity Fund (69)*	Workers' Compensation Fund (83)*	Total All Funds
Balance Forward	14,706,764.67	8,727,308.58	5,232,449.11	3,577,958.77	10,368,858.29	(0.00)	7,775,015.80	3,760,426.70	-	1,474,300.62	4,844,953.70	1,323,410.22	61,791,446.46	2,941,102.77	76,439.89	238,698.23	65,047,687.35
Plus: Deposits	6,896,760.83	379,222.98	182,895.59	56,501.97	-	-	43,003.57	20,826.57	151,716.72	8,220.62	31,154.59	-	7,770,303.44	**	**	**	*
Less: Disbursements	11,482,318.75	790,440.78	357,244.57	523,408.67	130,861.68	-	110,077.14	59,858.87	-	-	-	13,378.00	13,467,588.46	**	**	**	*
Ending Balance	10,121,206.75	8,316,090.78	5,058,100.13	3,111,052.07	10,237,996.61	(0.00)	7,707,942.23	3,721,394.40	151,716.72	1,482,521.24	4,876,108.29	1,310,032.22	56,094,161.44	2,911,304.63	136,180.26	237,682.65	59,379,328.98
Less: Outstanding Warrants	193,874.26	36,588.57	36,532.43	170,923.83	150,807.67	-	36,071.72	-	-	-	0.00	-	624,798.48	*	**	*	*
Balance Subject to Outstanding Warrants	9,927,332.49	8,279,502.21	5,021,567.70	2,940,128.24	10,087,188.94	(0.00)	7,671,870.51	3,721,394.40	151,716.72	1,482,521.24	4,876,108.29	1,310,032.22	55,469,362.96	*	**	*	*

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* Balance is taken directly from current month bank statements.

TREASURER'S REPORT
SUMMARY OF OPERATING AND INVESTMENT FUNDS
NOVEMBER 30, 2023

DEPOSITORY INSTITUTION	FNB Community	Bank*** of Oklahoma	Sovereign Bank	IBC MWC	TOTAL
OPERATING FUNDS:					
Operating, MAPS, Bond Funds**	11,594,636.88	-	506,159.41	-	12,100,796.29
					-
Workers Comp. Fund	-	-		237,682.65	237,682.65
					-
School Activity Funds	2,356,404.66	-	554,899.97		2,911,304.63
					-
Child Nutrition Activity Funds	136,180.26	-		-	136,180.26
Subtotal	14,087,221.80	-	1,061,059.38	237,682.65	15,385,963.83
INVESTMENT FUNDS:					
School District Funds		43,193,365.15	800,000.00		43,993,365.15
					-
Workers Comp. Fund					-
					-
School Activity Funds					-
					-
Child Nutrition Activity Fund					-
Subtotal	-	43,193,365.15	800,000.00	-	43,993,365.15
GRAND TOTAL	14,087,221.80	43,193,365.15	1,861,059.38	237,682.65	59,379,328.98
SECURITIES PLEDGED:					
Original Face Value	213,974,676.00	-	895,000.00	-	214,869,676.00
Current Market Value	62,625,445.19	-	899,233.70	-	63,524,678.89
% PLEDGED:*					
Original Face Value	1521%	-	143%	FDIC	1332%
Current Market Value	453%	-	163%	FDIC	412%

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* Each account is additionally insured for $250,000.00 by the FDIC. This amount is included in this percentage. (First National Bank Midwest City and First National Bank Del City Branch are considered one account.) Board policy requires collateral at 110%.

**Bond funds and MAPS fund accounts have been combined into our main bank account at FNB Community.

***Bank of Oklahoma Money Market account funds distributed amongst multiple investment funds each fully insured by FDIC.

TREASURER'S REPORT
DISTRIBUTION OF OPERATING AND INVESTMENT FUNDS
NOVEMBER 30, 2023

DEPOSITORY INSTITUTION	TYPE	RATE*	PURCHASE DATE	MATURITY DUE	FNB** Community	Bank of Oklahoma	Sovereigh Bank	IBC MWC	TOTAL
OPERATING FUNDS:		%							
Operating, MAPS, Bond Funds**	Money Market	1.76%	N/A	N/A	11,594,636.88				11,594,636.88
	Money Market	4.00%	N/A	N/A			506,159.41		506,159.41
Workers Comp. Fund	Money Market	1.00%	N/A	N/A				237,682.65	237,682.65
	(Checking)								
School Activity Funds	Money Market	2.53%	N/A	N/A	1,629,477.40				1,629,477.40
Tech Center	Money Market	1.76%	N/A	N/A	726,927.26				726,927.26
	(Checking)	4.00%	N/A	N/A			554,899.97		554,899.97
Child Nutrition Activity Funds	Money Market	2.53%	N/A	N/A	136,180.26				136,180.26
	(Checking)								
TOTAL OPERATING FUNDS					14,087,221.80	-	1,061,059.38	237,682.65	15,385,963.83
INVESTED FUNDS:									
District Funds	CD	4.25%	05/03/23	05/03/24			800,000.00		800,000.00
	Money Market	5.22%	N/A	N/A		43,193,365.15			
									-
Sub Total School District Funds					-	43,193,365.15	800,000.00	-	43,993,365.15
Workers Comp. Fund					-	-		-	-
Child Nutrition Activity Fund					-	-		-	-
School Activity Funds					-	-	-	-	-
TOTAL INVESTED FUNDS					-	43,193,365.15	800,000.00	-	43,993,365.15
GRAND TOTAL ALL FUNDS					14,087,221.80	43,193,365.15	1,861,059.38	237,682.65	59,379,328.98

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*Interest Rate represents monthly rate.
**Bond funds and MAPS fund accounts have been combined into our main bank account at FNB Community.

TREASURER'S REPORT
SECURITIES PLEDGED BY DEPOSITORY INSTITUTIONS*
November 30, 2023

DEPOSITORY INSTITUTION	DISTRICT TREASURER'S NUMBER	MATURITY DATE**	SECURITY DESCRIPTION	ORIGINAL FACE ORIGINAL	CURRENT MARKET VALUE
FNB Community Bank	1421	05/01/24	Kay Cnty OK ISD	1,000,000.00	980,330.00
FNB Community Bank	1385	06/01/24	Canadian Co. OK ISD 69 Mustang	1,000,000.00	989,680.00
FNB Community Bank	1426	08/16/24	FEDERAL HOME LOAN BANKS	1,935,000.00	1,883,896.65
FNB Community Bank	1425	12/09/24	FEDERAL HOME LOAN BANKS	1,985,000.00	1,890,394.90
FNB Community Bank	1422	12/31/24	US Treasury Note	3,000,000.00	2,887,500.00
FNB Community Bank	1283	01/01/25	FNMA	2,000,000.00	8,458.31
FNB Community Bank	1297	01/01/25	FNMA	2,000,000.00	9,099.06
FNB Community Bank	1368	04/01/25	Galesville Ettrick Trempealeau	320,000.00	315,363.20
FNB Community Bank	1262	06/01/25	FHLMC GOLD	2,500,000.00	12,487.58
FNB Community Bank	1386	06/01/25	Tulsa Co. OK ISD # 5 Jenks	1,000,000.00	946,680.00
FNB Community Bank	1318	09/01/25	FNMA	3,000,000.00	3,647.16
FNB Community Bank	1394	10/21/25	FFCB	2,000,000.00	1,833,940.00
FNB Community Bank	1336	12/01/25	FNMA	4,450,000.00	81,009.07
FNB Community Bank	1424	01/26/26	FEDERAL HOME LOAN BANKS	2,100,000.00	1,946,847.00
FNB Community Bank	1251	02/01/26	FNMA	2,240,000.00	39,527.71
FNB Community Bank	1405	03/10/26	FEDERAL HOME LOAN BANKS	1,000,000.00	909,770.00
FNB Community Bank	1235	05/01/26	FHLMC GOLD	2,100,000.00	34,993.95
FNB Community Bank	1281	06/01/26	FNMA	2,850,000.00	73,785.09
FNB Community Bank	1238	07/01/26	FNMA	1,500,000.00	17,638.52
FNB Community Bank	1263	08/01/26	FHLMC GOLD	2,000,000.00	42,728.08
FNB Community Bank	1264	09/01/26	FHLMC GOLD	1,500,000.00	31,044.76
FNB Community Bank	1259	09/01/26	FNMA	1,550,000.00	44,013.63
FNB Community Bank	1361	09/01/26	Montgomery CNTY, TX MUD	360,000.00	360,219.60
FNB Community Bank	1364	11/20/26	GNMA II	1,575,000.00	53,157.40
FNB Community Bank	1298	12/01/26	FNMA	1,650,000.00	62,980.78
FNB Community Bank	1252	12/01/26	FNMA	2,500,000.00	34,231.36
FNB Community Bank	1254	01/01/27	FHLMC GOLD	2,250,000.00	78,659.46
FNB Community Bank	1365	01/01/27	FNMA	1,500,000.00	37,838.10
FNB Community Bank	1253	01/01/27	FNMA	2,000,000.00	57,116.45
FNB Community Bank	1355	01/01/27	FNMA	1,500,000.00	42,837.33
FNB Community Bank	1306	01/01/27	FNMA	2,000,000.00	48,446.86
FNB Community Bank	1373	01/01/27	FNMA	3,000,000.00	236,776.85
FNB Community Bank	1358	03/01/27	FHLMC Gold	1,500,000.00	59,758.07
FNB Community Bank	1249	03/01/27	FNMA	2,000,000.00	76,493.90
FNB Community Bank	1284	03/01/27	FNMA	2,500,000.00	54,838.62
FNB Community Bank	1406	03/25/27	FEDERAL HOME LOAN BANKS	2,000,000.00	1,772,580.00
FNB Community Bank	1319	04/01/27	FHLMC	3,425,000.00	114,470.39
FNB Community Bank	1307	04/01/27	FNMA	2,275,000.00	103,579.37
FNB Community Bank	1308	06/01/27	FNMA	2,000,000.00	82,418.87
FNB Community Bank	1314	07/01/27	FHLMC GOLD	1,500,000.00	55,409.46
FNB Community Bank	1309	08/01/27	FNMA	2,000,000.00	69,202.33
FNB Community Bank	1346	12/01/27	GRANDVIEW TEX ISD	400,000.00	411,216.00
FNB Community Bank	1347	08/15/27	SAN DIEGO TEX ISD	440,000.00	447,251.20
FNB Community Bank	1417	11/08/27	FFCB	2,000,000.00	1,755,240.00
FNB Community Bank	1393	11/30/27	FFCB	2,000,000.00	1,714,820.00
FNB Community Bank	1310	01/01/28	FNMA	2,000,000.00	111,615.17
FNB Community Bank	1418	01/31/28	US Treasury	2,000,000.00	1,714,380.00
FNB Community Bank	1320	02/01/28	FHLMC	2,000,000.00	91,526.14
FNB Community Bank	1285	02/01/28	FHLMC GOLD	2,200,000.00	158,509.99
FNB Community Bank	1311	02/01/28	FNMA	2,000,000.00	98,411.52
FNB Community Bank	1401	02/02/28	FFCB	2,000,000.00	1,704,460.00
FNB Community Bank	1407	03/10/28	FFCB	2,000,000.00	1,740,580.00
FNB Community Bank	1408	03/30/28	FFCB	2,000,000.00	1,741,140.00
FNB Community Bank	1362	04/01/28	REID RD MUN UTIL DIST NO 1 TX	345,000.00	344,989.65
FNB Community Bank	1282	05/01/28	FHLMC GOLD	2,000,000.00	115,407.54
FNB Community Bank	1416	05/24/28	FEDERAL AGRIC MTG CORP	2,000,000.00	1,733,580.00
FNB Community Bank	1392	06/29/28	FFCB	2,000,000.00	1,682,760.00
FNB Community Bank	1327	10/01/28	FHLMC	1,500,000.00	67,769.03
FNB Community Bank	1312	11/01/28	FHLMC	2,000,000.00	75,036.96
FNB Community Bank	1395	11/30/28	FNMA	2,000,000.00	1,658,940.00
FNB Community Bank	1335	01/01/29	FHLMC GOLD	4,500,000.00	441,381.06
FNB Community Bank	1369	02/01/29	Devine TX ISD	245,000.00	252,281.40
FNB Community Bank	1328	02/01/29	FNMA	2,000,000.00	176,093.36
FNB Community Bank	1348	02/15/29	ROBSTOWN TEX ISD	430,000.00	442,766.70
FNB Community Bank	1299	03/01/29	FHLMC	2,000,000.00	161,116.72
FNB Community Bank	1409	03/15/29	FFCB	2,000,000.00	1,681,800.00
FNB Community Bank	1321	04/01/29	FHLMC	2,000,000.00	147,465.72
FNB Community Bank	1415	04/19/29	FFCB	3,000,000.00	2,534,910.00
FNB Community Bank	1402	07/26/29	FEDERAL HOME LOAN BANKS	2,000,000.00	1,635,660.00
FNB Community Bank	1370	08/01/29	ALCESTER-HUDSON SCHOOL DIST 61	335,000.00	341,076.90
FNB Community Bank	1414	08/24/29	FEDERAL HOME LOAN BANKS	2,000,000.00	1,606,600.00
FNB Community Bank	1342	10/01/29	FNMA PASS-THRU INT 15 YEAR	3,900,000.00	425,537.04
FNB Community Bank	1322	12/01/29	FHLMC	3,000,000.00	218,160.91
FNB Community Bank	1300	12/01/29	FNMA	2,000,000.00	101,030.31
FNB Community Bank	1380	01/01/30	FHLMC	3,000,000.00	375,379.24

TREASURER'S REPORT
SECURITIES PLEDGED BY DEPOSITORY INSTITUTIONS*
November 30, 2023

DEPOSITORY INSTITUTION	DISTRICT TREASURER'S NUMBER	MATURITY DATE**	SECURITY DESCRIPTION	ORIGINAL FACE ORIGINAL	CURRENT MARKET VALUE
FNB Community Bank	1403	03/08/30	FEDERAL HOME LOAN BANKS	2,000,000.00	1,674,780.00
FNB Community Bank	1333	04/01/30	FNMA	3,475,000.00	471,383.52
FNB Community Bank	1396	06/24/30	FFCB	2,000,000.00	1,578,840.00
FNB Community Bank	1397	12/23/30	FFCB	2,000,000.00	1,553,780.00
FNB Community Bank	1366	03/01/31	FHLMC GOLD	1,625,000.00	76,699.00
FNB Community Bank	1270	03/01/31	FHLMC GOLD	2,400,000.00	113,278.53
FNB Community Bank	1404	03/14/31	FEDERAL HOME LOAN BANKS	2,000,000.00	1,591,260.00
FNB Community Bank	1357	04/01/31	FHLMC GOLD	1,925,000.00	96,635.34
FNB Community Bank	1359	04/01/31	FNMA	1,750,000.00	90,978.32
FNB Community Bank	1356	06/01/31	FNMA	2,000,000.00	95,323.68
FNB Community Bank	1250	10/01/31	FHLMC GOLD	1,500,000.00	98,930.26
FNB Community Bank	1313	10/01/31	FNMA	2,400,000.00	184,834.34
FNB Community Bank	1323	11/01/31	FNMA	4,350,000.00	321,979.35
FNB Community Bank	1286	12/01/31	FNMA	2,750,000.00	219,894.07
FNB Community Bank	1248	12/01/31	GNMA II	2,350,000.00	115,946.35
FNB Community Bank	1374	02/01/32	FNMA	6,664,676.00	543,918.80
FNB Community Bank	1301	04/01/32	FNMA	2,300,000.00	193,185.78
FNB Community Bank	1382	09/01/32	FHLMC GOLD	3,925,000.00	613,773.47
FNB Community Bank	1287	10/01/32	FHLMC GOLD	2,000,000.00	193,789.86
FNB Community Bank	1372	02/15/33	WHARTON TX ISD	315,000.00	306,687.15
FNB Community Bank	1315	03/01/33	FNMA	2,100,000.00	226,998.29
FNB Community Bank	1343	05/01/34	FNMA PASS-THRU INT 20 YEAR	3,075,000.00	636,480.52
FNB Community Bank	1387	08/20/34	GNMA	2,140,000.00	380,145.63
FNB Community Bank	1391	02/01/35	FNMA	2,000,000.00	409,001.16
FNB Community Bank	1349	03/01/36	GREENE CNTY MO REORG SCH DIST	570,000.00	574,617.00
FNB Community Bank	1371	03/01/36	OKLAHOMA CITY, OK	500,000.00	477,750.00
FNB Community Bank	1337	05/01/36	FNMA	3,000,000.00	665,770.42
FNB Community Bank	1398	11/01/40	FHLMC UMBS 20Y FIXED	1,500,000.00	848,079.76
FNB Community Bank	1399	11/01/40	FHLMC UMBS 20Y FIXED	1,500,000.00	843,120.67
FNB Community Bank	1400	11/01/40	FNMA UMBS	2,000,000.00	1,134,841.49
TOTALS				213,974,676.00	62,625,445.19
First National Oklahoma	5010	02/15/24	WHITE OAK ISD-REF TX	305,000.00	305,204.35
First National Oklahoma	5006	12/01/24	TUKWILA WA 24	275,000.00	274,087.00
First National Oklahoma	5007	02/15/26	OVERTON ISD-A-REF TX 26	315,000.00	319,942.35
TOTALS				895,000.00	899,233.70
GRAND TOTAL				214,869,676.00	63,524,678.89

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* Each account is additionally insured for $250,000 by the FDIC.

**Securities are organized by maturity date.

	Current Market Value	
	All Pledged Securities	Mortgage Backed Securities
First National Bank Amount of Mortgage Backed Securities to Total FNB Current Market Value:	62,625,445.19	13,593,901.22
First National Bank Percentage of Mortgage Backed Securities to Total FNB Current Market Value:		21.71%
Overall percentage of Mortgage Backed Securities to Overall Current Market Value:	63,524,678.89	13,593,901.22
		21.40%

Securities that are shaded are Mortgage Backed Securities. The total and percent of total collateral are reflected above for each bank.

TREASURER'S REPORT
DETAILED INVESTMENT ACTIVITY FOR FY 23-24
November 30, 2023

Fund	Investment Amount	Investment Type	Purchase Date	Maturity Date	Days Invested	Rate	Interest Earned at Maturity	Interest Earned Per Day
School Activity								
					22-23 Interest (School Activity Only)		**$0.00**	
General, Co-op, Building, Sinking, Child Nutrition, MAPS, Gifts & Donations, Insurance & Bonds	$800,000.00	CD	05/03/23	05/03/24	361	4.25%	$34,104.00	$94.47
					22-23 Interest (Excluding School Activity)		**$34,104.00**	

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DESIGNATION OF "OPERATING AND "INVESTMENT" FUNDS

In compliance with the provisions of O.S. 1991 Title 70-5-11 as amended, the amount of cash indicated below are designated for the period November 1, 2023 to November 30, 2023 as:

Operating Accounts	$	15,385,963.83
Investment Accounts	$	43,993,365.15

The School District Treasurer is authorized by the Board of Education to invest District monies in the custody of the Treasurer in those investments permitted by law and authorized per Board Policy D-4, Investment of Funds.

Approved at regular meeting of the Board of Education of Midwest City - Del City Independent School District No. 52 at Midwest City, Oklahoma December 11, 2023.

Clerk _____

SUMMARY OF COLLECTIONS BY FUND

November 30, 2023

	FUND	2023-24 ESTIMATED COLLECTIONS	PRIOR CUMULATIVE COLLECTIONS	CURRENT PERIOD COLLECTIONS**	CURRENT CUMULATIVE COLLECTIONS	% COLLECTED	BALANCE TO BE COLLECTED
11	GENERAL FUND	128,498,798.46	23,404,761.65	6,897,010.83	30,301,772.48	23.58%	(98,197,025.98)
12	CO-OP/TECHNOLOGY CENTER	16,765,242.08	2,180,557.80	379,222.98	2,559,780.78	15.27%	(14,205,461.30)
21	BUILDING FUND	7,891,125.04	119,879.95	182,895.59	302,775.54	3.84%	(7,588,349.50)
22	CHILD NUTRITION FUND	7,684,022.03	1,592,736.81	56,501.97	1,649,238.78	21.46%	(6,034,783.25)
23	TECH BUILDING FUND	11,857,127.61	181,170.62	-	181,170.62	1.53%	(11,675,956.99)
30	BOND FUNDS	0.00	16,571,769.37	223,767.48	16,795,536.85	100.00%	16,795,536.85
41	SINKING FUND	21,723,351.39	739,267.27	31,154.59	770,421.86	3.55%	(20,952,929.53)
86	INSURANCE FUND*	0.00	0.00	- -	0.00	0.00%	0.00
TOTAL ALL FUNDS		**194,419,666.61**	**44,790,143.47**	**7,770,553.44**	**52,560,696.91**	**27.03%**	**(141,858,969.70)**

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*This is a cash fund. Estimated Collections will increase as monies are received

Mid-Del School District
Tech Center
Statement of Assets, Liabilities and Fund Balance
November 30, 2023

ASSETS		
Cash in Bank	8,279,502.21	
TOTAL ASSETS		**$8,279,502.21**
LIABILITIES AND FUND BALANCE		
Accounts Payable	$68.00	
Total Liabilities		$68.00
Unaudited Fund Balance as of June 30, 2023	$9,041,889.33	
Excess Expenditures over Revenue	($762,455.12)	
Fund Balance, End of Period		$8,279,434.21
TOTAL LIABILITIES AND FUND BALANCE		**$8,279,502.21**

Mid-Del School District
Tech Center
Statement of Revenue and Expenditures
November 30, 2023

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Local	$395,000.00	$4,720.00	$212,641.93	$182,358.07
Interest	$300,000.00	$47,720.94	$235,044.14	$64,955.86
Rose State Contract	$3,537,010.69	$0.00	$349,822.39	$3,187,188.30
Tinker Contract	$825,000.00	$110,661.61	$581,394.91	$243,605.09
State	$2,377,908.72	$191,520.69	$1,041,315.67	$1,336,593.05
Federal	$212,332.76	$24,599.74	$139,561.74	$72,771.02
Other	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE	**$7,647,252.17**	**$379,222.98**	**$2,559,780.78**	**$4,905,113.32**
EXPENSES				
Local	$4,390,731.98	$306,787.48	$1,585,183.14	
State	$4,514,941.21	$406,161.98	$1,669,904.91	
Federal	659,359.00	16,211.96	67,147.85	
TOTAL EXPENSES	**$9,565,032.19**	**$729,161.42**	**$3,322,235.90**	
EXCESS EXPENDITURES OVER REVENUE	**($1,917,780.02)**		**($762,455.12)**	

* This column is for information only and is included in the year-to-date actual amounts.

MID-DEL SCHOOLS, OK

BALANCE SHEET FOR 2024 5

FUND: 12 Co-Op Technology Center			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
12	1011	Tech Fund Equity in Pooled Cas	-350,218.79	8,279,502.21
	TOTAL ASSETS		-350,218.79	8,279,502.21
LIABILITIES				
12	2011	Accounts Payable	280.35	-68.00
	TOTAL LIABILITIES		280.35	-68.00
FUND BALANCE				
12	3070	Fund Balance - Reserved	.00	-9,041,889.33
12	4050	Revenue Control	-379,222.98	-2,559,780.78
12	5050	Expenditure Control	729,161.42	3,322,235.90
12	7040	Encumbrance Control	-563,748.49	4,191,749.59
12	7050	Budgetary FB-Res for Encumbran	563,748.49	-4,191,749.59
	TOTAL FUND BALANCE		349,938.44	-8,279,434.21
	TOTAL LIABILITIES + FUND BALANCE		350,218.79	-8,279,502.21

** END OF REPORT - Generated by Jacqueline Woodard **

Fiscal Year 2023 - 2024

Board of Education Meeting - Monday, December 11, 2023

11/9/2023 thru 12/5/2023

12/5/2023 3:47:33 PM

Purchase Order Listing

Fund	PO #	FY	Proj	Vendor Name	PO Total	PO Date	Requested By	Description	Status
11	24004042	2024	053	Car Cab Wrecker Service Inc	$4,999.00	2023-11-09	Transportation/Arnold	Emergency Towing Services as needed	Printed
	24004046	2024	412	Every Body Uniforms	$239.85	2023-11-09	Career Tech/DCMS/Oleinik	Uniforms	Printed
	24004048	2024	052	Hydraulic Outlet LLC	$2,000.00	2023-11-09	Maintenance/Garage	Service FY24	Printed
	24004049	2024	621	Apple	$139.98	2023-11-09	Spec Serv/Wilson	App Download FY24	Printed
	24004051	2024	044	Chickasaw Telecom, Inc.	$7,462.20	2023-11-09	Technology/Rennick White	Tech Equipment	Printed
	24004052	2024	145	Bank of America, N.A.	$144.99	2023-11-09	HR/Huston	Printing Business Cards FY24	Printed
	24004053	2024	145	Savannah Prine	$21.00	2023-11-09	HR/Huston	Background Reimbursement	Printed
	24004054	2024	044	Chickasaw Telecom, Inc.	$8,758.90	2023-11-09	Technology/Rennick White	Tech Equipment	Printed
	24004069	2024	511	Scholastic Inc. Education	$2,021.13	2023-11-13	Title I/C Estates/Brown	Books	Printed
	24004070	2024	170	Diadem Sports LLC	$1,050.00	2023-11-13	CAMS/Athletics/Budde	Tennis Equipment	Printed
	24004071	2024	025	Warren Products Inc	$285.00	2023-11-13	MCHS/Office/Berger	Furniture	Printed
	24004072	2024	128	Amazon Capital Services, Inc.	$74.99	2023-11-13	Security/Stephenson	Tech Equipment	Printed
	24004073	2024	170	Varsity Brands Holding Co., Inc.	$1,944.37	2023-11-13	DCHS/Athletics/Jones	Boys Soccer Uniforms	Printed
	24004075	2024	621	Amazon Capital Services, Inc.	$176.46	2023-11-13	Spec Serv/Wilson	Adaptive Equipment	Printed
	24004077	2024	044	Amazon Capital Services, Inc.	$42.98	2023-11-13	Technology/Rennick White	General Supplies	Printed
	24004084	2024	044	Scott Paul	$1,200.00	2023-11-13	Technology/Rennick White	Tech Services Consulting	Printed
	24004086	2024	044	Teachers' Retirement System	$212.90	2023-11-13	Technology/Rennick White	TRS Contribution Scott Paul	Printed
	24004129	2024	515	School Specialty LLC	$579.32	2023-11-14	School Support/C Estates/Brown	General Supplies	Printed
	24004130	2024	412	Distributive Education Clubs of America, Inc	$295.00	2023-11-14	Career Tech/MCHS/Kerr	Online Subscription	Printed
	24004131	2024	511	Act, Inc.	$115.00	2023-11-14	Title I/MCHS/Brown	Registration	Printed
	24004132	2024	367	Lexia Learning Systems LLC	$399.00	2023-11-14	RSA/DC Elem/Brown	License Download	Printed

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Board of Education Meeting - Monday, December 11, 2023

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Purchase Order Listing

Fund	PO #	FY	Proj	Vendor Name	PO Total	PO Date	Requested By	Description	Status
11	24004133	2024	023	Fuzzell's Calculator Corner Inc	$500.00	2023-11-14	CAHS/Goggans	Toner FY24	Printed
	24004134	2024	036	Varsity Brands Holding Co., Inc.	$127.63	2023-11-14	CAHS/PE/Cox	Co-Curricular Supplies	Printed
	24004135	2024	412	Wal-Mart Allocated	$200.00	2023-11-14	Career Tech/MCMS/Underwood	Kitchen Supplies	Printed
	24004136	2024	412	Family Career And Community Leaders of America Inc	$56.00	2023-11-14	Career Tech/DCHS/Davis	Membership Dues FY24	Printed
	24004138	2024	142	Wal-Mart Allocated	$50.00	2023-11-14	DC Elem/Art Prog/McAfee	Co-Curricular Supplies	Printed
	24004159	2024	511	Lakeshore Equipment Company	$669.53	2023-11-16	Title I/MCMS/Brown	Co-Curricular/General Supplies	Printed
	24004160	2024	511	School Specialty LLC	$632.09	2023-11-16	Title I/MCMS/Brown	General/Co-Curricular Supplies	Printed
	24004161	2024	515	Solution Tree Inc	$45,500.00	2023-11-16	School Support/Epperly/Brown	Prof Dev	Printed
	24004174	2024	085	House Of Clay, The	$320.00	2023-11-16	DCMS/Sec Fine Arts/Styers	Co-Curricular Supplies	Printed
	24004175	2024	025	schoolSAFEid, LLC	$1,039.95	2023-11-16	MCHS/Safety/Berger	Ink/General Supplies	Printed
	24004177	2024	170	Varsity Brands Holding Co., Inc.	$857.37	2023-11-16	CAHS/Athletics/Tran	Co-Curricular Supplies	Printed
	24004179	2024	085	Bercher Ceramics	$800.00	2023-11-16	CAHS/Sec Fine Arts/Case	Co-Curricular Supplies	Printed
	24004184	2024	145	SHI International Corp	$335.98	2023-11-16	HR/Huston	License	Printed
	24004185	2024	515	Solution Tree Inc	$33,500.00	2023-11-16	School Support/Parkview/Brown	Professional Development	Printed
	24004186	2024	511	Pacific Northwest Publishing Inc	$1,177.00	2023-11-16	Title I/DC Elem/S Creek/Brown	Books	Printed
	24004187	2024	128	Ademco Inc	$4,289.83	2023-11-16	Security/Stephenson	Tech equipment	Printed
	24004188	2024	412	Wal-Mart Allocated	$200.00	2023-11-16	Career Tech/MCMS/Underwood	Cleaning Supplies	Printed
	24004243	2024	511	Accutrain Corporation	$1,504.00	2023-11-27	Title I/MCHS/Brown	Registrations	Printed
	24004244	2024	515	Literacy Resources, LLC	$1,602.00	2023-11-27	School Support/Tinker/Brown	License	Printed
	24004245	2024	053	Edmond Public Schools	$3,005.00	2023-11-27	Transportation/Arnold	Driver Training FY24	Printed
	24004246	2024	053	Compliance Resource Group Inc	$150.00	2023-11-27	Transportation/Arnold	Registration	Printed
	24004249	2024	070	Amazon Capital Services, Inc.	$370.00	2023-11-27	MCMS/Melson	Co-Curricular Supplies	Printed
	24004261	2024	511	ODP Business Solutions LLC	$845.99	2023-11-28	Title I/MCMS/Brown	General/AV Supplies/Toner/Paper	Printed

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Board of Education Meeting - Monday, December 11, 2023

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Purchase Order Listing

Fund	PO #	FY	Proj	Vendor Name	PO Total	PO Date	Requested By	Description	Status
11	24004262	2024	170	Warren Products Inc	$479.60	2023-11-28	DCMS/Athletics/Styers	Toner Ribbon	Printed
	24004263	2024	511	Foundations In Learning LLC	$1,500.00	2023-11-28	Title I/Adm/Brown	Prof Dev/Online Subscription	Printed
	24004264	2024	170	Varsity Brands Holding Co., Inc.	$1,489.44	2023-11-28	MCHS/Athletics/Hall	Wrestling Uniforms	Printed
	24004265	2024	367	Foundations In Learning LLC	$1,500.00	2023-11-28	RSA/C Estates/Brown	Prof Dev/Online Subsctription	Printed
	24004266	2024	000	Springall Travel, Inc.	$49.80	2023-11-28	Title II/Adm/Brown	Lodging	Printed
	24004266	2024	541	Springall Travel, Inc.	$427.20	2023-11-28	Title II/Adm/Brown	Lodging	Printed
	24004267	2024	412	Wal-Mart Allocated	$300.00	2023-11-28	Career Tech/MCMS/Underwood	General Supplies/Paper	Printed
	24004268	2024	722	Committee For Children	$10,035.90	2023-11-28	Counselor Corps Grant/Brown	Books	Printed
	24004269	2024	025	ODP Business Solutions LLC	$304.46	2023-11-28	MCHS/Berger	General Supplies/Paper	Printed
	24004274	2024	081	Laser Source LLC	$553.00	2023-11-28	Comm Relations/PDC/Boyer	Equipment Repair	Printed
	24004275	2024	006	Hawk River Investments LLC	$210.00	2023-11-28	Epperly/Kirk	Shredding Services FY24	Printed
	24004282	2024	044	Imagenet Consulting LLC	$2,876.64	2023-11-28	Technology/Rennick White	Technology Equipment	Printed
	24004289	2024	023	Wal-Mart Allocated	$180.00	2023-11-28	CAHS/Hatfield	Co-Curricular Supplies	Printed
	24004291	2024	037	Amazon Capital Services, Inc.	$70.48	2023-11-28	CAHS/V Music/Mitchell	Tech Equip	Printed
	24004292	2024	775	Amazon Capital Services, Inc.	$307.99	2023-11-28	DCHS/NJROTC/Moreaux	Co-Curricular Supplies	Printed
	24004293	2024	775	Toney Pro LLC	$730.00	2023-11-28	DCHS/NJROTC/Keilty	Print Services	Printed
	24004374	2024	796	Joe Cooper Chevrolet Cadillac of Shawnee LLC	$41,370.85	2023-11-30	ARP Homeless/ESSR III/Brown	Vehicle 2024 Ford Expedition	Printed
	24004374	2024	797	Joe Cooper Chevrolet Cadillac of Shawnee LLC	$16,117.15	2023-11-30	ARP Homeless/ESSR III/Brown	Vehicle 2024 Ford Expedition	Printed
	24004375	2024	000	Springall Travel, Inc.	$282.09	2023-11-30	Title I/Adm/MCHS/Brown	Airfare and Lodging	Printed
	24004375	2024	511	Springall Travel, Inc.	$3,667.91	2023-11-30	Title I/Adm/MCHS/Brown	Airfare and Lodging	Printed
	24004380	2024	621	YOU Matter Behavior Support Services LLC	$50,000.00	2023-11-30	Spec Serv/Wilson	Contract Services FY24	Printed
	24004381	2024	039	Plank Road Publishing	$42.45	2023-11-30	P Hill/V Music/Morris	Online Downloads	Printed

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Board of Education Meeting - Monday, December 11, 2023

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Purchase Order Listing

Fund	PO #	FY	Proj	Vendor Name	PO Total	PO Date	Requested By	Description	Status
11	24004383	2024	786	Fuzzell's Calculator Corner Inc	$178.00	2023-11-30	Consolidated Adm/Brown	Toner	Printed
	24004386	2024	145	Oklahoma State School Board Association	$150.00	2023-11-30	HR/Huston	Registration	Printed
	24004387	2024	047	SHI International Corp	$387.14	2023-11-30	Sec Instr/Adm/Gilkey	Printer	Printed
	24004390	2024	511	School Specialty LLC	$806.35	2023-11-30	Title I/DCMS/Hunnicutt	General Supplies/Paper	Printed
	24004391	2024	511	Warren Products Inc	$118.85	2023-11-30	Title I/Tinker/Brown	Co-Curricular Supplies	Printed
	24004392	2024	511	Cindy Burns	$615.50	2023-11-30	Title I/MCHS/Brown	Per Diem/Travel Reimbursment	Printed
	24004393	2024	511	Kathleen Shadron	$615.50	2023-11-30	Title I/MCHS/Brown	Per Diem/Travel Reimbursement	Printed
	24004394	2024	142	School Specialty LLC	$684.42	2023-11-30	MWC Elem/Art Prog/Hunt	Paper/Co-Curricular Supplies	Printed
	24004396	2024	142	Lakeshore Equipment Company	$181.38	2023-11-30	MWC Elem/Art Prog/Hunt	Co-curricular Supplies	Printed
	24004398	2024	412	Dickson Plaza Cleaners, LLC	$200.00	2023-11-30	Career Tech/CAHS/Flemmons	Dry Cleaning Services	Printed
	24004401	2024	412	Amazon Capital Services, Inc.	$106.85	2023-11-30	Career Tech/CAHS/Little	Co-Curricular/Tech Equip	Printed
	24004402	2024	511	IXL Learning, Inc.	$1,300.00	2023-11-30	Title I/MCMS/Brown	Site License	Printed
	24004403	2024	511	Fuzzell's Calculator Corner Inc	$225.00	2023-11-30	Title I/Townsend/Brown	Toner	Printed
	24004406	2024	018	Fuzzell's Calculator Corner Inc	$698.00	2023-11-30	CAMS/BUDDE	Printer	Printed
	24004407	2024	511	Fuzzell's Calculator Corner Inc	$466.00	2023-11-30	Title I/DCHS/Brown	Toner/Printer Supplies	Printed
	24004480	2024	621	Fuzzell's Calculator Corner Inc	$57.98	2023-12-04	Spec Serv/Wilson	Toner	Printed
	24004483	2024	515	Solution Tree Inc	$20,990.00	2023-12-04	School Support/Townsend/Brown	Prof Dev/PD Licenses	Printed
	24004484	2024	136	Warren Products Inc	$885.00	2023-12-04	Student Acct/Newnam	Office Furniture	Printed
	24004486	2024	412	Hobby Lobby	$100.00	2023-12-04	Career Tech/MCHS/Staton	Co-Curricular Supplies	Printed
	24004487	2024	412	Hobby Lobby	$100.00	2023-12-04	Career Tech/MCHS/Staton	General Supplies	Printed
	24004488	2024	412	Wal-Mart Allocated	$500.00	2023-12-04	Career Tech/MCHS/Lagrand	Co-Curricular Supplies FY24	Printed

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Purchase Order Listing

Fund	PO #	FY	Proj	Vendor Name	PO Total	PO Date	Requested By	Description	Status
11	24004489	2024	137	Andy Collier	$1,000.00	2023-12-04	Ath & School Relations/Collier	Per Diem/Travel Reimbursement	Printed
	24004490	2024	621	Amazon Capital Services, Inc.	$710.00	2023-12-04	Spec Serv/Wilson	Furniture	Printed
	24004493	2024	621	Wal-Mart Allocated	$150.00	2023-12-04	Spec Serv/Wilson	Co-Curricular Supplies FY24	Printed
	24004495	2024	085	Wal-Mart Allocated	$250.00	2023-12-04	CAHS/Sec Fine Arts/Dearborn	Co-Curricular Supplies	Printed
	24004496	2024	085	Dick Blick Co.	$1,200.00	2023-12-04	CAHS/Sec Fine Arts/Dearborn	Co-Curricular Supplies	Printed
	24004497	2024	023	Amazon Capital Services, Inc.	$324.98	2023-12-04	CAHS/Goggans	AV Equipment	Printed
	24004500	2024	511	Basics Plus, Inc.	$572.00	2023-12-04	Title I/MCMS/Brown	Books	Printed
	24004504	2024	023	Amazon Capital Services, Inc.	$217.71	2023-12-04	CAHS/Goggans/Chapman	Co-Curricular/Books	Printed
	24004505	2024	039	West Music Co Inc	$633.15	2023-12-04	MWC Elem/V Music/Hunt	Co-Curricular Supplies	Printed
	24004506	2024	035	Amazon Capital Services, Inc.	$505.00	2023-12-04	MWC Elem/PE/Hunt	Co-Curricular Supplies	Printed
	24004524	2024	085	Bercher Ceramics	$250.00	2023-12-05	CAHS/Sec Fine Arts/Dearborn	Co-Curricular Supplies	Printed
	24004525	2024	039	Themes & Variations Inc	$174.95	2023-12-05	Ridgecrest/V Music/Reid	Online Subscription	Printed
	24004526	2024	170	Shawnee High School	$375.00	2023-12-05	DCMS/Athletics/Styers	Wrestling Entry Fee/DCMS	Printed
	24004527	2024	170	Cache Public Schools	$125.00	2023-12-05	DCMS/Athletics/Styers	Wrestling Girls Entry Fee/DCMS	Printed
	24004532	2024	541	Basics Plus, Inc.	$378.00	2023-12-05	Title II/Adm/Brown	Prof Dev Books	Printed
	24004533	2024	014	Scott Westin	$240.00	2023-12-05	Tinker/Bennett	Laminating Film	Printed
	24004534	2024	367	Literacy Resources, LLC	$372.60	2023-12-05	RSA/Various/Brown	Books	Printed
	24004535	2024	621	Iris Reimann-Phillipp	$50,000.00	2023-12-05	Spec Serv/Wilson	Contract Services FY24	Printed
				Fund Total	$349,233.76				
12	24004047	2024	044	CDW Government	$935.00	2023-11-09	MDTC/Jackson/Schuler	Toner	Printed
	24004050	2024	044	SHI International Corp	$2,500.00	2023-11-09	MDTC/Jackson	License Renewal	Printed
	24004074	2024	032	Amazon Capital Services, Inc.	$73.84	2023-11-13	MDTC/Rogers	General/Tech Supplies	Printed

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Purchase Order Listing

Fund	PO #	FY	Proj	Vendor Name	PO Total	PO Date	Requested By	Description	Status
12	24004078	2024	044	CDW Government	$363.68	2023-11-13	MDTC/Jackson	General Supplies	Printed
	24004085	2024	448	Matthew Adamson	$1,760.00	2023-11-13	MDTC/McCrabb	Professional Service	Printed
	24004087	2024	052	Bank of America, N.A.	$1,000.00	2023-11-13	MDTC/Henthorn	Rental Service	Printed
	24004139	2024	032	Erin Hurst	$95.54	2023-11-14	MDTC/Hurst	Per Diem/Travel Reim Supplement	Printed
	24004176	2024	064	Moore Norman Technology Center	$1,573.00	2023-11-16	MDTC/McCrabb	Professional Service	Printed
	24004178	2024	052	Heritage Lawn & Land Scape, LLC	$1,570.00	2023-11-16	MDTC/Stearns	Grounds Maintenance FY24	Printed
	24004191	2024	032	Career Tech Administrative Council Inc.	$600.00	2023-11-16	MDTC/McCrabb	Registration	Printed
	24004192	2024	032	Bank of America, N.A.	$500.00	2023-11-16	MDTC/Foster	Tag Fees	Printed
	24004242	2024	485	Ecolab Inc	$100.00	2023-11-27	MDTC/Counts	Dishwasher Detergent	Printed
	24004281	2024	032	Joe Cooper Ford of Yukon LLC	$44,189.00	2023-11-28	MDTC/Tarver	2023 Ford F150 Truck	Printed
	24004290	2024	485	SHI International Corp	$425.55	2023-11-28	MDTC/Counts	Toner	Printed
	24004294	2024	434	John Timothy Hast	$32,640.00	2023-11-28	MDTC/McCrabb	Professional Service	Printed
	24004295	2024	434	Hubbell Manufacturing OKC, Inc	$15,000.00	2023-11-28	MDTC/McCrabb	Professional Service	Printed
	24004382	2024	032	Chickasaw Telecom, Inc.	$45,415.50	2023-11-30	35 Bond/Tech/MDTC/RennickWhite	Tech Equip/Licenses	Printed
	24004384	2024	032	Oklahoma Dept Of Career & Technology Education	$700.00	2023-11-30	MDTC/Harden	Printing	Printed
	24004385	2024	032	Kasey Duley	$152.05	2023-11-30	MDTC/Duley	Travel Reimbursement	Printed
	24004388	2024	032	Skills USA	$1,015.37	2023-11-30	MDTC/Bueno	Supplies	Printed
	24004400	2024	032	Snap On Incorporated	$2,738.86	2023-11-30	MDTC/Bueno	Machinery	Printed
	24004411	2024	032	Bank of America, N.A.	$153.28	2023-11-30	MDTC/Henthorn	Forklift Keys	Printed
	24004498	2024	485	Sam's Club Direct	$2,700.00	2023-12-04	MDTC/Counts	Food items	Printed

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Purchase Order Listing

Fund	PO #	FY	Proj	Vendor Name	PO Total	PO Date	Requested By	Description	Status
12	24004501	2024	032	Erin Hurst	$152.05	2023-12-04	MDTC/Hurst	Travel Reimbursement	Printed
	24004502	2024	032	Jessica Schuler	$148.03	2023-12-04	MDTC/Schuler	Travel Reimb Supplement	Printed
	24004503	2024	032	Hartman Publishing, Inc.	$520.25	2023-12-04	MDTC/Carter	Textbooks	Printed
	24004528	2024	448	Medic First Aid International, Inc.	$287.84	2023-12-05	MDTC/McCrabb	Instructional Health Supplies	Printed
	24004529	2024	448	American Eagle Safety Services LLC	$3,000.00	2023-12-05	MDTC/McCrabb	Professional Service	Printed
	24004530	2024	032	1099 Pro, Inc	$499.00	2023-12-05	MDTC/Keefover	Software License	Printed
	24004531	2024	276	Wal-Mart Allocated	$500.00	2023-12-05	MDTC/Tarver	Bldg Maint Supplies FY24	Printed
				Fund Total	$161,307.84				
21	24004043	2024	052	John W. Gasparini Inc.	$1,500.00	2023-11-09	BLDG/Maint/Plumbing Dept.	Plumbing Parts FY24	Printed
	24004044	2024	052	Citibank N.A.	$1,000.00	2023-11-09	BLDG/Maint/Cabinetry	Supplies/Materials FY24	Printed
	24004081	2024	052	Oklahoma Security Control Systems Inc	$300.00	2023-11-13	BLDG/Maint/Locks/Doors	Supplies/Materials FY24	Printed
	24004082	2024	052	Winsupply of Oklahoma City Co	$3,000.00	2023-11-13	BLDG/Maint/Plumbing Dept.	Plumbing Parts FY24	Printed
	24004083	2024	052	Locke Supply	$2,000.00	2023-11-13	BLDG/Maint/Plumbing Dept.	Plumbing Parts FY24	Printed
	24004247	2024	052	Evans Hardware	$500.00	2023-11-27	BLDG/Maint/Misc.	Supplies/Materials FY24	Printed
	24004248	2024	052	Silsby Media LLC	$1,000.00	2023-11-27	BLDG/Maint/Misc	Supplies/Materials FY24	Printed
	24004288	2024	052	Lampton Welding Supply Co., Inc.	$1,300.00	2023-11-28	BLDG/Maint/Misc	Supplies/Materials FY24	Printed
	24004397	2024	052	Standard Roofing Co Inc	$1,000.00	2023-11-30	BLDG/Maint/Carpentry Dept	Supplies/Materials FY24	Printed
	24004399	2024	052	TruProducts, LLC	$1,185.00	2023-11-30	BLDG/Maint/HVAC/CAHS Cafe	Supplies/Materials FY24	Printed
	24004404	2024	052	Toucan Productions	$1,500.00	2023-11-30	BLDG/Maint/Electrical	Parts and Supplies FY24	Printed

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Board of Education Meeting - Monday, December 11, 2023

11/9/2023 thru 12/5/2023

Purchase Order Listing

Fund	PO #	FY	Proj	Vendor Name	PO Total	PO Date	Requested By	Description	Status
21	24004405	2024	052	Carrier Sales & Distribution	$2,000.00	2023-11-30	BLDG/Maint/HVAC Dept	HVAC Parts FY24	Printed
	24004412	2024	052	The ADT Security Corporation	$1,500.00	2023-11-30	BLDG/Maint/Electrical Dept.	Parts FY24	Printed
	24004512	2024	052	Munch's Supply O'Connor LLC	$4,900.00	2023-12-04	BLDG/Maint/HVAC Dept.	HVAC Parts FY24	Printed
	24004552	2024	318	BBM Steel Buildings, Inc.	$7,426.25	2023-12-05	BLDG/Redbud School Act/DC El	Fabrication Materials FY24	Printed
				Fund Total	$30,111.25				
22	24004427	2024	763	Ice Maker Sales & Service Inc	$1,000.00	2023-12-01	Child Nutriiton/Johnson	Outside Repairs FY24	Printed
	24004485	2024	764	Hiland Dairy Foods Company, LLC	$300,000.00	2023-12-04	Child Nutrition/Johnson	Milk/Juice FY24	Printed
	24004491	2024	763	ITW Food Equipment Group LLC	$4,995.00	2023-12-04	Child Nutrition/Johnson	Repair Parts FY24	Printed
	24004492	2024	763	Timothy S Keith	$4,995.00	2023-12-04	Child Nutrition/Johnson	Grease Trap Maintenance FY24	Printed
				Fund Total	$310,990.00				
23	24004190	2024	032	Michael L. Mccoy Architects, Inc.	$7,454.86	2023-11-16	BLDG/MDTC/Stearns	Architect Fees	Printed
				Fund Total	$7,454.86				
35	24004045	2024	044	Bank of America, N.A.	$167.48	2023-11-09	35 Bond/Tech/Rennick White	Tech Equipment	Printed
	24004076	2024	026	Follett Content Solutions, LLC	$2,485.00	2023-11-13	35 Bond/Library/Ridgecrest	Library Books	Printed
	24004079	2024	026	Barnes & Noble Booksellers	$4,611.75	2023-11-13	35 Bond/Library/DCMS	Library Books	Printed
	24004189	2024	026	Follett Content Solutions, LLC	$3,403.02	2023-11-16	35 Bond/Library/Barnes	Library Books	Printed
	24004260	2024	044	CDW LLC	$57,375.00	2023-11-28	35 Bond/Tech/Rennick White	Subscription Renewal FY24	Printed
	24004270	2024	026	Amazon Capital Services, Inc.	$13.29	2023-11-28	35 Bond/Library/DCHS	Library Book	Printed

Purchase Order Listing

Fund	PO #	FY	Proj	Vendor Name	PO Total	PO Date	Requested By	Description	Status
35	24004271	2024	026	The Creative Company	$356.43	2023-11-28	35 Bond/Library/MCMS	Library Books	Printed
	24004272	2024	026	The Creative Company	$139.75	2023-11-28	35 Bond/Library/MCMS	Library Books	Printed
	24004273	2024	026	Follett Content Solutions, LLC	$273.67	2023-11-28	35 Bond/Library/CAHS	Library Books	Printed
	24004283	2024	044	Chickasaw Telecom, Inc.	$6,632.80	2023-11-28	35 Bond/Tech/Rennick White	Tech Equipment	Printed
	24004379	2024	044	Chickasaw Telecom, Inc.	$41,243.00	2023-11-30	35 Bond/Tech/Rennick White	Labor E-Rate Installation	Printed
	24004382	2024	044	Chickasaw Telecom, Inc.	$340,616.25	2023-11-30	35 Bond/Tech/MDTC/RennickWhite	Tech Equip/Licenses	Printed
	24004395	2024	196	Varsity Brands Holding Co., Inc.	$1,134.20	2023-11-30	35 Bond/MCHS Ath/Hall	Athletic Equipment	Printed
	24004408	2024	026	Lerner Publishing Group	$176.93	2023-11-30	35 Bond/Library/MCMS	Library Books	Printed
	24004409	2024	026	Bound To Stay Bound Books, Inc.	$137.25	2023-11-30	35 Bond/Library/P Hill	Library Books	Printed
	24004410	2024	026	Hertzberg New Method, Inc	$6,560.00	2023-11-30	35 Bond/Library/S Creek	Library Books	Printed
	24004481	2024	026	Follett Content Solutions, LLC	$3,150.00	2023-12-04	35 Bond/Library/C Estates	Library Books	Printed
	24004482	2024	026	Barnes & Noble Booksellers	$2,026.39	2023-12-04	35 Bond/Library/DCMS	Library Books	Printed
	24004536	2024	026	Hertzberg New Method, Inc	$1,955.40	2023-12-05	35 Bond/Library/MWC Elem	Library Books	Printed
	24004537	2024	026	Follett Content Solutions, LLC	$373.00	2023-12-05	35 Bond/Library/CAMS	Library Books	Printed
				Fund Total	$472,830.61				
36	24004137	2024	023	Designs By King Inc	$475.00	2023-11-14	36 Bond/CAHS Fine Arts/Miller	Color Guard Equipment	Printed
	24004499	2024	025	Ryan Edgmon	$2,500.00	2023-12-04	36 Bond/MCHS Fine Arts/Berger	Fine Arts Equip/Materials	Printed
				Fund Total	$2,975.00				

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Board of Education Meeting - Monday, December 11, 2023

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Purchase Order Listing

Fund	PO #	FY	Proj	Vendor Name	PO Total	PO Date	Requested By	Description	Status
39	24004376	2024	053	Midwest Bus Sales, Inc.	$213,152.00	2023-11-30	39 Bond/Trans/Arnold	Vehicles FY24	Printed
	24004377	2024	053	Midwest Bus Sales, Inc.	$302,378.00	2023-11-30	39 Bond/Trans/Arnold	Special Needs Buses FY24	Printed
	24004378	2024	053	Midwest Bus Sales, Inc.	$297,722.00	2023-11-30	39 Bond/Trans/Arnold	71 Passenger Buses FY24	Printed
				Fund Total	$813,252.00				
				Grand Total	$2,148,155.32				

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
11	2013	IRS Payroll Tax Payments-Fed W/H	2023-11-09	**$115.87**
11	2014	IRS Payroll Tax Payments-Fica/Med	2023-11-09	**$328.94**
11	2015	OTC Payroll Tax Payments	2023-11-09	**$33.00**
11	2016	Teachers' Retirement System	2023-11-10	**$403.33**
11	2017	Teacher Retirement System	2023-11-16	**$392,230.35**
11	2018	Teacher Retirement System	2023-11-16	**$41,689.39**
11	2019	Teacher Retirement System	2023-11-16	**$597,102.24**
11	2020	Teachers' Retirement System	2023-11-16	**$11,661.60**
11	2021	IRS Payroll Tax Payments-Fed W/H	2023-11-16	**$462,264.43**
11	2022	IRS Payroll Tax Payments-Fica/Med	2023-11-16	**$903,141.50**
11	2023	OTC Payroll Tax Payments	2023-11-16	**$197,443.28**
11	2024	Omni Financial Group, Inc.	2023-11-16	**$40,653.88**
11	2025	Teachers' Retirement System	2023-11-17	**$20.63**
11	2026	Teachers' Retirement System	2023-11-17	**$79.84**
11	2027	Teachers' Retirement System	2023-11-17	**$24.75**
11	2028	Teachers' Retirement System	2023-11-29	**$114.26**
11	240001665	Bulldog Security	2023-11-03	**$754.00**
11	240001666	CCOSA-Cooperative Council Okla School Admin	2023-11-03	**$449.00**
11	240001667	Center For Education Law	2023-11-03	**$4,393.10**
11	240001668	Cintas Corporation	2023-11-03	**$38.95**
11	240001671	Cordance Operations LLC	2023-11-03	**$71,730.00**
11	240001676	Oklahoma Copier Solutions	2023-11-03	**$16,480.14**
11	240001678	Oklahoma Schools Insurance Gr.	2023-11-03	**$1,000.00**
11	240001681	Red Baker Propane	2023-11-03	**$132.00**
11	240001682	Seminole Chemical Company	2023-11-03	**$768.64**
11	240001685	Warren Products Inc	2023-11-03	**$33.50**
11	240001686	Bank of America, N.A.	2023-11-03	**$366.00**
11	240001687	Cintas Corporation	2023-11-03	**$365.14**
11	240001688	Jeneyco, Inc.	2023-11-03	**$150.00**
11	240001689	Napa Auto Parts	2023-11-03	**$1,164.13**
11	240001690	The Goodyear Tire & Rubber Co.	2023-11-03	**$9,287.42**
11	240001691	Cintas Corporation	2023-11-03	**$632.91**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
11	240001692	T And W Tire	2023-11-03	**$2,496.36**
11	240001693	American National Red Cross &	2023-11-03	**$97.20**
11	240001694	Annie Cox	2023-11-03	**$328.71**
11	240001695	CCOSA-Cooperative Council Okla School Admin	2023-11-03	**$1,973.00**
11	240001696	Cindy Burns	2023-11-03	**$241.50**
11	240001697	Communication Innovations LLC	2023-11-03	**$1,125.00**
11	240001698	Dick Blick Co.	2023-11-03	**$1,476.56**
11	240001699	Kristina Johnson	2023-11-03	**$397.95**
11	240001700	Meagan Bryant	2023-11-03	**$310.12**
11	240001701	Oklahoma Copier Solutions	2023-11-03	**$3,301.83**
11	240001702	Paulette Pitt PLLC	2023-11-03	**$2,245.00**
11	240001704	Supplemental Health Care	2023-11-03	**$4,134.88**
11	240001705	Therapy Link Solutions, LLC	2023-11-03	**$9,600.00**
11	240001706	Thompson Educational Furnishings LLC	2023-11-03	**$2,478.00**
11	240001707	Vizionaries ENT LLC	2023-11-03	**$2,500.00**
11	240001708	Wal-Mart Allocated	2023-11-03	**$634.37**
11	240001735	ABM Industry Groups, LLC	2023-11-03	**$483,847.38**
11	240001736	Oklahoma Schools Insurance Gr.	2023-11-03	**$1,000.00**
11	240001738	United States Treasury	2023-11-03	**$275.00**
11	240001739	United States Treasury	2023-11-03	**$675.00**
11	240001740	EDUStaff LLC	2023-11-03	**$41,441.65**
11	240001741	United States Treasury	2023-11-03	**$1,756.00**
11	240001742	The Pitney Bowes Reserve Account	2023-11-08	**$10,000.00**
11	240001743	Bear Communications Inc	2023-11-10	**$610.00**
11	240001744	Car Cab Wrecker Service Inc	2023-11-10	**$1,727.16**
11	240001745	Cintas Corporation	2023-11-10	**$182.57**
11	240001746	MHI Solutions LLC	2023-11-10	**$200.00**
11	240001747	Napa Auto Parts	2023-11-10	**$465.49**
11	240001748	Oklahoma Turnpike Authority	2023-11-10	**$402.80**
11	240001749	Penley Oil Company	2023-11-10	**$698.25**
11	240001750	Sun Coast Resources, Inc	2023-11-10	**$23,860.19**
11	240001751	Cintas Corporation	2023-11-10	**$678.38**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
11	240001752	Kenny Rollings	2023-11-10	**$75.00**
11	240001753	Home Depot/Citibank N.A.	2023-11-10	**$477.85**
11	240001754	De Lage Landen Financial Services Inc	2023-11-10	**$119.84**
11	240001755	Information & Training International, Inc.	2023-11-10	**$139.50**
11	240001756	Iris Reimann-Phillipp	2023-11-10	**$10,650.00**
11	240001757	New Dawn Therapy LLC	2023-11-10	**$1,560.00**
11	240001758	ODP Business Solutions LLC	2023-11-10	**$60.30**
11	240001759	SLRS, Inc.	2023-11-10	**$599.55**
11	240001760	Stericycle	2023-11-10	**$216.36**
11	240001761	Summit Partner Services, LLC	2023-11-10	**$13,000.00**
11	240001762	Teaching Systems, Inc.	2023-11-10	**$788.00**
11	240001763	Terri Ogden	2023-11-10	**$2,444.45**
11	240001764	Therapy Link Solutions, LLC	2023-11-10	**$8,790.00**
11	240001765	University of Oklahoma Foundation, Inc.	2023-11-10	**$150.00**
11	240001766	Vex Robotics, Inc.	2023-11-10	**$4,871.54**
11	240001767	Vex Robotics, Inc.	2023-11-10	**$8,796.00**
11	240001768	Vizionaries ENT LLC	2023-11-10	**$7,500.00**
11	240001769	Amanda Scott	2023-11-10	**$147.50**
11	240001770	Andrea Wood	2023-11-10	**$561.40**
11	240001771	Angela Hanson	2023-11-10	**$147.50**
11	240001772	Beverly Howell	2023-11-10	**$88.50**
11	240001773	Caitlin Hall	2023-11-10	**$147.50**
11	240001774	Chrisanna Looney	2023-11-10	**$147.50**
11	240001775	Crystal Shelton	2023-11-10	**$147.50**
11	240001776	Danielle Taylor	2023-11-10	**$276.32**
11	240001777	Felicia Kizer	2023-11-10	**$98.49**
11	240001778	LeAnn Hanna	2023-11-10	**$147.50**
11	240001779	Melissa Dalton	2023-11-10	**$147.50**
11	240001780	Patricia Lowrey	2023-11-10	**$147.50**
11	240001781	Renee Knight	2023-11-10	**$147.50**
11	240001782	Ronda Dow	2023-11-10	**$147.50**
11	240001783	Sara Cowden	2023-11-10	**$147.50**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
11	240001784	Susan Stewart	2023-11-10	**$88.50**
11	240001785	Tiffany Wood	2023-11-10	**$157.50**
11	240001786	Tracy Hunt	2023-11-10	**$147.50**
11	240001845	Accufax Div., Southwest Inc.	2023-11-10	**$157.00**
11	240001847	Brady Industries of Nevada LLC	2023-11-10	**$10,660.48**
11	240001848	Cellco Partnership	2023-11-10	**$53.22**
11	240001849	Cintas Corporation	2023-11-10	**$117.87**
11	240001852	Compliance Resource Group Inc	2023-11-10	**$800.00**
11	240001853	De Lage Landen Financial Services Inc	2023-11-10	**$12,003.46**
11	240001854	Eureka Water Co.	2023-11-10	**$17.49**
11	240001855	Fuzzell's Calculator Corner Inc	2023-11-10	**$327.00**
11	240001856	Goodwill Industries of Central Oklahoma Inc	2023-11-10	**$9,979.45**
11	240001861	Synergy Datacom Supply	2023-11-10	**$513.29**
11	240001865	EDUStaff LLC	2023-11-10	**$52,097.11**
11	240001866	EDUStaff LLC	2023-11-10	**$42,673.59**
11	240001867	Bank of America, N.A.	2023-11-14	**$765.21**
11	240001873	Wal-Mart Allocated	2023-11-14	**$110.18**
11	240001875	Bank of America, N.A.	2023-11-14	**$2,169.19**
11	240001876	National Association of ESEA State Program Adm	2023-11-14	**$629.00**
11	240001877	Tyler Business Forms	2023-11-14	**$2,681.13**
11	240001878	American Fidelity Assurance	2023-11-16	**$15,247.77**
11	240001879	American Fidelity Assurance	2023-11-16	**$121,234.55**
11	240001880	American Fidelity Health Services Administration	2023-11-16	**$3,901.00**
11	240001881	Assoc Of Professional Okla Educators	2023-11-16	**$695.70**
11	240001882	CCOSA-Cooperative Council Okla School Admin	2023-11-16	**$477.18**
11	240001883	Colonial Life & Accident	2023-11-16	**$8.00**
11	240001884	DHS, Child Support	2023-11-16	**$6,310.57**
11	240001886	Internal Revenue Service	2023-11-16	**$351.63**
11	240001887	John Hardeman, Trustee	2023-11-16	**$2,588.00**
11	240001888	John Hardeman, Trustee	2023-11-16	**$521.00**
11	240001889	Love Beal & Nixon Pc	2023-11-16	**$301.17**
11	240001890	Mid-Del Public Schools Foundation	2023-11-16	**$1,900.50**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
11	240001891	Mid-Del Schools	2023-11-16	**$11,027.72**
11	240001892	Mid-Del Schools Reimbursement	2023-11-16	**$160.00**
11	240001893	Mid-Del Support Employees Association	2023-11-16	**$123.83**
11	240001894	Money Services, Inc	2023-11-16	**$582.00**
11	240001895	Morgan & Associates PC	2023-11-16	**$130.00**
11	240001897	MWC ACT	2023-11-16	**$27,636.48**
11	240001898	OK Tax Commission	2023-11-16	**$2,066.16**
11	240001899	Oklahoma Education Association	2023-11-16	**$3,236.58**
11	240001900	Philadelphia Life Ins.	2023-11-16	**$251.20**
11	240001901	Pre-Paid Legal Services	2023-11-16	**$66.80**
11	240001902	Robinson & Hoover	2023-11-16	**$1,312.49**
11	240001903	Security Benefit	2023-11-16	**$1,200.00**
11	240001904	Standard Insurance Company	2023-11-16	**$3,121.15**
11	240001905	Standard Insurance Company	2023-11-16	**$11,630.34**
11	240001906	State Educ. Employee Insurance	2023-11-16	**$780,107.51**
11	240001907	State of Louisiana	2023-11-16	**$423.41**
11	240001908	Total Wellness LLC	2023-11-16	**$170.00**
11	240001909	TX Child Support SDU	2023-11-16	**$2,350.00**
11	240001910	United Way	2023-11-16	**$316.91**
11	240001911	Standard Insurance Company	2023-11-16	**$1.60**
11	240001912	Brent Pockrus	2023-11-17	**$147.50**
11	240001913	Emily White	2023-11-17	**$310.50**
11	240001914	Erin Rennick White	2023-11-17	**$147.50**
11	240001915	Gina Wright	2023-11-17	**$274.69**
11	240001916	Jennifer Ford	2023-11-17	**$385.50**
11	240001917	Kaylyn Mashlan	2023-11-17	**$238.67**
11	240001918	Nina Coerver	2023-11-17	**$385.50**
11	240001919	Samantha Brathwaite	2023-11-17	**$198.94**
11	240001920	Compliance Resource Group Inc	2023-11-17	**$1,120.25**
11	240001921	Industrial Welding & Tool Supply, LTD	2023-11-17	**$86.72**
11	240001922	Midwest Bus Sales, Inc.	2023-11-17	**$4,605.16**
11	240001923	Napa Auto Parts	2023-11-17	**$410.59**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
11	240001924	O'Reilly's Auto Parts	2023-11-17	**$69.73**
11	240001925	Cintas Corporation	2023-11-17	**$648.52**
11	240001926	O'Reilly Auto Parts	2023-11-17	**$625.19**
11	240001927	T And W Tire	2023-11-17	**$1,522.36**
11	240001928	Amazon Capital Services, Inc.	2023-11-17	**$1,814.14**
11	240001929	Basics Plus, Inc.	2023-11-17	**$107.20**
11	240001930	Carl Albert Athletics-XC	2023-11-17	**$200.00**
11	240001931	Champion's Choice, Inc	2023-11-17	**$147.64**
11	240001932	Cindy Anderson Consulting LLC	2023-11-17	**$2,400.00**
11	240001934	City Of Midwest City	2023-11-17	**$16,988.40**
11	240001935	Claire Powers	2023-11-17	**$1,025.00**
11	240001936	CoachComm, LLC	2023-11-17	**$1,895.00**
11	240001937	Eden Park Corp	2023-11-17	**$295.90**
11	240001938	Extreme Animals	2023-11-17	**$1,150.00**
11	240001939	Family Career And Community Leaders of America Inc	2023-11-17	**$496.00**
11	240001940	Fuzzell's Calculator Corner Inc	2023-11-17	**$1,477.30**
11	240001941	Institute for Disabilities Research & Training Inc	2023-11-17	**$144.00**
11	240001942	J.W. Pepper & Sons, Inc.	2023-11-17	**$342.97**
11	240001943	John Keilty	2023-11-17	**$1,118.09**
11	240001944	Lakeshore Equipment Company	2023-11-17	**$2,854.30**
11	240001945	Luther Public Schools	2023-11-17	**$200.00**
11	240001946	MTI Enterprises, Inc.	2023-11-17	**$2,880.00**
11	240001947	National Association for the Education of Homeless	2023-11-17	**$499.00**
11	240001948	National Association for Bilingual Education	2023-11-17	**$4,760.00**
11	240001949	Nodus Graphics, Inc.	2023-11-17	**$521.75**
11	240001950	ODP Business Solutions LLC	2023-11-17	**$677.91**
11	240001951	Oklahoma Association for Persons in Supported	2023-11-17	**$50.00**
11	240001952	Oklahoma Society for Technology in Education, Inc	2023-11-17	**$175.00**
11	240001953	Oklahoma State School Board Association	2023-11-17	**$100.00**
11	240001954	Oklahoma Technology Student Association	2023-11-17	**$50.00**
11	240001955	Palen Music Center, Inc	2023-11-17	**$72.00**
11	240001956	RFD-TV, LLC	2023-11-17	**$45.00**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
11	240001957	Ryan Edgmon	2023-11-17	**$450.00**
11	240001958	Sam's Club Direct Comm. Acct.	2023-11-17	**$139.98**
11	240001959	School Specialty LLC	2023-11-17	**$495.11**
11	240001960	schoolSAFEid, LLC	2023-11-17	**$216.95**
11	240001961	Science Take-Out LLC	2023-11-17	**$443.80**
11	240001962	Springall Travel, Inc.	2023-11-17	**$176.00**
11	240001963	Supplemental Health Care	2023-11-17	**$4,695.00**
11	240001964	Suzanne Aylor	2023-11-17	**$275.00**
11	240001965	Technology Student Association	2023-11-17	**$500.00**
11	240001966	Toledo Physical Education Supply	2023-11-17	**$428.77**
11	240001967	Toys for Special Children, Inc.	2023-11-17	**$224.85**
11	240001968	Varsity Brands Holding Co., Inc.	2023-11-17	**$6,607.87**
11	240001969	Vex Robotics, Inc.	2023-11-17	**$1,784.86**
11	240001970	Wal-Mart Allocated	2023-11-17	**$646.32**
11	240001971	Warren Products Inc	2023-11-17	**$5,650.94**
11	240001972	Young Men's Christian Association of Greater	2023-11-17	**$80.00**
11	240001973	Amazon Capital Services, Inc.	2023-11-17	**$712.78**
11	240001974	Apple Computer Education Sales Sup	2023-11-17	**$6,307.80**
11	240001975	B&H Photos	2023-11-17	**$255.60**
11	240001976	Home Depot/Citibank N.A.	2023-11-17	**$1,283.82**
11	240001977	Claire Powers	2023-11-17	**$3,200.00**
11	240001978	Dick Blick Co.	2023-11-17	**$1,730.67**
11	240001979	Edmond Music	2023-11-17	**$1,791.95**
11	240001980	Eric Armin Inc	2023-11-17	**$56.44**
11	240001981	Family Career And Community Leaders of America Inc	2023-11-17	**$1,048.00**
11	240001982	Flinn Scientific, Inc.	2023-11-17	**$20.00**
11	240001983	Hobby Lobby	2023-11-17	**$1,473.35**
11	240001984	Information & Training International, Inc.	2023-11-17	**$286.75**
11	240001985	Lexia Learning Systems LLC	2023-11-17	**$9,573.00**
11	240001986	Oklahoma Strings Inc	2023-11-17	**$235.00**
11	240001987	Pacific Northwest Publishing Inc	2023-11-17	**$6,000.00**
11	240001988	School Specialty LLC	2023-11-17	**$641.16**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
11	240001989	schoolSAFEid, LLC	2023-11-17	**$1,575.00**
11	240001990	SHI International Corp	2023-11-17	**$912.20**
11	240001991	Springall Travel, Inc.	2023-11-17	**$1,144.00**
11	240001992	Vizionaries ENT LLC	2023-11-17	**$3,750.00**
11	240001993	Wal-Mart Allocated	2023-11-17	**$1,166.53**
11	240001994	Warren Products Inc	2023-11-17	**$307.87**
11	240002049	Ademco Inc	2023-11-17	**$33.99**
11	240002052	Amazon Capital Services, Inc.	2023-11-17	**$1,406.64**
11	240002053	Apple Computer Education Sales Sup	2023-11-17	**$9,878.00**
11	240002055	Charles Shelden	2023-11-17	**$292.92**
11	240002056	Cintas Corporation	2023-11-17	**$51.90**
11	240002058	County Election Board	2023-11-17	**$21,902.33**
11	240002060	Fuzzell's Calculator Corner Inc	2023-11-17	**$79.80**
11	240002062	ODP Business Solutions LLC	2023-11-17	**$987.79**
11	240002063	Oklahoma Society for Technology in Education, Inc	2023-11-17	**$175.00**
11	240002067	Pinnacle Solutions LLC	2023-11-17	**$1,100.00**
11	240002068	Ponca City Public Schools	2023-11-17	**$499.68**
11	240002069	Seminole Chemical Company	2023-11-17	**$151.36**
11	240002070	Techsmith Corporation	2023-11-17	**$42.60**
11	240002072	University Of Central Oklahoma	2023-11-17	**$50.00**
11	240002076	Eric Orr	2023-11-17	**$49.00**
11	240002077	Jacob Milligan	2023-11-17	**$49.00**
11	240002078	Jason Scott	2023-11-17	**$49.00**
11	240002079	Kenny Rollings	2023-11-17	**$49.00**
11	240002080	Kevin Holmes	2023-11-17	**$49.00**
11	240002081	Kyle Lankford	2023-11-17	**$49.00**
11	240002082	Matthew Williams	2023-11-17	**$49.00**
11	240002083	Robert Brodersen	2023-11-17	**$49.00**
11	240002084	Tyler Green	2023-11-17	**$49.00**
11	240002085	Allison Smith	2023-11-17	**$160.00**
11	240002086	Christine Bradshaw	2023-11-17	**$650.17**
11	240002087	Darleen Tankersley	2023-11-17	**$160.00**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
11	240002088	Heather Dunn	2023-11-17	**$160.00**
11	240002089	Kelley Brennan	2023-11-17	**$160.00**
11	240002090	Kim Wileman	2023-11-17	**$160.00**
11	240002091	Marcus Middleton	2023-11-17	**$160.00**
11	240002092	Mary S Sullivan	2023-11-17	**$160.00**
11	240002093	Michelle Parker	2023-11-17	**$205.00**
11	240002094	Regina Hein	2023-11-17	**$310.50**
11	240002095	Stephanie Caughlin	2023-11-17	**$160.00**
11	240002096	Suzanna Bennett	2023-11-17	**$205.00**
11	240002102	Amazon Capital Services, Inc.	2023-11-29	**$104.00**
11	240002104	Center For Education Law	2023-11-29	**$297.00**
11	240002107	Deep River Resources	2023-11-29	**$135.00**
11	240002108	Fortitude Dogs Inc	2023-11-29	**$530.00**
11	240002116	Bank of America, N.A.	2023-11-29	**$464.17**
11	240002117	Cintas Corporation	2023-11-29	**$678.38**
11	240002118	O'Reilly Auto Parts	2023-11-29	**$448.84**
11	240002119	Amazon Capital Services, Inc.	2023-11-29	**$99.95**
11	240002120	American National Red Cross &	2023-11-29	**$64.80**
11	240002121	Andrew Richardson	2023-11-29	**$450.00**
11	240002122	Apple Computer Education Sales Sup	2023-11-29	**$5,914.00**
11	240002123	Career Tech Administrative Council Inc.	2023-11-29	**$50.00**
11	240002124	Chef Works Inc	2023-11-29	**$48.18**
11	240002125	Cindy Anderson Consulting LLC	2023-11-29	**$2,550.00**
11	240002126	Home Depot/Citibank N.A.	2023-11-29	**$1,356.00**
11	240002127	City of Del City	2023-11-29	**$14,500.00**
11	240002128	Claire Powers	2023-11-29	**$1,600.00**
11	240002129	Edmond Music	2023-11-29	**$1,037.06**
11	240002130	Happy Number Inc	2023-11-29	**$2,175.00**
11	240002131	Hobby Lobby	2023-11-29	**$378.41**
11	240002132	IXL Learning, Inc.	2023-11-29	**$3,525.00**
11	240002133	Lakeshore Equipment Company	2023-11-29	**$625.08**
11	240002134	ODP Business Solutions LLC	2023-11-29	**$405.99**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
11	240002135	Play Therapy Supply LLC	2023-11-29	**$41.98**
11	240002136	Ryland Moore	2023-11-29	**$1,500.00**
11	240002137	School Specialty LLC	2023-11-29	**$1,394.96**
11	240002138	Sensational Kids Inc	2023-11-29	**$5,958.00**
11	240002139	SLRS, Inc.	2023-11-29	**$1,264.02**
11	240002140	Supplemental Health Care	2023-11-29	**$4,140.00**
11	240002141	Vizionaries ENT LLC	2023-11-29	**$1,250.00**
11	240002142	Warren Products Inc	2023-11-29	**$157.76**
11	240002143	Adaptivemall.com LLC	2023-11-29	**$134.20**
11	240002144	American National Red Cross &	2023-11-29	**$32.40**
11	240002145	CPI-Crisis Prevention Institute, Inc.	2023-11-29	**$599.45**
11	240002146	New Dawn Therapy LLC	2023-11-29	**$1,576.25**
11	240002148	Supplemental Health Care	2023-11-29	**$3,178.00**
11	240002149	Tracy Hunt	2023-11-29	**$442.60**
11	240002150	Varsity Brands Holding Co., Inc.	2023-11-29	**$1,810.52**
11		November Payroll Check	2023-11-09	**$1,836.70**
11		November Payroll Check	2023-11-16	**$46,332.45**
11		November Direct Deposit	2023-11-16	**$4,562,872.71**
			Total FY24 Fund 11	**$9,386,351.42**

MID-DEL SCHOOL DISTRICT PAYROLL VOID/REPLACEMENT CHECKS & OTHER VOIDS

FY24
FUND 11

Voided Check#	Replaced by Check#	Check Date	Date Voided	Employee Name / Vendor	Amount	Description
220002952		2/9/2023	11/13/2023	Juanita Harjo	57.25	Estop
					$ 57.25	

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
12	2017	Teacher Retirement System	2023-11-16	**$22,826.04**
12	2018	Teacher Retirement System	2023-11-16	**$1,023.87**
12	2019	Teacher Retirement System	2023-11-16	**$32,484.79**
12	2020	Teachers' Retirement System	2023-11-16	**$853.24**
12	2021	IRS Payroll Tax Payments-Fed W/H	2023-11-16	**$31,460.20**
12	2022	IRS Payroll Tax Payments-Fica/Med	2023-11-16	**$51,776.68**
12	2023	OTC Payroll Tax Payments	2023-11-16	**$12,623.72**
12	2024	Omni Financial Group, Inc.	2023-11-16	**$1,361.12**
12	240001670	City Of Del City	2023-11-03	**$103.55**
12	240001677	Oklahoma Natural Gas Co.	2023-11-03	**$195.10**
12	240001703	Sam's Club Direct	2023-11-03	**$1,269.01**
12	240001740	EDUStaff LLC	2023-11-03	**$1,035.23**
12	240001787	Albright Steel & Wire Co	2023-11-10	**$280.35**
12	240001788	Amazon Capital Services, Inc.	2023-11-10	**$149.80**
12	240001789	B&H Photos	2023-11-10	**$20,812.69**
12	240001790	Back40 Design Inc	2023-11-10	**$375.00**
12	240001791	Career-Tech Conference Account	2023-11-10	**$1,500.00**
12	240001792	CDW Government	2023-11-10	**$54.20**
12	240001793	Cengage Learning, Inc.	2023-11-10	**$924.00**
12	240001794	Central Oklahoma Winnelson	2023-11-10	**$102.69**
12	240001795	Cintas Corporation	2023-11-10	**$287.16**
12	240001796	CMS Willowbrook, Inc.	2023-11-10	**$12,282.42**
12	240001797	Collision Autoware	2023-11-10	**$200.27**
12	240001798	Coxcom LLC	2023-11-10	**$377.13**
12	240001799	De Lage Landen Financial Services Inc	2023-11-10	**$47.16**
12	240001800	De Lage Landen Financial Services Inc	2023-11-10	**$1,237.70**
12	240001801	Elsevier Science	2023-11-10	**$1,194.52**
12	240001803	Fitzhugh's Termite & Pest Control Co., Inc.	2023-11-10	**$850.00**
12	240001804	Flite Test LLC	2023-11-10	**$2,146.64**
12	240001805	Harris Ellis Equipment Co Inc	2023-11-10	**$1,250.00**
12	240001806	Hawk River Investments LLC	2023-11-10	**$22.00**
12	240001807	Hugg & Hall Equipment Co.	2023-11-10	**$539.06**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
12	240001808	Industrial Welding & Tool Supply, LTD	2023-11-10	**$301.28**
12	240001809	John Timothy Hast	2023-11-10	**$2,600.00**
12	240001810	Keystone Automotive Industries	2023-11-10	**$646.50**
12	240001811	L&S Williams LLC	2023-11-10	**$82.04**
12	240001813	Mid-Del Schools	2023-11-10	**$1,036.66**
12	240001814	MLTL MWC, LLC	2023-11-10	**$202.50**
12	240001815	MTM Recognition Corporation	2023-11-10	**$24.00**
12	240001816	Noel N Malakar	2023-11-10	**$1,494.08**
12	240001817	NSK, LLC	2023-11-10	**$218.00**
12	240001818	O'Reilly's Auto Parts	2023-11-10	**$199.20**
12	240001819	Oklahoma Copier Solutions	2023-11-10	**$4.50**
12	240001820	Oklahoma Copier Solutions	2023-11-10	**$217.24**
12	240001821	Oklahoma Turnpike Authority	2023-11-10	**$19.10**
12	240001822	Pitsco Education, LLC	2023-11-10	**$4,521.30**
12	240001823	SHI International Corp	2023-11-10	**$291.42**
12	240001824	Smart Technologies Inc	2023-11-10	**$1,650.00**
12	240001825	Snap On Incorporated	2023-11-10	**$28,385.18**
12	240001826	SourceOne Management Services Inc	2023-11-10	**$14,733.83**
12	240001827	Southern Computer Warehouse, Inc.	2023-11-10	**$272.37**
12	240001828	TestEquity LLC	2023-11-10	**$36.73**
12	240001829	Unifirst Holdings, Inc.	2023-11-10	**$200.67**
12	240001830	W.W. Grainger, Inc.	2023-11-10	**$326.39**
12	240001831	Warren Products Inc	2023-11-10	**$229.65**
12	240001832	Westlake Ace Hardware	2023-11-10	**$40.60**
12	240001833	Wilsons Lawn Care LLC	2023-11-10	**$870.00**
12	240001845	Accufax Div., Southwest Inc.	2023-11-10	**$21.00**
12	240001860	OG&E	2023-11-10	**$10,675.68**
12	240001865	EDUStaff LLC	2023-11-10	**$877.21**
12	240001866	EDUStaff LLC	2023-11-10	**$1,651.23**
12	240001874	Bank of America, N.A.	2023-11-14	**$5,258.39**
12	240001878	American Fidelity Assurance	2023-11-16	**$1,612.04**
12	240001879	American Fidelity Assurance	2023-11-16	**$5,350.18**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
12	240001880	American Fidelity Health Services Administration	2023-11-16	**$450.00**
12	240001881	Assoc Of Professional Okla Educators	2023-11-16	**$0.41**
12	240001884	DHS, Child Support	2023-11-16	**$697.66**
12	240001890	Mid-Del Public Schools Foundation	2023-11-16	**$40.00**
12	240001893	Mid-Del Support Employees Association	2023-11-16	**$1.17**
12	240001897	MWC ACT	2023-11-16	**$739.04**
12	240001899	Oklahoma Education Association	2023-11-16	**$30.82**
12	240001904	Standard Insurance Company	2023-11-16	**$131.55**
12	240001905	Standard Insurance Company	2023-11-16	**$843.58**
12	240001906	State Educ. Employee Insurance	2023-11-16	**$33,316.56**
12	240001908	Total Wellness LLC	2023-11-16	**$10.00**
12	240001933	Home Depot/Citibank N.A.	2023-11-17	**$359.63**
12	240001993	Wal-Mart Allocated	2023-11-17	**$223.65**
12	240001996	Amazon Capital Services, Inc.	2023-11-17	**$700.44**
12	240001997	American Drones LLC	2023-11-17	**$4,965.00**
12	240001998	Arletha Doolin	2023-11-17	**$212.96**
12	240001999	B&H Photos	2023-11-17	**$2,560.32**
12	240002000	Blake McCrabb	2023-11-17	**$49.12**
12	240002001	CDW Government	2023-11-17	**$151.47**
12	240002002	Central Oklahoma Winnelson	2023-11-17	**$4,099.94**
12	240002003	Cintas Corporation	2023-11-17	**$303.29**
12	240002004	CJEBLAKEWELL, LLC	2023-11-17	**$31.00**
12	240002005	Eureka Water Co.	2023-11-17	**$67.24**
12	240002006	EZ Grout Corporation	2023-11-17	**$4,789.24**
12	240002007	G.W. Van Keppel Co.	2023-11-17	**$69,723.00**
12	240002008	Gleim Publications	2023-11-17	**$7,859.09**
12	240002009	Hattie Lupton	2023-11-17	**$883.75**
12	240002010	Keystone Automotive Industries	2023-11-17	**$1,652.71**
12	240002011	Locke Supply	2023-11-17	**$2,613.58**
12	240002012	Medic First Aid International, Inc.	2023-11-17	**$269.60**
12	240002013	Midwest City Chamber Of Commerce	2023-11-17	**$300.00**
12	240002014	Oklahoma City National Memorial Foundation	2023-11-17	**$119.00**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
12	240002015	Oklahoma Dept Of Career & Technology Education	2023-11-17	**$264.00**
12	240002016	Ray Albright Steel Products	2023-11-17	**$958.16**
12	240002017	SHI International Corp	2023-11-17	**$8,157.94**
12	240002018	Snap On Incorporated	2023-11-17	**$127.92**
12	240002019	Southern Computer Warehouse, Inc.	2023-11-17	**$119.90**
12	240002020	Synergy Datacom Supply	2023-11-17	**$44.05**
12	240002021	The ADT Security Corporation	2023-11-17	**$1,683.00**
12	240002022	Unifirst Holdings, Inc.	2023-11-17	**$66.89**
12	240002023	W.W. Grainger, Inc.	2023-11-17	**$1,363.45**
12	240002024	Warren Products Inc	2023-11-17	**$1,993.70**
12	240002097	Arletha Doolin	2023-11-17	**$210.50**
12	240002098	Erin Hurst	2023-11-17	**$395.25**
12	240002099	John Day	2023-11-17	**$1,033.32**
12	240002100	Phillip Bueno	2023-11-17	**$160.00**
12	240002101	Simon Gallagher	2023-11-17	**$257.71**
12	240002106	City Of Midwest City	2023-11-29	**$1,438.23**
12	240002112	Oklahoma Natural Gas Co.	2023-11-29	**$422.37**
12	240002147	Sam's Club Direct	2023-11-29	**$1,805.26**
12	240002151	Amazon Capital Services, Inc.	2023-11-29	**$782.62**
12	240002152	Amazon Capital Services, Inc.	2023-11-29	**$704.16**
12	240002153	Central Oklahoma Winnelson	2023-11-29	**$860.16**
12	240002154	CJEBLAKEWELL, LLC	2023-11-29	**$20.00**
12	240002156	CMS Willowbrook, Inc.	2023-11-29	**$1,232.76**
12	240002157	Collision Autoware	2023-11-29	**$274.78**
12	240002158	Eureka Water Co.	2023-11-29	**$14.90**
12	240002159	John Timothy Hast	2023-11-29	**$3,510.00**
12	240002160	Keep Safe Inc	2023-11-29	**$195.00**
12	240002161	Locke Supply	2023-11-29	**$469.53**
12	240002162	Mid-America Area Vo-Tech School	2023-11-29	**$1,360.00**
12	240002163	Noel N Malakar	2023-11-29	**$1,474.66**
12	240002164	O'Reilly's Auto Parts	2023-11-29	**$172.31**
12	240002165	OKACTE	2023-11-29	**$75.00**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
12	240002166	Oklahoma Department of Career & Technology	2023-11-29	**$181.00**
12	240002167	SHI International Corp	2023-11-29	**$233.58**
12	240002168	Smart Technologies Inc	2023-11-29	**$8,225.00**
12	240002169	Southern Computer Warehouse, Inc.	2023-11-29	**$273.20**
12	240002170	STI Electronics Inc	2023-11-29	**$283.81**
12	240002171	Unifirst Holdings, Inc.	2023-11-29	**$66.89**
12	240002172	W.W. Grainger, Inc.	2023-11-29	**$3,005.78**
12	240002173	Warren Products Inc	2023-11-29	**$401.40**
12		November Payroll Check	2023-11-16	**$662.61**
12		November Direct Deposit	2023-11-16	**$260,571.84**
			Total FY24 Fund 12	**$729,441.77**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
21	240001670	City Of Del City	2023-11-03	**$9,394.81**
21	240001677	Oklahoma Natural Gas Co.	2023-11-03	**$3,677.17**
21	240001680	Pinnacle Solutions LLC	2023-11-03	**$1,939.28**
21	240001709	ABC Supply Co., Inc.	2023-11-03	**$820.08**
21	240001710	BBM Steel Buildings, Inc.	2023-11-03	**$5,394.67**
21	240001711	Citibank N.A.	2023-11-03	**$493.07**
21	240001712	Emsco Electric Supply Co. Inc	2023-11-03	**$33.27**
21	240001713	Evans Hardware	2023-11-03	**$138.83**
21	240001714	Hunzicker Brothers Inc	2023-11-03	**$198.83**
21	240001715	IDN H Hoffman Inc	2023-11-03	**$222.40**
21	240001716	Independent Penny	2023-11-03	**$185.00**
21	240001717	Irwin Septic Tank Cleaning Plumbing & Repair LLC	2023-11-03	**$3,487.50**
21	240001718	John W. Gasparini Inc.	2023-11-03	**$269.36**
21	240001719	Locke Supply	2023-11-03	**$957.69**
21	240001720	Munch's Supply O'Connor LLC	2023-11-03	**$298.20**
21	240001721	Nicoma Park Lumber	2023-11-03	**$224.07**
21	240001722	Oklahoma C & C Fencing LLC	2023-11-03	**$601.44**
21	240001723	Oklahoma Security Control Systems Inc	2023-11-03	**$41.50**
21	240001724	Olen Williams Sales & Service	2023-11-03	**$45.00**
21	240001725	Panco, Inc	2023-11-03	**$2,025.00**
21	240001726	R.L. Williams & Company, Inc	2023-11-03	**$1,932.00**
21	240001727	Redmont Sign LLC	2023-11-03	**$728.85**
21	240001728	Sherwin-Williams	2023-11-03	**$922.61**
21	240001729	Silsby Media LLC	2023-11-03	**$60.00**
21	240001730	Standard Roofing Co Inc	2023-11-03	**$3,150.00**
21	240001731	Synergy Datacom Supply	2023-11-03	**$58.57**
21	240001732	Voss Lighting	2023-11-03	**$1,356.66**
21	240001733	W.W. Grainger, Inc.	2023-11-03	**$273.73**
21	240001734	Winsupply of Oklahoma City Co	2023-11-03	**$485.05**
21	240001737	R Group Inc	2023-11-03	**$42,149.45**
21	240001834	Citibank N.A.	2023-11-10	**$232.63**
21	240001835	Evans Hardware	2023-11-10	**$5.38**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
21	240001836	Johnstone Supply	2023-11-10	**$166.23**
21	240001837	Locke Supply	2023-11-10	**$470.68**
21	240001838	Munch's Supply O'Connor LLC	2023-11-10	**$167.98**
21	240001839	Nicoma Park Lumber	2023-11-10	**$219.60**
21	240001840	Oklahoma C & C Fencing LLC	2023-11-10	**$318.54**
21	240001841	Oklahoma Security Control Systems Inc	2023-11-10	**$85.00**
21	240001842	Petra	2023-11-10	**$105.96**
21	240001843	Voss Lighting	2023-11-10	**$193.86**
21	240001844	Waste Connections of Oklahoma, Inc	2023-11-10	**$390.00**
21	240001860	OG&E	2023-11-10	**$188,773.96**
21	240001868	City Of Oklahoma City	2023-11-14	**$1,775.72**
21	240001870	Oklahoma Electric Cooperative	2023-11-14	**$3,437.62**
21	240001995	Westlake Ace Hardware	2023-11-17	**$619.95**
21	240002025	Amazon Capital Services, Inc.	2023-11-17	**$449.99**
21	240002026	Cherokee Building Materials Inc	2023-11-17	**$600.77**
21	240002027	Citibank N.A.	2023-11-17	**$124.63**
21	240002028	Clifford Power Systems, Inc.	2023-11-17	**$3,996.00**
21	240002029	Emsco Electric Supply Co. Inc	2023-11-17	**$192.65**
21	240002030	Evans Hardware	2023-11-17	**$65.19**
21	240002031	H-I-S Paint Mfg Co.	2023-11-17	**$2,484.91**
21	240002032	IDN H Hoffman Inc	2023-11-17	**$79.36**
21	240002033	IDN H Hoffman Inc	2023-11-17	**$469.79**
21	240002034	Independent Penny	2023-11-17	**$750.00**
21	240002035	Johnstone Supply	2023-11-17	**$851.28**
21	240002036	Kone, Inc.	2023-11-17	**$4,307.19**
21	240002037	Locke Supply	2023-11-17	**$292.91**
21	240002038	Nicoma Park Lumber	2023-11-17	**$782.53**
21	240002039	Oklahoma C & C Fencing LLC	2023-11-17	**$564.35**
21	240002040	Oklahoma Dept. Of Environmental Quality	2023-11-17	**$55.00**
21	240002041	Oklahoma Security Control Systems Inc	2023-11-17	**$10.00**
21	240002042	Oscar Gomez Sebastian	2023-11-17	**$4,900.00**
21	240002043	Southeast Door & Plywood	2023-11-17	**$178.99**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
21	240002044	Standard Roofing Co Inc	2023-11-17	**$355.00**
21	240002045	Star Electric Supply, Inc	2023-11-17	**$38.66**
21	240002046	The ADT Security Corporation	2023-11-17	**$408.00**
21	240002047	Toucan Productions	2023-11-17	**$642.00**
21	240002048	Winsupply of Oklahoma City Co	2023-11-17	**$235.47**
21	240002061	Hunzicker Brothers Inc	2023-11-17	**$2,040.00**
21	240002064	Oscar Gomez Sebastian	2023-11-17	**$10,300.00**
21	240002067	Pinnacle Solutions LLC	2023-11-17	**$255.00**
21	240002106	City Of Midwest City	2023-11-29	**$26,729.34**
21	240002112	Oklahoma Natural Gas Co.	2023-11-29	**$6,160.49**
21	240002174	ABC Supply Co., Inc.	2023-11-29	**$424.32**
21	240002175	Bank of America, N.A.	2023-11-29	**$711.51**
21	240002176	Citibank N.A.	2023-11-29	**$83.02**
21	240002177	Emsco Electric Supply Co. Inc	2023-11-29	**$215.20**
21	240002178	Evans Hardware	2023-11-29	**$28.69**
21	240002179	Johnstone Supply	2023-11-29	**$473.97**
21	240002180	Locke Supply	2023-11-29	**$377.39**
21	240002181	Olen Williams Sales & Service	2023-11-29	**$215.68**
21	240002182	Petra	2023-11-29	**$186.93**
21	240002183	Sherwin-Williams	2023-11-29	**$292.10**
21	240002184	Star Electric Supply, Inc	2023-11-29	**$90.60**
21	240002185	Voss Lighting	2023-11-29	**$109.20**
			Total FY24 Fund 21	**$350,055.31**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
22	2017	Teacher Retirement System	2023-11-16	**$11,185.92**
22	2018	Teacher Retirement System	2023-11-16	**$3,273.78**
22	2019	Teacher Retirement System	2023-11-16	**$15,180.82**
22	2021	IRS Payroll Tax Payments-Fed W/H	2023-11-16	**$7,871.25**
22	2022	IRS Payroll Tax Payments-Fica/Med	2023-11-16	**$23,658.94**
22	2023	OTC Payroll Tax Payments	2023-11-16	**$3,254.00**
22	240001669	Cintas Corporation	2023-11-03	**$1,521.00**
22	240001672	First National Bank	2023-11-03	**$665.60**
22	240001674	ITW Food Equipment Group LLC	2023-11-03	**$809.68**
22	240001675	Johnstone Supply	2023-11-03	**$2,481.17**
22	240001679	Oswalt Restaurant Supply	2023-11-03	**$3,764.88**
22	240001680	Pinnacle Solutions LLC	2023-11-03	**$872.00**
22	240001683	The OKC Food Hub Incorporated	2023-11-03	**$2,685.27**
22	240001684	United Refrigeration, Inc.	2023-11-03	**$352.27**
22	240001685	Warren Products Inc	2023-11-03	**$115.35**
22	240001735	ABM Industry Groups, LLC	2023-11-03	**$20,105.68**
22	240001851	Coca-Cola Southwest Beverages LLC	2023-11-10	**$5,520.78**
22	240001857	Hiland Dairy Foods Company, LLC	2023-11-10	**$50,625.14**
22	240001862	The OKC Food Hub Incorporated	2023-11-10	**$2,059.51**
22	240001863	US Foodservice-Ok Division	2023-11-10	**$148,846.37**
22	240001869	Flowers Baking Company Of Denton, LLC	2023-11-14	**$1,986.03**
22	240001872	US Foodservice-Ok Division	2023-11-14	**$2,402.62**
22	240001878	American Fidelity Assurance	2023-11-16	**$258.32**
22	240001879	American Fidelity Assurance	2023-11-16	**$2,658.88**
22	240001885	Hall & Ludlam, PLLC	2023-11-16	**$84.94**
22	240001890	Mid-Del Public Schools Foundation	2023-11-16	**$10.00**
22	240001893	Mid-Del Support Employees Association	2023-11-16	**$27.00**
22	240001899	Oklahoma Education Association	2023-11-16	**$711.45**
22	240001904	Standard Insurance Company	2023-11-16	**$214.44**
22	240001905	Standard Insurance Company	2023-11-16	**$548.30**
22	240001906	State Educ. Employee Insurance	2023-11-16	**$24,528.54**
22	240001910	United Way	2023-11-16	**$8.00**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
22	240002052	Amazon Capital Services, Inc.	2023-11-17	**$546.96**
22	240002105	Cintas Corporation	2023-11-29	**$1,521.00**
22	240002110	Jim Wheeler	2023-11-29	**$3,950.00**
22	240002113	Timothy S Keith	2023-11-29	**$1,500.00**
22	240002114	US Foodservice-Ok Division	2023-11-29	**$163,918.83**
22		November Payroll Check	2023-11-16	**$2,651.17**
22		November Direct Deposit	2023-11-16	**$126,107.83**
			Total FY24 Fund 22	**$638,483.72**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
23	240001796	CMS Willowbrook, Inc.	2023-11-10	**$51,262.68**
23	240001802	Exterior Solutions Group, LLC	2023-11-10	**$5,000.00**
23	240001812	Michael L. Mccoy Architects, Inc.	2023-11-10	**$74,599.00**
23	240002155	CMS Willowbrook, Inc.	2023-11-29	**$13,588.48**
23	240002156	CMS Willowbrook, Inc.	2023-11-29	**$137,219.19**
			Total FY24 Fund 23	**$281,669.35**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
35	240001664	Archway SCM, LLC	2023-11-03	**$36,051.75**
35	240001673	Follett Content Solutions, LLC	2023-11-03	**$757.27**
35	240001679	Oswalt Restaurant Supply	2023-11-03	**$7,575.20**
35	240001859	Mosyle Corporation	2023-11-10	**$180.00**
35	240001864	Varsity Brands Holding Co., Inc.	2023-11-10	**$8,654.60**
35	240002051	All American Sports Corp	2023-11-17	**$13,924.41**
35	240002052	Amazon Capital Services, Inc.	2023-11-17	**$45.74**
35	240002059	Fuller Paving	2023-11-17	**$17,993.30**
35	240002073	Winsupply of Oklahoma City Co	2023-11-17	**$4,805.00**
35	240002074	Follett Content Solutions, LLC	2023-11-17	**$6,764.06**
35	240002075	Varsity Brands Holding Co., Inc.	2023-11-17	**$7,904.76**
35	240002102	Amazon Capital Services, Inc.	2023-11-29	**$386.96**
35	240002103	Bluum USA, Inc	2023-11-29	**$1,596.00**
35	240002109	IPREO LLC	2023-11-29	**$750.00**
35	240002111	Moody's Investors Service, Inc.	2023-11-29	**$19,500.00**
35	240002115	Varsity Brands Holding Co., Inc.	2023-11-29	**$13,838.76**
			Total FY24 Fund 35	**$140,727.81**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
36	240001753	Home Depot/Citibank N.A.	2023-11-10	**$308.94**
36	240001846	Board Of County Commissioners	2023-11-10	**$9,302.15**
36	240001850	Home Depot/Citibank N.A.	2023-11-10	**$712.04**
36	240001858	Midwest Wrecking Co LLC	2023-11-10	**$8,360.00**
36	240002052	Amazon Capital Services, Inc.	2023-11-17	**$1,382.14**
36	240002054	Breeden Painting LLC	2023-11-17	**$4,450.00**
36	240002057	Citibank N.A.	2023-11-17	**$2,154.76**
36	240002065	Palen Music Center, Inc	2023-11-17	**$699.99**
36	240002066	Pearson Incorporated	2023-11-17	**$906.90**
36	240002071	Thompson Educational Furnishings LLC	2023-11-17	**$24,849.96**
			Total FY24 Fund 36	**$53,126.88**

Warrant Register by Fund

11/01/2023 thru 11/30/2023

Fund	Check Nbr	Vendor/Employee	Chk Date	Line Amt
86	240001871	Universal Service Administrative Co.	2023-11-14	**$12,714.00**
86	240002050	Alert Services, Inc.	2023-11-17	**$664.00**
			Total FY24 Fund 86	**$13,378.00**
			Grand Total November FY24	**$11,593,234.26**

Mid-Del Schools 2018 Lease Revenue Bond Payments Fund 08

Expenses Reported to Mid-Del Schools November 1 - November 30, 2023

Check Date	Check #	To Whom Paid	Check Amount	Description Line 01	Description Line 02
		No Transactions for October 2023			

Mid-Del Schools Lease Revenue Bond Payments Fund 08

Cumulative Report February 15, 2018 through November 30, 2023

Ck Date	Check #	To Whom Paid	Check Amount	Description Line 01	Description Line 02
2/15/2018	305514	Oklahoma County Finance	$ 77,060.00	Authority Acceptance Fee	Authority Acceptance Fee
2/15/2018	305515	J Kelly Work, Esq.	$ 77,060.00	Payment of Professional Services	Payment of Professional Services
2/15/2018	305516	School Legal Services, P.C.	$ 5,000.00	Payment of Professional Services	Payment of Professional Services
2/15/2018	ACH	D.A. Davidson & Co.	$ 7,500.00	Payment of Cost of Issuance	Payment of Cost of Issuance
2/15/2018	ACH	Stephen H. McDonald & Assoc.	$ 23,118.00	Payment of Cost of Issuance	Payment of Cost of Issuance
2/15/2018	ACH	Floyd Law Firm PC	$ 234,180.00	Per Closing Order	Per Closing Order
2/15/2018	ACH	BOK Financial Securities Inc	$ 208,062.00	RE: OCFA Lease Revenue Bonds	RE: OCFA Lease Revenue Bonds
2/15/2018	ACH	Standard & Poor's	$ 49,000.00	Invoice: 11344441	Invoice: 11344441
2/15/2018	ACH	Transfer To 800719015 Debt Svc Act	$ 4,500.00	Annual Trustee Fee	Annual Trustee Fee
2/15/2018	ACH	Kutak Rock Llp	$ 50,000.00	Invoice: 2397017	Invoice: 2397017
2/15/2018	Transfer	Bancfirst	$ 6,500.00	Acceptance Fee	Acceptance Fee
4/3/2018	1038368	Emsco Electric Supply	$ 4,994.48	Inv# 1830336 1830338 1830340 1830341 1830344 1830346 1830348	Marquis instal at various sites
4/18/2018	1038893	Mass Architects Inc	$ 8,316.00	Invoice 1802.01	Kerr MS Architect Fees
4/18/2018	1038894	Mass Architects Inc	$ 4,298.00	Invoice 1803.01	Kerr MS Architect Fees
4/18/2018	1038895	Mass Architects Inc	$ 4,298.00	Invoice 1803.01	Monroney Architect Fees
4/18/2018	1038896	Mass Architects Inc	$ 2,478.00	Invoice 1803.01	Cleveland Bailey Architect Fees
4/18/2018	1038897	Mass Architects Inc	$ 2,478.00	Invoice 1803.01	Highland Park Architect Fees
4/18/2018	1038898	Mass Architects Inc	$ 2,478.00	Invoice 1803.01	Ridgecrest Architect Fees
4/18/2018	1038899	Mass Architects Inc	$ 2,478.00	Invoice 1803.01	Steed Architect Fees
4/18/2018	1038900	Mass Architects Inc	$ 2,702.00	Invoice 1803.01	Townsend Architect Fees
4/18/2018	1038901	Mass Architects Inc	$ 2,702.00	Invoice 1803.01	Country Estates Architect Fees
4/18/2018	1038902	Mass Architects Inc	$ 2,702.00	Invoice 1803.01	Barnes Architect Fees
4/18/2018	1038903	Mass Architects Inc	$ 2,702.00	Invoice 1803.01	Tinker Architect Fees
4/18/2018	1038904	Mass Architects Inc	$ 3,612.00	Invoice 1801.01	CAMS Architect Fees
4/18/2018	1038905	Mass Architects Inc	$ 1,582.00	Invoice 1803.01	Schwarts Architect Fees
4/18/2018	1038906	WPM Design Group	$ 7,800.00	Invoice 2478	Cleveland Bailey Architect Fees
4/18/2018	1038907	LWPB Architecture	$ 67,500.00	Invoices 4595 4625	Kerr Architect Fees
4/18/2018	1038908	LWPB Architecture	$ 67,500.00	Invoices 4596 4626	Monroney Architect Feels
4/18/2018	1038909	CMS Willowbrook	$ 37,800.00	Inv 43161 43162 43096 43095 43097	Survey Fees-KMS CAHS DCHS MCHS MMS
4/18/2018	1038910	CMS Willowbrook	$ 12,500.00	Invoice 43098	Schwartz Survey Fees
4/18/2018	1038911	AGP-the Abla Griffin Partnership	$ 11,812.50	Application 1	P Hill Storm Shelter Arch Fees
4/18/2018	1038912	Dezign Partnership Inc	$ 2,250.00	Invoice MDTE032618.1	Maintenance Architect Fees
4/18/2018	1038913	Dezign Partnership Inc	$ 22,500.00	Invoice MDTE032618	Townsend Architect Fees
5/3/2018	VOID	VOID Dezign Partnership ck #1038913	$ (22,500.00)	Void Invoice MDTE032618	Townsend Architect Fees
5/3/2018	1039232	Panco Inc	$ 94,500.00	Invoice 6629	Tinker EMS System
5/3/2018	1039233	Panco Inc	$ 95,500.00	Invoice 6620	C Estates EMS System
5/23/2018	1039669	WPM Design Group	$ 2,500.90	Invoice 2509	Survey-KMS MMS & PAC for CAHS DCHS MCHS

Mid-Del Schools Lease Revenue Bond Payments Fund 08

Cumulative Report February 15, 2018 through November 30, 2023

Ck Date	Check #	To Whom Paid	Check Amount	Description Line 01	Description Line 02
5/23/2018	1039670	Dezign Partnership	$ 12,634.36	Invoice 042618	Townsend Arch svc site work
5/23/2018	1039671	AGP- The Able Griffin Partnership	$ 42,727.50	Application 1	CAMS Arch Fees renovate
5/23/2018	1039672	CMS Willowbrook	$ 2,250.00	Invoice 611	P Hill survey storm shelter
5/23/2018	1039673	CMS Willowbrook	$ 2,150.00	Invoice 612	P Hill Geo Tech Fees
5/23/2018	1039674	Mass Architects Inc	$ 6,336.76	Invoice 1803.02	MCHS Arch Fees HVAC
5/23/2018	1039675	Mass Architects Inc	$ 6,336.76	Invoice 1803.01	DCHS Arch Fees HVAC
5/23/2018	1039676	Mass Architects Inc	$ 5,575.00	Invoice 1803.04-CB	C Bailey Arch Fees HVAC
5/23/2018	1039677	Mass Architects Inc	$ 6,080.00	Invoice 1803.04-BARNES	Barnes Arch Fees HVAC
5/23/2018	1039678	Mass Architects Inc	$ 6,080.00	Invoice 1803.04 C ESTATES	C Estates Arch Fees HVAC
5/23/2018	1039679	Mass Architects Inc	$ 5,575.00	Invoice 1803.04 H PARK	H Park Arch Fees HVAC
5/23/2018	1039680	Mass Architects Inc	$ 5,575.00	Invoice 1803.04 RIDGECREST	Ridgecrest Arch Fees HVAC
5/23/2018	1039681	Mass Architects Inc	$ 3,560.00	Invoice 1803.04 SCHWARTZ	Schwarta Arch Fees HVAC
5/23/2018	1039682	Mass Architects Inc	$ 5,575.00	Invoice 1803.04 STEED	Steed Arch Fees HVAC
5/23/2018	1039683	Mass Architects Inc	$ 6,080.00	Invoice 1803.04 TINKER	Tinker Arch Fees HVAC
5/23/2018	1039684	Mass Architects Inc	$ 6,080.00	Invoice 1803.04 TOWSEND	Townsend Arch Fees HVAC
5/23/2018	1039685	Mass Architects Inc	$ 8,127.00	Invoice 1803.04 CAMS	CAMS Arch Fees HVAC
5/23/2018	1039686	Mass Architects Inc	$ 9,670.00	Invoice 1803.04 KMS	KMS Arch Fees HVAC
5/23/2018	1039687	Mass Architects Inc	$ 9,670.00	Invoice 1803.04 MMS	MMS Arch Fees HVAC
5/23/2018	1039688	Panco Inc	$ 113,500.00	Invoice 6651	Admin-EMS Control Sys
6/19/2018	1040334	LWPB Architecture	$ 51,540.00	Invoice 4659 KMS	KMS Architect fees-classroom
6/19/2018	1040335	LWPB Architecture	$ 79,350.00	Invoice 4658-7718 MMS	MMS Architect fees-classroom
6/19/2018	1040336	LWPB Architecture	$ 7,125.00	Invoice 4658-7719 MMS	MMS Addtl Architect fees-classroom
6/19/2018	1040337	Mass Architects Inc	$ 33,773.95	Invoice 1802-02 PO 2 KMS	KMS Architect fees-roofing
6/19/2018	1040338	Mass Architects Inc	$ 13,254.60	Invoice 1802-02 PO 1 KMS	KMS Architect fees-roofing
6/19/2018	1040339	Mass Architects Inc	$ 26,174.36	Invoice 1802.03 MMS	MMS Architect fees-roofing
6/19/2018	1040340	Mass Architects Inc	$ 48,415.25	Invoice 1802.03 HPE	H. Park Architect fees-roofing
6/19/2018	1040341	Mass Architects Inc	$ 11,150.81	Invoice 1802.03 MCHS	MWCHS Architect fees-roofing
6/19/2018	1040342	Mass Architects Inc	$ 53,532.74	Invoice 1802.03 CAHS	CAHS Architect fees-roofing
6/19/2018	1040343	AGP- The Abla Griffin Partnership	$ 35,606.25	Application 2 CAMS	CAMS Architect fees-renovations
6/19/2018	1040344	AGP- The Abla Griffin Partnership	$ 10,335.94	Application 2 PHE	P. Hill Architect fees-storm shelter
6/29/2018	1040591	Panco Inc	$ 134,500.00	Invoice #6687	Townsend EMS Control upgrades
8/3/2018	1041342	CMS Willowbrook	$ 1,500.00	Inv# 629-TOWNSEND 1	Pre Constr fee ADA Townsend
8/3/2018	1041343	CMS Willowbrook	$ 1,500.00	Inv# 629-KMS2	Pre Constr fee roofing Kerr
8/3/2018	1041344	CMS Willowbrook	$ 1,500.00	Inv# 629-CBAILEY1	Pre Constr work/drainage C Bailey
8/3/2018	1041345	Lennox Industries Inc	$ 24,971.42	Inv# 554740906	HVAC equip in gym CAMS
8/3/2018	1041346	Lennox Industries Inc	$ 24,389.94	Inv# 554747392	HVAC equip in gym KMS
8/3/2018	1041347	Lennox Industries Inc	$ 16,329.96	Inv# 554757440	HVAC equip in gym MMS
8/3/2018	1041348	Panco Inc	$ 5,090.00	Inv# 6712	HVAC equip for integration Schwartz

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8/3/2018	1041349	Lennox Industries Inc	$ 9,779.10	Inv# 554685536	HVAC equip in gym Ridgecrest
8/3/2018	1041350	Lennox Industries Inc	$ 8,164.98	Inv# 554735005	HVAC equip in gym Townsend
8/3/2018	1041351	Lennox Industries Inc	$ 8,164.98	Inv# 554056445	HVAC equip in gym Steed
8/3/2018	1041352	Lennox Industries Inc	$ 8,164.98	Inv# 554698232	HVAC equip in gym Tinker
8/3/2018	1041353	Lennox Industries Inc	$ 8,164.98	Inv# 554565805	HVAC equip in gym Barnes
8/3/2018	1041354	Lennox Industries Inc	$ 8,164.98	Inv# 554652222	HVAC equip in gym C Bailey
8/3/2018	1041355	Lennox Industries Inc	$ 8,164.99	Inv# 554659027*	HVAC equip in gym C Estates
8/3/2018	1041356	Lennox Industries Inc	$ 8,164.98	Inv# 554682608	HVAC equip in gym H Park
8/3/2018	1041357	CMS Willowbrook	$ 3,116.00	Inv# 629- MMS	Pre Constr fee roofing MMS
8/3/2018	1041358	CMS Willowbrook	$ 5,088.64	Inv# 629 KMSI	Pre Constr fee roofing Kerr
8/3/2018	1041359	CMS Willowbrook	$ 80.16	Inv# 629- CBAILEY2	Pre Constr fee drainage C Bailey
8/3/2018	1041360	CMS Willowbrook	$ 37,048.14	Inv# 1623H- PA1	Pre Constr fee ADA Townsend
8/3/2018	1041361	CMS Willowbrook	$ 6,372.95	Inv# 629 - CAHS	Pre Constr fee roofing CAHS
8/3/2018	1041362	CMS Willowbrook	$ 1,327.48	Inv# 629- MCHS	Pre Constr fee roofing MCHS
8/3/2018	1041363	CMS Willowbrook	$ 5,763.72	Inv# 629- H. PARK	Pre Constr fee roofing H Park
8/3/2018	1041364	CMS Willowbrook	$ 153,271.75	Inv# 1623F-PA1	Pre Constr fee roofing MMS
8/3/2018	1041365	CMS Willowbrook	$ 29,954.51	Inv# 1623E-PA1	Pre Constr fee roofing Kerr
8/3/2018	1041366	CMS Willowbrook	$ 66,483.52	Inv# 1623G-PA1	Pre Constr site/drainage C Bailey
8/3/2018	1041367	AGP The Abla Griffin Partnership	$ 35,606.25	Pay Request No 3	Arch fees improv/renovn CAMS
8/3/2018	1041368	MASS Architects Inc	$ 30,000.00	Inv# 1804.01	Arch fees cafeteria addtn Parkview
8/3/2018	1041369	CMS Willowbrook	$ 141,843.12	Inv# 1623B-PA1	Pre Constr fee roofing CAHS
8/3/2018	1041370	CMS Willowbrook	$ 74,279.63	Inv# 1623C-PA1	Pre Constr fee roofing MCHS
8/10/2018	1041550	CMS Willowbrook	$ 474.98	Inv# 629-Townsend 2	Pre Constr fee ADA Townsend
8/24/2018	1041862	Air Conditioning Services Inc	$ 90,377.11	App No. 1	HVAC equip in gym C Bailey
8/24/2018	1041864	Air Conditioning Services Inc	$ 56,391.52	App No. 1	HVAC equip in gym Ridgecrest
8/24/2018	1041865	Air Conditioning Services Inc	$ 103,643.10	App No. 1	HVAC equip in gym MMS
8/24/2018	1041866	Waggoner's Heat & Air Cond	$ 9,606.88	Pay App 1	HVAC equip in gym H Park
8/24/2018	1041867	Waggoner's Heat & Air Cond	$ 10,887.63	Pay App 1	HVAC equip in gym Tinker
8/24/2018	1041868	Waggoner's Heat & Air Cond	$ 10,973.45	Pay App 1	HVAC equip in gym Kerr
8/24/2018	1041869	CMS Willowbrook	$ 55,208.69	Inv# 1623H-PA2	ADA Building Improv Townsend
8/24/2018	1041870	CMS Willowbrook	$ 55,645.56	Inv# 1623G-PA2	Pre Constr fee drainage C Bailey
8/24/2018	1041871	MASS Architects Inc	$ 12,673.52	Inv# 1803.05	HVAC equip in DCHS Fieldhouse
8/24/2018	1041872	LWPB Architecture	$ 42,240.00	Inv# 4680	Arch Fees Classrom Addt Kerr
8/24/2018	1041873	LWPB Architecture	$ 2,375.00	Inv# 4679B	Arch Fees MMS Classroom Addtn
8/24/2018	1041874	LWPB Architecture	$ 66,750.00	Inv# 4679	Arch Fees MMS Classroom Addtn
8/24/2018	1041875	MASS Architects Inc	$ 12,673.52	Inv# 1803.04-MCHS	HVAC Improve MCHS Fieldhouse
8/24/2018	1041876	MASS Architects Inc	$ 6,684.48	Inv# 1804.02*	Arch fees cafeteria addtn Parkview
8/24/2018	1041877	LWPB Architecture	$ 7,125.00	Inv# 4680 B	Arch Fees Classrom Addt Kerr

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8/24/2018	1041878	Dezign Partnership Inc	$ 1,579.29	Inv# MDTE071718	Arch Fee Drainage at Townsend
8/24/2018	1041879	CMS Willowbrook	$ 209,952.32	Inv# 1623F PA-2	Constr Mgmg Fee rooding at MMS
8/24/2018	1041880	CMS Willowbrook	$ 136,207.09	Inv# 1623B-PA2	Constr Mgmg Fee rooding at CAHS
8/24/2018	1041881	CMS Willowbrook	$ 72,123.22	Inv# 1623C-PA2	Constr Mgmt Fees Roofing MCHS
8/24/2018	1041882	CMS Willowbrook	$ 366,714.54	Inv# 1623D-PA 1	Constr Mgmt Fees Roofing H Park
8/24/2018	1041883	CMS Willowbrook	$ 281,781.47	Inv# 1623E-PA 2	Constr Mgmt Fees Roofing Kerr
8/24/2018	1041884	Panco Inc	$ 116,500.00	Inv# 6735	Barnes instal EMS control Upgrade
8/24/2018	1041885	Panco Inc	$ 5,850.00	Inv# 6736	Barnes HVAC equip/prog integr
8/24/2018	1041886	Waggoner's Heat & Air Cond	$ 10,506.32	Pay App #1	HVAC equip in gym Townsend
8/24/2018	1041863	Air Conditioning Services Inc	$ 73,159.88	Pay App #1	HVAC equip in gym C Estates
8/31/2018	1041998	Waggoner's Heat & Air Cond	$ 49,971.43	Pay App #2	HVAC equip in gym H Park
8/31/2018	1041999	Waggoner's Heat & Air Cond	$ 45,732.17	Pay App #2	HVAC equip in gym Tinker
8/31/2018	1042000	Waggoner's Heat & Air Cond	$ 34,206.30	Pay App #2	HVAC equip in gym Townsend
8/31/2018	1042001	Waggoner's Heat & Air Cond	$ 72,178.11	Pay App #3	HVAC equip in gym Kerr
8/31/2018	1042002	Waggoner's Heat & Air Cond	$ 22,093.98	Pay App #2	HVAC equip in gym Kerr
8/31/2018	1042003	Waggoner's Heat & Air Cond	$ 122,133.25	Application 1 2 & 3	HVAC equip in gym Barnes
8/31/2018	1042004	Waggoner's Heat & Air Cond	$ 122,272.26	Application 1 2 & 3	HVAC equip in gym Steed
8/31/2018	1042005	Waggoner's Heat & Air Cond	$ 147,492.18	Application 1 2 & 3	HVAC equip in gym CAMS
8/31/2018	1042006	Waggoner's Heat & Air Cond	$ 42,008.05	Application 1 & 2	HVAC equip in gym Schwartz
9/20/2018	1042865	LWPB Architecture	$ 88,320.00	Inv# 4704A	Arch Fees (Basic) KMS Classrm Addt
9/20/2018	1042866	LWPB Architecture	$ 21,375.00	Inv# 4704B	Arch Fees (addtl) KMS Classrm Addt
9/20/2018	1042867	AGP-The Abla Griffin PS	$ 24,924.38	Pay App #4	Arch Fees CAMS Impr/renovations
9/20/2018	1042868	Dezign Partnership Inc	$ 750.00	Inv# MDTE080718	Arch Fees Maintenance paint booth
9/20/2018	1042869	Dustin Puckett DBA	$ 7,600.00	Inv# CAMS01	CAMS relocate portable as new add
9/20/2018	1042870	Hunzicker Brothers Inc	$ 3,311.33	Inv#S2033187.001 S2033273.001	Parts/kits for marquee -various sites
9/20/2018	1042871	Mannington Mills Inc	$ 13,945.52	Inv# 19001085-00	KMS Band R00m new flooring
9/20/2018	1042872	CMS Willowbrook	$ 25,352.93	App# 3 1623F-3RT	MMS Constr Mgmt Fee-roofing
9/20/2018	1042873	LWPB Architecture	$ 121,950.00	Inv# 4703	MMS architect fee-classroom adtn
9/20/2018	1042874	CMS Willowbrook	$ 50,445.83	App# 3 1623g-PA3	C. Bailey Con Mgmt Fees-drainage
9/20/2018	1042875	CMS Willowbrook	$ 270,396.70	App# 3 Inv# 1623B	CAHS Constr Mgmt fee-roofing
9/20/2018	1042876	CMS Willowbrook	$ 10,606.15	App# 3 Inv# 1623C-3RT	MCHS Constr Mgmt Fees-roofing
9/20/2018	1042877	CMS Willowbrook	$ 177,924.55	App# 2 1623d-PA3	H Park Constr Mgmt Fees-roofing
9/20/2018	1042878	LWPB Architecture	$ 90,585.85	Inv# 4720A	Arch Fees (addtnl) MMS Class Adtn
9/20/2018	1042879	LWPB Architecture	$ 28,500.00	Inv# 4720B	Arch Fees (addtnl) MMS Class Adtn
9/20/2018	1042880	Mass Architects Inc	$ 9,505.22	Inv# 1803.08	Arch Fees HVAC Impr MCHS Fieldhs
9/20/2018	1042881	Mass Architects Inc	$ 9,505.22	Inv# 1803.7	Arch Fees HVAC Imprt DCHS Fieldhs
9/20/2018	1042882	CMS Willowbrook	$ 9,082.89	App# 4, Inv 1623g-RT	C. Bailey Con Mgmt Fees-drainage
9/20/2018	1042883	WPM Design Group	$ 549.47	Inv# 2561B	C Bailey Engeneering svcs-drainage

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9/20/2018	1042884	WPM Design Group	$ 49.10	Inv# 2561	C Bailey Engeneering svcs-drainage
9/20/2018	1042885	Panco Inc	$ 5,850.00	Inv# 6758	Ridgecrest integrate HVAC equip
9/20/2018	1042886	Panco Inc	$ 5,850.00	Inv# 6759	C Estates integrate HVAC equip
9/20/2018	1042887	CMS Willowbrook	$ 216,264.02	App# 3-1623e-PA3	KMS Constr Mgmt Fees-roofing 126
9/20/2018	1042888	CMS Willowbrook	$ 18,110.86	App# 3-1623e-PA3	KMS Constr Mgmt Fees-roofing 159
9/20/2018	1042889	CMS Willowbrook	$ 57,832.73	Inv 1623h-PA3	Townsend ADA Con Mgmt Fee partial
9/20/2018	1042890	LWPB Architecture	$ 120,932.39	Inv# 4721	KMS Arch Fees (Basic) classrm adtn
9/21/2018	1042929	Panco Inc	$ 9,290.00	Inv# 6756	CAMS integrate HVAC equip
9/21/2018	1042930	Panco Inc	$ 8,070.00	Inv# 6757	MMS integrate HVAC equip
9/21/2018	1042931	Panco Inc	$ 5,850.00	Inv# 6755	Steed integrate HVAC equip
9/21/2018	1042932	Panco Inc	$ 5,850.00	Inv# 6754	H Park integrate HVAC equip
9/21/2018	1042933	Panco Inc	$ 5,850.00	Inv# 6753	Tinker integrate HVAC equip
9/21/2018	1042934	Panco Inc	$ 9,290.00	Inv# 6752	KMS integrate HVAC equip
9/21/2018	1042935	Panco Inc	$ 5,850.00	Inv# 6738	C Bailey integrate HVAC equip
9/21/2018	1042936	Panco Inc	$ 5,850.00	Inv# 6748	Townsend integrate HVAC equip
9/21/2018	1042937	Triple C Lighting & Control	$ 5,000.00	Inv# 53739	Lighting/LED/Design fee MCHS PAC
9/21/2018	1042938	Triple C Lighting & Control	$ 5,000.00	Inv# 53741	Lighting/LED/Design fee DCHS PAC
9/21/2018	1042939	Triple C Lighting & Control	$ 5,000.00	Inv# 53740	Lighting/LED/Design fee CAHS PAC
9/21/2018	1042940	Miller Pro AVL	$ 3,500.00	Inv-07575A	Consultation Svc CAHS PAC
9/21/2018	1042941	Miller Pro AVL	$ 3,500.00	Inv-07575B	Consultation Svc DCHS PAC
9/21/2018	1042942	Miller Pro AVL	$ 3,500.00	Inv-07575C	Consultation Svc MCHS PAC
9/21/2018	1042943	Air Conditioning Services Inc	$ 11,749.41	App# 2	HVAC equip in gym C Bailey
9/21/2018	1042944	Air Conditioning Services Inc	$ 61,615.86	App# 2	HVAC equip in gym MMS
9/21/2018	1042945	Air Conditioning Services Inc	$ 34,980.23	App# 2	HVAC equip in gym Ridgecrest
9/21/2018	1042946	Air Conditioning Services Inc	$ 22,354.64	App# 2	HVAC equip in gym C Estates
9/21/2018	1042947	Waggoner's Heat & Air Conditioning	$ 32,754.77	App# 3	HVAC equip in gym H Park
9/21/2018	1042948	Waggoner's Heat & Air Conditioning	$ 47,500.93	App# 3	HVAC equip in gym Townsend
9/21/2018	1042949	Waggoner's Heat & Air Conditioning	$ 35,599.88	App# 3	HVAC equip in gym Tinker
10/12/2018	Deposit	Reimbursement	$ (9,534.22)	Mass Architects	Reimbursement for HVAC Architect pmts
10/18/2018	1043581	Oklahoma Direct Bore LLC	$ 2,065.00	Inv# 844 Dtd 10/8/18	Power to Marquee at Steed
10/18/2018	1043582	Ebsco Sign Group LLC dba	$ 1,565.00	Inv# 846 Dtd 10/8/18	Power to Marquee at Country Estates
10/18/2018	1043583	Ebsco Sign Group LLC dba	$ 31,000.00	Inv# 187215 Dtd 8/28/18	Install marquee at DCHS
10/18/2018	1043584	Ebsco Sign Group LLC dba	$ 31,000.00	Inv# 187555 Dtd 9/12/18	Install marquee at Country Estates
10/18/2018	1043585	Ebsco Sign Group LLC dba	$ 31,000.00	Inv# 187557 Dtd 9/12/18	Install marquee at Steed
10/18/2018	1043586	Ebsco Sign Group LLC dba	$ 31,000.00	Inv# 187556 Dtd 9/12/18	Install marquee at Monroney
10/18/2018	1043587	Ebsco Sign Group LLC dba	$ 31,000.00	Inv# 187597 Dtd 9/12/18	Install marquee at Cleveland Bailey
10/18/2018	1043588	Ebsco Sign Group LLC dba	$ 31,000.00	Inv# 187216 Dtd 8/28/18	Install marquee at Townsend
10/18/2018	1043589	Ebsco Sign Group LLC dba	$ 31,000.00	Inv# 187217 Dtd 8/28/18	Install marquee at Del City Elem

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10/18/2018	1043590	Ebsco Sign Group LLC dba	$ 31,000.00	Inv# 188054 Dtd 9/26/18	Install marquee at Jarman
10/18/2018	1043591	Ebsco Sign Group LLC dba	$ 31,000.00	Inv# 187838 Dtd 9/17/18	Install marquee at Ridgecrest
10/18/2018	1043592	Ebsco Sign Group LLC dba	$ 31,000.00	Inv# 188103 Dtd 9/28/18	Install marquee at Pleasant Hill Elem
10/18/2018	1043593	CMS Willowbrook	$ 235,968.89	Inv# 1623E-PA4 Dtd 9/10/18	Constr Mgmt Fee for Roofing at KMS
10/18/2018	1043594	CMS Willowbrook	$ 190,380.10	Inv# 1623B-PA4 Dtd 9/10/18	Constr Mgmt Fee for Roofing at CAMS
10/18/2018	1043595	CMS Willowbrook	$ 137,437.54	Inv# 1623D-PA3 Dtd 9/10/18	Constr Mgmt Fee for Roofing at H. Park
10/18/2018	1043596	CMS Willowbrook	$ 1,500.00	Inv# 649 Dtd 8/27/18	Constr Mgmt Fee (partial) Prkview cafe
10/18/2018	1043597	CMS Willowbrook	$ 1,500.00	Inv# 653 Dtd 9/11/18	Pre-Constr Mgmt Fee P Hill storm shelter
10/18/2018	1043598	CMS Willowbrook	$ 50,747.74	Inv# 1623H-PA4 Dtd 9/10/18	Constr Mgmt Fee (partial) Townsend ADA
10/18/2018	1043599	CMS Willowbrook	$ 63,219.61	Inv# 6123J-PA1 Dtd 9/10/18	Constr Mgmt Fee P Hill storm shelter
10/18/2018	1043600	CMS Willowbrook	$ 57,426.99	Inv# 1623i-PA1 Dtd 9/10/18	Constr Mgmt Fee for Prkview cafeteria
10/18/2018	1043601	CMS Willowbrook	$ 7,491.81	Inv# 654 Dtd 9/11/18	Pre-Constr Mgmt Fee P Hill storm shelter
10/18/2018	1043602	CMS Willowbrook	$ 4,753.25	Inv# 650 Dtd 8/27/18	Constr Mgmt Fee for Prkview cafeteria
10/18/2018	1043603	CMS Willowbrook	$ 2,200.00	Inv# 655 Dtd 9/24/18	Cleveland survey fees for Drainage Impr
10/18/2018	1043604	Mass Architects Inc	$ 9,171.12	Inv# 1804.03B Dtd 9/4/18	Arch Fee-Parkview cafeteria addition
10/18/2018	1043605	Mass Architects Inc	$ 4,377.81	Inv# 1804.03A Dtd 9/4/18	Arch Fee-Parkview cafeteria addition
10/18/2018	1043606	LWPB Architecture	$ 19,506.90	Inv# 4734A Dtd 9/21/18	Arch fee (addtnl) KMS Classroom add
10/18/2018	1043607	LWPB Architecture	$ 56,385.36	Inv# 4734B Dtd 9/21/18	Arch fee KMS Classroom addition
10/18/2018	1043608	LWPB Architecture	$ 45,025.67	Inv# 4733A Dtd 9/21/18	Arch Fees MMS Classrooom addition
10/18/2018	1043609	LWPB Architecture	$ 26,574.00	Inv# 4733B Dtd 9/21/18	Arch Fees MMS Classrooom addition
10/18/2018	1043610	AGP- The ABLA Griffin Partnership	$ 1,500.00	Pay Requ # 3D dtd 8/27/18	Arch Fees P Hill storm shelter peer review
10/18/2018	1043611	AGP- The ABLA Griffin Partnership	$ 6,382.81	Pay Requ # 3A Dtd 8/27/18	Arch Fees P Hill storm shelter peer review
10/18/2018	1043612	AGP- The ABLA Griffin Partnership	$ 29,016.31	Pay Requ # 3B Dtd 8/27/18	Arch Fees P Hill storm shelter peer review
10/18/2018	1043613	AGP- The ABLA Griffin Partnership	$ 1,200.00	Pay Requ # 3C Dtd 8/27/18	Arch Fees P Hill storm shelter peer review
10/25/2018	1043718	Mass Architects Inc	$ 1,029.86	Inv# 1803.100 Final	Arch Fees Gym HVAC improve Ridgecrest
10/25/2018	1043719	Mass Architects Inc	$ 1,907.44	Inv# 1803.96 Final	Arch Fees Gym HVAC Improve C Bailey
10/25/2018	1043720	Mass Architects Inc	$ 569.44	Inv# 1803.98 Final	Arch Fees Gym HVAC Improve C Estates
10/25/2018	1043721	Mass Architects Inc	$ 962.84	Inv# 1803.97 Final	Arch Fees Gym HVAC Improve Barnes
10/25/2018	1043722	Mass Architects Inc	$ 2,378.82	Inv# 1803.107 Final	Arch Fees Gym/act rom HVAC Impr MMS
10/25/2018	1043723	Mass Architects Inc	$ 1,458.90	Inv# 1803.105 Final	Arch Fees Gym/act rm HVAC Impr CAMS
10/25/2018	1043724	Mass Architects Inc	$ 1,691.84	Inv# 1803.102 Final	Arch Fee HVAC Impr at Steed
11/9/2018	1044017	OklahomaDirect Bore LLC	$ 1,165.00	Inv# 852 Dtd 10/30/18	Jarman power to marquee
11/9/2018	1044018	OklahomaDirect Bore LLC	$ 2,565.00	Inv# 851 Dtd 10/30/18	DCHS power to marquee
11/9/2018	1044019	OklahomaDirect Bore LLC	$ 2,565.00	Inv# 853 Dtd 10/30/18	Parkview power to marquee
11/9/2018	1044020	CMS Willowbrook	$ 9,345.73	App 4 1623D PA4 Dtd 10/10/18	H Park-Contrst Mgmt Fee-roofing
11/9/2018	1044021	CMS Willowbrook	$ 5,493.04	App 5 1623E PA5 Dtd 10/10/18	Kerr-Constr Mgmt Fee-roofing
11/9/2018	1044022	CMS Willowbrook	$ 17,917.35	App 5 1623B PA5 Dtd 10/10/18	CAHS-Constr Mgmt Fee-roofing
12/4/2018	Refund	Mass Architects Inc	$ (160.18)	Reimburse for over-billing	MCHS arch Fees roofing

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12/7/2018	1044635	Synergy Datacom Supply	$ 8,148.37	Inv# 5082808 Dtd 10/11/18 10/23/18	Marqee I.T. Term Kits-various sites
12/7/2018	1044636	Ebsco Sign Group LLC dba	$ 29,000.00	Inv# 187899 DTD 9/25/18	Schwartz- electronic marquee
12/7/2018	1044637	Waggoner's Heat & Air Conditioning	$ 1,723.92	Pay App 4 DTD 9/25/18	Tinker Constr Fee HVAC equip intal
12/7/2018	1044638	Waggoner's Heat & Air Conditioning	$ 2,091.15	Pay App 4 DTD 9/25/18	Kerr Constr Fee HVAC equip intal
12/7/2018	1044639	Waggoner's Heat & Air Conditioning	$ 7,899.32	Pay App 4 DTD 9/25/18	CAMS Constr Fee HVAC equip intal
12/7/2018	1044640	Waggoner's Heat & Air Conditioning	$ 2,361.40	Pay App 4 DTD 9/25/18	Barnes Constr Fee HVAC equip intal
12/7/2018	1044641	Waggoner's Heat & Air Conditioning	$ 1,610.53	Pay App 4 DTD 9/25/18	H Park Constr Fee HVAC equip intal
12/7/2018	1044642	Waggoner's Heat & Air Conditioning	$ 1,730.05	Pay App 4 DTD 9/25/18	Townsend Constr Fee HVAC equip intal
12/7/2018	1044643	Waggoner's Heat & Air Conditioning	$ 2,222.40	Pay App 4 DTD 9/25/18	Steed Constr Fee HVAC equip intal
12/7/2018	1044644	Oklahoma Direct Bore LLC	$ 1,265.00	Inv# 845 DTD 10/8/18	Barnes-power to marquee
12/7/2018	1044645	Oklahoma Direct Bore LLC	$ 2,015.00	Inv# 860 DTD 11/28/18	Ridgecrest-power to marquee
12/7/2018	1044646	Oklahoma Direct Bore LLC	$ 2,165.00	Inv# 862 DTD 11/28/18	Del City Elem-power to marquee
12/7/2018	1044647	Oklahoma Direct Bore LLC	$ 1,165.00	Inv# 861 DTD 11/28/18	C Bailey-power to marquee
12/7/2018	1044648	Oklahoma Direct Bore LLC	$ 1,265.00	Inv# 859 DTD 11/28/18	Townsend-power to marquee
12/7/2018	1044649	CMS Willowbrook Inc	$ 89,062.73	6123J-PA2 DTD 10/10/18	P Hill-Constr Mgmt Storm Shelter
12/7/2018	1044650	CMS Willowbrook Inc	$ 1,500.00	Inv# 664-1623P DTD 10/26/18	CAHS Harris Stadium Constr Mgmt
12/7/2018	1044651	CMS Willowbrook Inc	$ 20,417.89	Inv# 1623H-PA5 DTD 10/10/18	Townsend ADA Impr Constr Mgmt
12/7/2018	1044652	CMS Willowbrook Inc	$ 71,927.41	1623i-PA2 DTD 10/10/18	Parkview Caféteria addtn
12/7/2018	1044653	CMS Willowbrook Inc	$ 23,705.37	Inv# 663-1623P DTD 10/26/18	CAHS Harris Stadium Pre Constr Phase
12/7/2018	1044654	CMS Willowbrook Inc	$ 4,946.52	Inv# 663A-1623P DTD 10/26/18	CAHS Harris Stadium Pre Constr Phase
12/7/2018	1044655	CMS Willowbrook Inc	$ 111,357.00	1623i-PA3 DTD 11/10/18	Parkview Caféteria addtn constr mgmt
12/7/2018	1044656	CMS Willowbrook Inc	$ 44,890.64	1623D-PA5; 1623d-6RT DTD 11/15/18	H Park Constr Fee roofing
12/7/2018	1044657	CMS Willowbrook Inc	$ 40,178.64	1623B-6RT DTD 11/15/18	CAHS Constr Fee roofing
12/7/2018	1044658	CMS Willowbrook Inc	$ 12,348.02	1623h-PA6; 1623h-7Rt DTD 11/10/18	Townsend ADA Impr Constr Mgmt
12/7/2018	1044659	CMS Willowbrook Inc	$ 117,455.40	1623J-PA3 DTD 11/10/18	P Hill-Constr Mgmt Storm Shelter
12/7/2018	1044660	Mass Architects Inc	$ 2,251.87	Inv# 1802.04C DTD 9/4/18	CAHS roofing-arch fees
12/7/2018	1044661	Mass Architects Inc	$ 4,377.81	Inv# 1804.04 DTD 11/1/18	Parkview Caféteria addtn-Arch fees
12/7/2018	1044662	Mass Architects Inc	$ 3,168.25	Inv# 1803.10 DTD 11/1/18	DCHS Fieldhouse HVAC Arch Fees
12/7/2018	1044663	Mass Architects Inc	$ 3,168.25	Inv# 1803.09 DTD 11/1/18	MCHS Fieldhouse HVAC Arch Fees
12/7/2018	1044664	LWPB Architecture	$ 45,108.29	Inv# 4754A DTD 10/20/18	KMS Classroom Addtn Arch Fees
12/7/2018	1044665	LWPB Architecture	$ 14,776.20	4754B DTD 10/20/18	KMS Classroom Addtn Arch Fees
12/7/2018	1044666	CMS Willowbrook Inc	$ 41,451.21	1623E-6RT DTD 11/10/18	KMS Roofing Constr Mgmt Fees
12/7/2018	1044667	Mass Architects Inc	$ 2,687.13	Inv# 1802.02 DTD 9/4/18	KMS Roofing Arch Fees
12/7/2018	1044668	Mass Architects Inc	$ 3,126.66	Inv# 1802.04B-H DTD 9/4/18	H Park Roofing Architect Fees
12/7/2018	1044669	Mass Architects Inc	$ 1,046.03	Inv# 1802.04-MMS DTD 9/4/18	MMS Roofing Architect Fees
12/7/2018	1044670	Air Condition Services Inc	$ 25,294.13	Pay App 3 DTD 9/20/18	C Bailey - Gym HVAC
12/7/2018	1044671	Air Condition Services Inc	$ 26,722.83	Pay App 3 DTD 9/20/18	C. Estates Gym HVAC
12/7/2018	1044672	Air Condition Services Inc	$ 22,605.44	Pay App 3 DTD 9/20/18	Ridgecrest Gym HVAC

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12/17/2018	1045183	Mannington Mills Inc	$ 18,915.02	Inv# 96099756 DTD 10/10/18	MCHS Forum remove old floor, new LVT
12/17/2018	1045184	Mannington Mills Inc	$ 14,837.67	Inv# 96167915 DTD 11/27/18	DCHS remove flooring & instal LVT
12/17/2018	1045185	CMS Willowbrook Inc	$ 178,062.15	1623K-PA1 DTD 12/10/18	CAHS Harris Stadium Constr Mgmt
12/17/2018	1045186	CMS Willowbrook Inc	$ 118,026.87	Pay App 4 1623I-PA4 DTD12/10/18	Parkview Caféteria addtn constr mgmt
12/17/2018	1045187	CMS Willowbrook Inc	$ 125,867.06	1623J-PA4 DTD 12/10/18	P Hill-Constr Mgmt Storm Shelter
12/17/2018	1045188	Mass Architects Inc	$ 8,447.87	Inv# 1803.12 DTD 12/1/18	MCHS Fieldhouse HVAC
12/17/2018	1045189	Mass Architects Inc	$ 8,447.87	Inv# 1803.11 DTD 12/1/18	DCHS Fieldhouse HVAC
12/17/2018	1045190	Performance Stage Inc	$ 1,083.34	Inv# 11805 DTD 11/28/18	CAHS PAC Consult fee theatrical rigging
12/17/2018	1045191	Performance Stage Inc	$ 1,083.34	Inv# 11806 DTD 11/28/18	DCHS PAC Consult fee theatrical rigging
12/17/2018	1045192	Performance Stage Inc	$ 1,083.34	Inv# 11807 DTD 11/28/18	MCHS PAC Consult fee theatrical rigging
12/17/2018	1045193	LWPB Architecture	$ 43,417.62	Inv# 4753A; 4778 DTD 10/20/18 11/25/18	MMS classrooom addtn Arch fee
12/17/2018	1045194	LWPB Architecture	$ 2,939.80	Inv# 4753B DTD 10/20/18	MMS classrooom addtn Arch fee
12/17/2018	1045195	LWPB Architecture	$ 43,497.28	Inv# 4779A DTD 11/25/18	KMS Classroom Addtn Arch Fees
12/17/2018	1045196	LWPB Architecture	$ 4,730.70	Inv# 4779B DTD 11/25/18	KMS Classroom Addtn Arch Fees
12/18/2018	1045214	AGP-Abla Griffin Partnership	$ 49,848.75	Pay App 5 DTD 10/3/18	CAMS Renovation Arch Fee
12/20/2018		Dezign P/S overbilling-reimb	$ (197.46)	Dezign Partnership	Townsend Drainage PO#18007680
2/4/2019	1046268	Breeden Painting LLC	$ 2,950.00	Inv# 20181214 DTD 1/11/19	Monroney Flooring Re-paint
2/4/2019	1046269	Alva Roofing CO	$ 2,643.00	Inv# 18515 DTD 12/20/18	P. Hill Constr Fee Roofing
2/4/2019	1046270	Oklahoma Direct Bore LLC	$ 1,565.00	Inv# 864 DTD 12/21/18	Schwartz Marquee
2/4/2019	1046271	Oklahoma Direct Bore LLC	$ 1,815.00	Inv# 865 DTD 12/21/18	P. Hill Marquee
2/4/2019	1046272	City of Oklahoma City Treasurer	$ 1,200.00	Filing Fee Letter DTD 12/19/18	Filing Fees Highland Marquee
2/4/2019	1046273	City of Oklahoma City Treasurer	$ 1,200.00	Filing Fee Letter DTD 12/19/18	Filing Fees Parkview Marquee
2/4/2019	1046274	City of Oklahoma City Treasurer	$ 1,200.00	Filing Fee Letter DTD 12/19/18	Filing Fees Barnes Marquee
2/4/2019	1046275	Williams Box Forshee & Bullard PC	$ 10,000.00	Legal Retainer Letter DTD 12/19/18	Legal Services Barnes/Highland/Parkview Marquees
3/5/2019	1046930	Miller Pro AVS	$ 3,150.00	Inv# 07576B Dated 8/14/18	Consult Svc-audio-DCHS PAC
3/5/2019	1046931	Miller Pro AVS	$ 3,150.00	Inv# 07576A Dated 8/14/18	Consult Svc-audio-CAHS PAC
3/5/2019	1046932	Miller Pro AVS	$ 3,150.00	Inv# 07576C Dated 8/14/18	Consult Svc-audio-MCHS PAC
3/5/2019	1046933	CMS Willowbrook Inc	$ 1,500.00	Inv# 676A Dated 12/31/18	Pre-constr fee MMS Addition
3/5/2019	1046934	CMS Willowbrook Inc	$ 1,500.00	Inv# 676B Dated 12/31/18	Pre-constr fee KMS Addition
3/5/2019	1046935	CMS Willowbrook Inc	$ 1,500.00	Inv# 676C Dated 12/31/18	Pre-constr fee CAMS Addtn/Shelter
3/5/2019	1046936	CMS Willowbrook Inc	$ 1,500.00	Inv# 676D Dated 12/31/18	Pre-Constr fee MCHS Rose Field
3/5/2019	1046937	CMS Willowbrook Inc	$ 100,429.65	App# 5 1623J Dated 1/10/19	Constr Mgmt Fee-Storm Shelter P Hill
3/5/2019	1046938	CMS Willowbrook Inc	$ 275,670.46	App# 1 1623Q Dated 1/10/19	Constr Mgmt Fee-MCHS Rose Field
3/5/2019	1046939	CMS Willowbrook Inc	$ 175,467.26	App# 5 1623I Dated 1/10/19	Constr Fee Parkview café addtn
3/5/2019	1046940	AGP- The ABLA Griffiin Partnership	$ 87,582.61	Inv# 6 Dated 12/28/18	Arch Fee CAMS classroom/shelter
3/5/2019	1046941	LWPB Architecture	$ 9,875.00	Inv#S 4797B Dated 12/19/18	Arch Fee-(addtl svc) KMS classroom addtn
3/5/2019	1046942	LWPB Architecture	$ 23,270.08	Inv# 4797 Dated 12/19/18	Arch Fee (fixed rate) KMS class addtn
3/5/2019	1046943	CMS Willowbrook Inc	$ 62,444.71	Inv# 680 Dated 12/31/18	Pre Constr MWCHS Stadium

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3/5/2019	1046944	CMS Willowbrook Inc	$ 3,871.25	Inv# 672 Dated 12/10/18	Pre-Constr MCHS Fieldhouse HVAC
3/5/2019	1046945	CMS Willowbrook Inc	$ 3,812.46	Inv# 671 Dated 12/10/18	Pre Constr DCHS Fieldhouse HVAC
3/5/2019	1046946	LWPB Architecture	$ 9,875.00	Inv# 4796 Dated 12/19/18	Arch Fees (addtl) MMS classroom addtn
3/5/2019	1046947	CMS Willowbrook Inc	$ 182,997.85	App# 2 1623K Dated 1/10/19	Constr Mgmt-CAHS Harris Field
3/5/2019	1046948	LWPB Architecture	$ 39,308.05	Inv# 4796B Dated 12/19/18	Arch Fee (fixed rate) MMS class Addtn
3/5/2019	1046949	CMS Willowbrook Inc	$ 208,983.95	App# 1 1623N Dated 1/10/19	Constr Mgm Fee-DCHS Kalsu stadium
3/5/2019	1046950	CMS Willowbrook Inc	$ 45,623.42	Inv# 672 Dated 12/10/18	Pre-Constr fee-DCHS Kalsu Stadium
3/5/2019	1046951	CMS Willowbrook Inc	$ 293,293.03	App# 1 1623R Dated 1/10/19	Constr Mgmt Fee-MMS class addtn
3/5/2019	1046952	CMS Willowbrook Inc	$ 69,900.33	Inv# 678 Dated 12/31/19	Pre Constr fee-KMS classrooms/shelter
3/5/2019	1046953	CMS Willowbrook Inc	$ 195,944.70	App# 1 1623T Dated 1/10/19	Constr Mgmt Fee-KMS Classrooms/Shelter
3/5/2019	1046954	CMS Willowbrook Inc	$ 41,671.21	Inv# 678 Dated 12/31/18	Pre Constr Fees-CAMS classrooms/shelter
3/5/2019	1046955	CMS Willowbrook Inc	$ 1,500.00	Inv# 670A Dated 12/10/18	Pre-constr fees-DCHS fieldhouse HVAC
3/5/2019	1046956	CMS Willowbrook Inc	$ 1,500.00	Inv# 670B Dated 12/10/18	Pre-constr fees-MCHS fieldhouse HVAC
3/5/2019	1046957	CMS Willowbrook Inc	$ 1,500.00	Inv# 6701C Dated 12/10/18	Pre-constr fees-DCHS Kalsu stadium
3/5/2019	1046958	Design Architects Plus Inc	$ 138,698.69	App# 1 Dated 01/02/19	Arch fees-CAHS Stadium Improvement
3/5/2019	1046959	Air Conditioning Services Inc	$ 51,937.04	App# 4 Dated 10/20/18	Constr fees-MMS Gym HVAC
3/5/2019	1046960	Air Conditioning Services Inc	$ 2,154.90	App# 5 & 6 Dated 12/18/18	Change order fees- Gym HVAC C Bailey
3/5/2019	1046961	Air Conditioning Services Inc	$ 3,189.65	App# 4 Dated 10/20/18	Constr fees-C Estates Gym HVAC
3/5/2019	1046962	Air Conditioning Services Inc	$ 3,243.90	App# 4B Dated 10/20/18	Change order fees-C Estates Gym HVAC
3/5/2019	1046963	Air Conditioning Services Inc	$ 5,998.81	App# 4 Dated 10/20/18	Constr fees-Ridgecrest Gym HVAC
3/5/2019	1046964	Air Conditioning Services Inc	$ 6,706.35	App# 4 Dated 10/20/18	Constr fees-C Bailey-Gym HVAC
3/5/2019	1046965	CMS Willowbrook Inc	$ 70,285.79	Inv# 677 Dated 12/31/18	Pre-Constr MMS- classrooms addtn
3/19/2019	1047403	Waggoner's Heat & Air conditioning	$ 4,944.40	App# 5 Dated 11/25/18	Constr fees-H Park Gym HVAC
3/19/2019	1047404	Waggoner's Heat & Air conditioning	$ 4,944.40	App# 5 Dated 11/25/18	Constr fees-Tinker Gym HVAC
3/19/2019	1047405	Waggoner's Heat & Air conditioning	$ 4,944.40	App# 5 Dated 11/25/18	Constr fees-Townsend Gym HVAC
3/19/2019	1047406	Waggoner's Heat & Air conditioning	$ 5,649.31	App# 5 Dated 11/25/18	Constr fees-KMS Gym HVAC
3/19/2019	1047407	Waggoner's Heat & Air conditioning	$ 8,178.50	App# 5 Dated 11/25/18	Constr fees-CAMS Gym HVAC
3/19/2019	1047408	Waggoner's Heat & Air conditioning	$ 6,552.35	App# 5 Dated 11/25/18	Constr fees-Barnes Gym HVAC
3/19/2019	1047409	Waggoner's Heat & Air conditioning	$ 2,210.95	App# 3 Dated 8/25/18	Constr fees-Schwartz Gym HVAC
3/19/2019	1047410	Waggoner's Heat & Air conditioning	$ 6,552.35	App# 5 Dated 10/25/18	Constr fees-Steed Gym HVAC
3/28/2019	1047633	Dezign Partnership Inc	$ 2,592.00	Inv# MDPB110218 Dated 11/2/18	Arch Fee-Maintenance paint booth
3/28/2019	1047634	CMS Willowbrook Inc	$ 40,780.74	App# 1 Inv# 1623I Dated 2/10/19	Constr Mgmt-DCHS Field house HVAC
3/28/2019	1047635	CMS Willowbrook Inc	$ 40,014.63	App# 1 Inv# 1623M Dated 2/10/19	Constr Mgmt-MCHS Field house HVAC
3/28/2019	1047636	CMS Willowbrook Inc	$ 185,030.84	App# 1 Inv# 1623S Dated 2/10/19	Constr Mgmt-CAMS Classrms/Shelter addtns
3/28/2019	1047637	CMS Willowbrook Inc	$ 263,755.14	App# 2 Inv# 1623R Dated 2/10/19	Constr Mgmt-MMS Classroom addition
3/28/2019	1047638	CMS Willowbrook Inc	$ 2,501.61	Inv# 1804.05 Dated 2/1/19	Constr Mgmt-Parkview café addition
3/28/2019	1047639	CMS Willowbrook Inc	$ 103,872.24	App# 6 Inv# 1623I Dated 2/10/19	Constr Mgmt-Parkview café addition
3/28/2019	1047640	CMS Willowbrook Inc	$ 97,619.82	App# 6 Inv# 1623I Dated 2/10/19	Constr Mgmt-P Hill Storm Shelter

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3/28/2019	1047641	CMS Willowbrook Inc	$ 145,851.67	App# 2 Inv# 1623Q Dated 2/10/19	Constr Mgmt-CAMS Rose Field
3/28/2019	1047642	CMS Willowbrook Inc	$ 79,078.78	App# 2 Inv# 1623N Dated 2/10/19	Constr Mgmt-DCHSj Kalsu Stadium
3/28/2019	1047643	CMS Willowbrook Inc	$ 275,826.83	App# 3 Inv# 1623K Dated 2/10/19	Constr Mgmt-CAMS Harris Field
3/28/2019	1047644	CMS Willowbrook Inc	$ 187,025.44	App# 2 Inv# 1623T Dated 2/10/19	KMS classroom & storm shelter addtns
3/28/2019	1047645	Mass Architects Inc	$ 6,283.06	Inv# 1803.11B Dated 2/4/19	Arch Fee-DCHS HVAC impr
3/28/2019	1047646	Mass Architects Inc	$ 6,831.75	Inv# 1803.14B Dated 2/4/19	Arch Fee MCHS HVAC Impr
3/28/2019	1047647	Mass Architects Inc	$ 1,378.33	Inv# 1803.11A Dated 2/4/19	Arch DCHS HVAC Impr
3/28/2019	1047648	Mass Architects Inc	$ 1,323.46	Inv# 1803.14A Dated 2/4/19	Arch Fee-MCHS HVAC Impr
3/28/2019	1047649	AGP- The ABLA Griffiin Partnership	$ 17,268.48	App# 7 Dated 2/22/19	Arch Fee-CAMS Classroom/shelter addtns
3/28/2019	1047650	AGP- The ABLA Griffiin Partnership	$ 7,193.45	App# 4 Dated 2/22/19	Arch Fee-P Hill storm shelter
3/28/2019	1047651	LWPB Architecture	$ 16,438.23	Inv# 4828B Dated 2/25/19	Arch Fee- MMS new construction
3/28/2019	1047652	LWPB Architecture	$ 4,750.00	Inv# 4828A Dated 2/25/19	Arch (addtnl svc) MMS classroom addtn
3/28/2019	1047653	LWPB Architecture	$ 32,578.50	Inv# 4829B Dated 2/25/19	Arch Fee-KMS classroom addtn
3/28/2019	1047654	LWPB Architecture	$ 4,750.00	Inv# 4829A Dated 2/25/19	Arch Fee (addtnl)-KMS Classroom addtn
4/5/2019	1047937	Jenco Construction	$ 16,672.50	Pay App #1 dated 3-20-19	New Paint Booth @ Maintenance
4/11/2019	Refund	Refund payment to wrong vendor	$ (2,501.61)	Inv# 1804.05 Dtd 2/1/19	Arch Fees Parkview Cafeteria addtn
4/17/2019	1046932	Emsco Electric Supply	$ 5,749.62	Inv#1922289; 4213 Dtd 3/14 & 4/1/19	KMS lighting improvement
4/18/2019	1046933	Mass Architects Inc	$ 2,501.61	Inv# 1804.05 Dtd 2/1/19	Arch Fees Parkview Cafeteria addtn
5/2/2019	1048630	CMS Willowbrook Inc	$ 419,551.79	App# 4 1623K-PA4 DTD 3/10/19	Constr mgmt Fees Harris Stadium
5/2/2019	1048631	CMS Willowbrook Inc	$ 183,881.18	App# 3 1623N-PA3 DTD 3/10/19	Constr mgmt Fees Kalsu Stadium
5/2/2019	1048632	CMS Willowbrook Inc	$ 1,954.02	Inv# 688 DTD 3/18/19	Pre-Constr mgmt Fees Kalsu Stadium
5/2/2019	1048633	CMS Willowbrook Inc	$ 283,626.61	App# 3 1623Q PA3 DTD 3/10/19	Constr mgmt Fees Rose Stadium
5/2/2019	1048634	Hunzicker Brothers Inc	$ 4,608.00	Inv# S2101328.001 DTD 3/25/19	Fixtures for District wide lighting
5/2/2019	1048635	LWPB Architecture	$ 10,005.35	Inv# 4852 DTD 3/20/19	Arch Fees MMS classroom addtn
5/2/2019	1048636	CMS Willowbrook Inc	$ 141,661.61	App# 2 16231-PA2 DTD 3/10/19	Constr mgmt Fees DCHS Fieldhouse HVAC
5/2/2019	1048637	CMS Willowbrook Inc	$ 145,328.70	App# 2 1623M-PA2 DTD 3/10/19	Constr mgmt Fees MCHS Fieldhouse HVAC
5/2/2019	1048638	Design Architects Plus Inc	$ 140,678.37	App# 1 DTD 4/4/19	Arch Fees Rose Stadium Improvement
5/2/2019	1048639	CMS Willowbrook Inc	$ 57,922.29	App# 7 1623J-PA7 DTD 3/10/19	Constr mgmt Fees PH Storm Shelter
5/2/2019	1048640	Mannington Mills Inc	$ 20,631.44	Inv# 96186486 DTD 12/10/18	P. Hill LVT Floor in Cafeteria
5/2/2019	1048641	O G & E Services	$ 6,559.00	Inv# 90065251 DTD 4/5/19	Paint Booth-Maintenance relocate pole
5/3/2019	1048656	CMS Willowbrook Inc	$ 197,888.42	App# 3 1623T-PA3 DTD 3/10/19	Constr mgmt Fees KMS-shelter & classrooms
5/3/2019	1048657	CMS Willowbrook Inc	$ 131,300.89	App# 7 1623I-PA7 DTD 3/10/19	Constr Fees Parkview Cafeteria Addtn
5/3/2019	1048658	CMS Willowbrook Inc	$ 243,141.27	App# 3 1623R-PA3 DTD 3/10/19	Constr mgmt Fees MMS classrooms
5/3/2019	1048659	LWPB Architecture	$ 10,023.71	Inv# 4853 DTD 3/20/19	Arch Fees KMS classroom addtn
5/15/2019	1048880	Thompson Educational Furnishings	$ 13,680.00	Inv# 2620	Parkview Cafeteria Furnishings
5/24/2019	1049077	CMS Willowbrook	$ 617,580.09	App# 5 1623K-PA5 DTD 4/10/19	Constr mgmt Fees CAHS Harris Stadium
5/24/2019	1049078	CMS Willowbrook	$ 130,912.44	App# 8 1623J-PA8 DTD 4/10/19	P Hill Constr mgmt Fees Storm Shelter
5/24/2019	1049079	CMS Willowbrook	$ 752,000.07	App# 4 1623T-PA4 DTD 4/10/19	Constr mgmt Fee KMS Shelter/Classrooms

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5/24/2019	1049080	CMS Willowbrook	$ 461,253.84	App# 4 1623R-PA4 DTD 4/10/19	Constr mgmt Feels MMS classroom addtn
5/24/2019	1049081	CMS Willowbrook	$ 303,384.14	App# 4 1623N-PA4 DTD 4/10/19	Constr mgmt Fees DCHS Kalsu Stadium
5/24/2019	1049082	AGP-The Abla Griffin Partnership	$ 10,361.09	App# 8 DTD 4/16/19	Arch Fees CAMS Classrooms/shelter
5/24/2019	1049083	LWPB Architecture	$ 10,024.35	Inv# 4870 DTD 4/30/19	Arch Fees KMS classroom addtn
5/24/2019	1049084	LWPB Architecture	$ 10,005.99	Inv# 4869 DTD 4/30/19	Arch Fees MMS Classroom addtn
5/24/2019	1049085	CMS Willowbrook Inc	$ 327,932.85	App# 4 1623Q-PA4 DTD 4/10/19	Constr mgmt Fees MCHS Rose Field Stadium
5/24/2019	1049086	CMS Willowbrook Inc	$ 1,869.03	Inv# 701 DTD 4/16/19	Addtl Pre-constr mgmt fees MCHS Rose Field
5/24/2019	1049087	CMS Willowbrook Inc	$ 85,160.30	App# 3 1623M-PA3 DTD 4/10/19	Constr mgmt Fees MCHS Fieldhouse HVAC
5/24/2019	1049088	CMS Willowbrook Inc	$ 97,080.78	App# 3 16231-PA3 DTD 4/10/19	Constr mgmt Fees DCHS Fieldhouse HVAC
5/30/2019	Reimb	Williams Box Forshee & Bullard PC	$ (448.40)	Barnes-code petition variance-marquis	Barnes-code petition variance-marquis height
6/5/2019	1049310	Hudiburg Chevrolet Inc	$ 29,530.20	Inv# KEE58295 DTD 4/19/19	Maintenance dept vehicle
6/5/2019	1049311	Hudiburg Chevrolet Inc	$ 58,962.00	Inv# K1245304 & K1245432	Maintenance dept vehicles
6/5/2019	1049312	Hudiburg Chevrolet Inc	$ 28,795.00	Inv# K1245209 DTD 4/5/19	Maintenance dept vehicle
6/5/2019	1049313	Hudiburg Chevrolet Inc	$ 25,460.00	Inv# KEE58294	Maintenance dept vehicle
6/5/2019	1049314	Hudiburg Chevrolet Inc	$ 60,806.00	Inv# KZ279196 & KZ281383	Maintenance dept vehicles
6/5/2019	1049315	Mannington Mills Inc	$ 3,327.19	Inv#S 96255529 DTD 2/5/19	MCHS Forum flooring
6/5/2019	1049316	CMS Willowbrook	$ 47,854.73	App# 8 1623I-PA8 DTD 4/29/19	Parkview Cafeteria addtn constr fee
6/5/2019	1049317	Mass Architects Inc	$ 93.51	Inv# 1804.06 DTD 5/6/19	Parkview Cafeteria addtn archr fee
6/5/2019	Reimb	CMS Willowbrook Reimburse	$ (1,954.02)	Pre-Constr Fees DCHS FY19	Pre Constr fees DCHS Fy19
6/26/2019	1049906	EMSCO Electric Supply Co Inc	$ 2,990.00	Inv #1931554 & 19010620	MCHS District Wide Lighting
7/3/2019	1050071	CMS Willowbrook	$ 20,705.40	Inv# 708 DTD 5/23/19	DCHS PAC Pre-constr fee
7/3/2019	1050072	CMS Willowbrook	$ 1,500.00	Inv# 707 DTD 5/23/19	DCHS PAC Pre-constr fee
7/3/2019	1050073	CMS Willowbrook	$ 265,071.86	Pay App 5 1623T-PA5 DTD 5/10/19	KMS classroom/shelter Constr mgmt fees
7/3/2019	1050074	CMS Willowbrook	$ 249,299.29	Pay App 5 1623R PA5 DTD 5/10/19	MMS classroom Constr mgmt fees
7/3/2019	1050075	CMS Willowbrook	$ 19,716.36	Inv# 710 DTD 5/23/19	MCHS PAC Pre-constr fee
7/3/2019	1050076	CMS Willowbrook	$ 129,151.62	Pay App 4 1623I-PA4 DTD 5/10/19	DCHS Fieldhouse HVAC Constr Mgmt fees
7/3/2019	1050077	CMS Willowbrook	$ 105,046.27	Pay App 4 1623M PA4 DTD 5/10/19	MCHS Fieldhouse HVAC Constr Mgmt fees
7/3/2019	1050078	CMS Willowbrook	$ 1,500.00	Inv# 709 DTD 5/23/19	MCHS PAC Pre-constr fee
7/3/2019	1050079	CMS Willowbrook	$ 914.69	Inv# 706 DTD 5/23/19	CAHS Harris stadium Pre Constr Fees-parking
7/3/2019	1050080	CMS Willowbrook	$ 181,724.32	Pay App 2 1623S PA2 DTD 5/10/19	CAMS classrooms/shelter constr fees
7/3/2019	1050081	CMS Willowbrook	$ 196,876.01	Pay App 9 1623J PA9 DTD 5/10/19	P Hill storm shelter constr mgmt fees
7/3/2019	1050082	CMS Willowbrook	$ 53,655.47	Inv# 712 DTD 5/23/19	Schwartz renovation Pre constr fees
7/3/2019	1050083	CMS Willowbrook	$ 1,500.00	Inv# 711 DTD 5/23/19	Schwartz renovation Pre constr fees
7/3/2019	1050084	CMS Willowbrook	$ 456,511.64	Pay App 6 1623K PA6 DTD 5/10/19	CAHS Harris field constr mgmt fees
7/3/2019	1050085	CMS Willowbrook	$ 104,605.94	Pay App 5 1623N PA5 DTD 5/10/19	DCHS Kalsu field constr mgmt fees
7/3/2019	1050086	CMS Willowbrook	$ 346,746.20	Pay App 5 1623Q PA5 DTD 5/10/19	MCHS Rose field stadium constr mgmt fees
7/3/2019	1050087	Michael L McCoy Architects Inc	$ 152,019.00	Pay App 52419E DTD 5/24/19	MCHS PAC Architect fee
7/3/2019	1050088	Michael L McCoy Architects Inc	$ 6,396.45	Pay App 52419F DTD 5/24/19	MCHS PAC Architect fee

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7/3/2019	1050089	Michael L McCoy Architects Inc	$ 17,437.31	Pay App 52419C DTD 5/24/19	DCHS PAC Architect fee
7/3/2019	1050090	Michael L McCoy Architects Inc	$ 148,363.00	Inv# 52419D DTD 5/24/19	DCHS PAC Architect fee
7/3/2019	1050091	Michael L McCoy Architects Inc	$ 328,306.25	Pay App 52419A DTD 5/24/19	Schwartz renovation Architect fees
7/3/2019	1050092	Michael L McCoy Architects Inc	$ 83,521.23	Pay App 52419B DTD 5/24/19	Schwartz renovation Architect fees
7/3/2019	1050093	WPM Design Group	$ 5,488.14	Inv# 2650 DTD 5/20/19	CAHS parking repair Engineering fees
7/3/2019	1050094	AGP- The ABLA Griffiin Partnership	$ 7,554.26	Pay App 9A DTD 5/15/19	CAMS classrooms/shelter architect fees
7/3/2019	1050095	AGP- The ABLA Griffiin Partnership	$ 2,806.83	Pay App 9B DTD 5/15/19	CAMS classrooms/shelter architect fees
7/3/2019	1050096	LWPB Architecture	$ 2,487.96	Inv# 4890A DTD 5/16/19	KMS classroom/shelterArchitect fees
7/3/2019	1050097	LWPB Architecture	$ 4,868.47	Inv# 4890B DTD 5/16/19	KMS classroom addtn Architect fees
7/3/2019	1050098	LWPB Architecture	$ 5,164.30	Inv# 4889C DTD 5/16/19	MMS classroom addtn Architect fees
7/3/2019	1050099	LWPB Architecture	$ 338.48	Inv# 4889B DTD 5/16/19	MMS classroom addtn Architect fees
7/3/2019	1050100	LWPB Architecture	$ 2,487.96	Inv# 4889A DTD 5/16/19	MMS classroom addtn Architect fees
7/3/2019	1050101	Design Architects Plus Inc	$ 148,902.00	Pay App 1A DTD 5/15/19	DCHS Kalsu field Architect fees
7/3/2019	1050102	Design Architects Plus Inc	$ 1,892.93	Pay App 1B DTD 5/15/19	DCHS Kalsu field Architect fees
7/9/2019	0307006	Dezign Partnership Inc	$ 968.40	Inv# MDPB062419 DTD 6/24/19	Maint dept paint booth architect fees
7/11/2019	1050273	CMS Willowbrook	$ 72,709.28	Pay App 5 1623M PA5 DTD 6/10/19	MCHS Fieldhouse HVAC Constr Mgmt fees
7/11/2019	1050274	CMS Willowbrook	$ 472,976.92	Pay App 6 12623Q PA6 DTD 6/10/19	MCHS Rose field Ccnstr mgmt fees
7/11/2019	1050275	CMS Willowbrook	$ 114,267.97	Pay App 6 1623N PA6 DTD 6/10/19	DCHS Kalsu field constr mgmt fees
7/11/2019	1050276	CMS Willowbrook	$ 304,625.09	Pay App 7 1623K PA7 DTD 6/10/19	CAHS Harris field constr mgmt fees
7/11/2019	1050277	CMS Willowbrook	$ 232,675.43	Pay App 6 1623R PA6 DTD 6/10/19	MMS classroom Constr mgmt fees
7/11/2019	1050278	CMS Willowbrook	$ 458,217.24	Pay App 6 1623T PA6 DTD 6/10/19	KMS classroom/shelter Constr mgmt fees
7/11/2019	1050279	LWPB Architecture	$ 4,805.24	Inv# 4914A DTD 6/20/19	MMS classroom addtn Architect fees
7/11/2019	1050280	LWPB Architecture	$ 1,341.41	Inv# 4914B DTD 6/20/19	MMS classroom addtn Architect fees
7/11/2019	1050281	LWPB Architecture	$ 1,997.09	Inv# 4915B DTD 6/20/19	MMS classroom addtn Architect fees
7/11/2019	1050282	LWPB Architecture	$ 4,805.24	Inv# 4915A DTD 6/20/19	KMS classroom addtn Architect fees
7/12/2019	1050331	CMS Willowbrook	$ 49,663.83	Pay App 5 1623I PA5 DTD 6/10/19	DCHS Fieldhouse HVAC constr mgmt fees
7/12/2019	1050332	CMS Willowbrook	$ 104,432.52	Pay App 1 1623V PAC1 DTD 6/10/19	MCHS PAC constr fees
7/12/2019	1050333	CMS Willowbrook	$ 114,597.77	Pay App 1 1623U PAI DTD 6/10/19	DCHS PAC constr fees
7/12/2019	1050334	CMS Willowbrook	$ 250,555.06	Pay App 1 1623X PA1 DTD 6/10/19	Schwartz renovation constr fees
7/12/2019	1050335	CMS Willowbrook	$ 186,150.88	Pay App 3 1623S PA3 DTD 6/10/19	CAMS classrooms/shelter constr fees
7/23/2019	1050545	Bryan's Flooring LLC	$ 11,995.00	Inv# 20368 DTD 7/9/19	H Park new gym flooring
7/23/2019	1050546	Breeden Painting LLC	$ 2,850.00	Inv# 20190620 DTD 6/20/19	MCHS flooring impr wrestling hallway floors
8/2/2019	1050789	LV Myers & Associates, LLC	$ 50,998.00	Inv# IN15182	Instal paint booth equip-Maintenance
8/8/2019	1050918	CMS WIllowbrook	$ 73,828.27	Pay App 10 1623J-PA10 DTD 7/23/19	P Hill storm shelter-constr mgmt fee
8/8/2019	1050919	CMS WIllowbrook	$ 188,409.40	Pay App 2 1623X PA2 DTD 7/10/19	Schwartz-renovation
8/8/2019	1050920	CMS WIllowbrook	$ 249,146.60	Pay App 4 1623S PA4 DTD 7/10/19	CAMS classroom/shelter
8/8/2019	1050921	CMS WIllowbrook	$ 526,720.54	Pay App 7 1623T PA7 DTD 7/10/19	KMS classroom/shelter constr mgmt fee
8/8/2019	1050922	CMS WIllowbrook	$ 334,765.05	Pay App 8 1623D PA8 DTD 7/10/19	CAHS Harries field Constr Mgmt Fees

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8/8/2019	1050923	CMS WIllowbrook	$ 482,583.47	Pay App 7 1623R PA7 DTD 7/10/19	MMS classrooms contrs mgmt fee
8/8/2019	1050924	CMS WIllowbrook	$ 198,640.40	Pay App 7 16233N PA7 DTD 7/10/19	DCHS Kalsu Field Constr Mgmt fees
8/8/2019	1050925	CMS WIllowbrook	$ 89,191.42	Pay App 2 1623V PA2 DTD 7/10/19	MCHS PAC Constr fees
8/8/2019	1050926	CMS WIllowbrook	$ 68,546.28	Pay App 2 1623U PA2 DTD 7/10/19	DCHA PAC Constr fees
8/8/2019	1050927	CMS WIllowbrook	$ 440,309.70	Pay App 7 1623Q PA7 DTD 7/10/19	MCHS Rose field Constr fees
8/8/2019	1050928	CMS WIllowbrook	$ 82,467.27	Pay App 6 1623I PA6 DTD 7/10/19	DCHS Fieldhouse HVAC constr Mgmt fees
8/8/2019	1050929	CMS WIllowbrook	$ 79,105.34	Pay App 6 1623M PA6 DTD 7/10/19	MCHS Fieldhouse HVAC constr mgmt fees
8/8/2019	1050930	LWPB Architecture	$ 4,216.26	Inv# 4934 DTD 7/16/19	MMS classroom addtn Architect fees (fixed)
8/8/2019	1050931	LWPB Architecture	$ 4,224.05	Inv# 4935 DTD 7/16/19	KMS classroom addtn Architect fees (fixed)
8/8/2019	1050932	Jenco Construction Co	$ 43,795.00	Pay App 2 DTD 6/7/19	Paint Booth-Maintenance contr fee
8/8/2019	1050933	LV Myers & Associates, LLC	$ 24,968.00	Inv# IN15200 DTD 7/25/19	Maint dept paint booth instal
8/8/2019	1050934	Bryan's Flooring LLC	$ 10,475.00	Inv# 20512 DTD 7/31/19	KMS flooring instal
8/8/2019	1050935	Bryan's Flooring LLC	$ 2,935.00	Inv# 20529 DTD 8/9/19	KMS District Wide flooring improvements
8/15/2019	1051101	Ebsco Sign Group LLC Dba	$ 31,582.73	Inv# 194959 DTD 7/23/19	Parkview electronic marquee
8/15/2019	1051102	Ebsco Sign Group LLC Dba	$ 31,582.73	Inv# 194958 DTD 7/12/19	Barnes electronic marquee
8/15/2019	1051103	Ebsco Sign Group LLC Dba	$ 31,582.73	Inv# 194869 DTD 7/23/19	H Park electronic marquee
8/15/2019	1051104	Emsco Electric Supply Co Inc	$ 2,300.00	Inv# 1940611	MMS lighting improvements
8/21/2019	1051261	Emsco Electric Supply Co Inc	$ 4,626.85	Inv# 1941019	Townsend lighting improvements
8/23/2019	1051364	Floor Source LLC	$ 4,225.00	Inv# 081219-001 DTD 8/12/19	C Estates new flooring
8/23/2019	1051365	Bryan's Flooring	$ 8,343.85	Inv# 20647 DTD 8/15/2019	KMS new VCT & DC flooring
9/5/2019	1051591	Promaxima Manufacturing, LLC	$ 80,968.50	Inv# 107746 DTD 8/16/19	DCHS Kalsu Stadium-weight room equip
9/9/2019	1051663	Jenco Construction Co	$ 42,275.00	Pay App #3 dtd 8/20/19	Maint Dept Paint Booth Constr Fees
9/25/2019	1051663	Void Jenco Construction Co	$ (42,275.00)	Pay App #3 dtd 8/20/19	Maint Dept Paint Booth Constr Fees
9/9/2019	1051664	Floor Source LLC	$ 453.16	Inv# 083019-004 DTD 8/28/19	Schwartz flooring
9/10/2019	1051777	Dezign Parnership Inc	$ 645.60	Inv# MDPH090119	Maint Dept Paint Booth Constr Fees
9/19/2019	1052363	Jackson & Jackson Engineering Inc	$ 4,050.00	Inv# 2019014 DTD 6/3/19	P Hill storm shelter 3rd party peer review
9/19/2019	1052364	AGP- The Abla Griffin Partnership	$ 1,000.00	Application 5A DTD 6/21/19	P Hill storm shelter architect fees
9/19/2019	1052365	AGP- The Abla Griffin Partnership	$ 6,193.44	Application 5B DTD 6/21/19	P Hill storm shelter architect fees
9/19/2019	1052366	AGP- The Abla Griffin Partnership	$ 6,907.40	Application 10 DTD 8/1/19	CAMS storm shelter architect fees
9/19/2019	1052367	LWPB Architecture	$ 3,573.76	Inv# 4976 DTD 9/26/19	MMS classroom addtn Architect fees (fixed)
9/19/2019	1052368	LWPB Architecture	$ 3,580.05	Inv# 4977 DTD 08/26/19	KMS classroom addtn Architect fees (fixed)
9/19/2019	1052369	CMS Willowbrook	$ 1,585.05	Inv# 722 DTD 8/16/19	MCHS Rose Stadium pressbox sprinkler Proj
9/19/2019	1052370	CMS Willowbrook	$ 326,582.79	Application 3 1623X PA3 DTD 8/10/19	Schwartz Campus Renovation constr
9/19/2019	1052371	CMS Willowbrook	$ 1,306,462.13	Application 8 1623T-PA8 DTD 8/10/19	KMS classroom/shelter construction
9/19/2019	1052372	CMS Willowbrook	$ 194,189.85	Application 5 1623S PA5 DTD 8/10/19	CAMS classroom/storm shelter construction
9/19/2019	1052373	CMS Willowbrook	$ 824,614.90	Application 8 1623R PA8 DTD 8/10/19	MMS classroom addtn construction
9/19/2019	1052374	CMS Willowbrook	$ 542,005.28	Application 9 1623K-PA9 DTD 8/10/19	CAHS Harris field Improvement construction
9/19/2019	1052375	CMS Willowbrook	$ 422,957.59	Application 8 1623N-PA8 DTD 8/10/19	DCHS Kalsu stadium construction mgmt

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9/19/2019	1052376	CMS Willowbrook	$ 260,300.40	Application 3 1623U-PA3 DTD 8/10/19	DCHS PAC construction fees
9/19/2019	1052377	CMS Willowbrook	$ 214,175.11	Application 3 1623V-PA3 DTD 8/10/19	MCHS PAC construction fees
9/19/2019	1052378	CMS Willowbrook	$ 457,561.22	Application 8 1623Q-PA8 DTD 8/10/19	MCHS Rose Stadium Constr Mgmt Fees
9/19/2019	1052379	CMS Willowbrook	$ 31,680.83	Application 1 1623Y-PA1 DTD 8/10/19	CAHS Harris field Detention Pond constr fees
9/19/2019	1052380	CMS Willowbrook	$ 1,455.40	Inv# 720 DTD 8/9/19	CAHS Harris field Detention Pond pre-constr
9/19/2019	1052381	CMS Willowbrook	$ 31,724.90	Application 1 1623W-PA1 DTD 8/10/19	CAHS Harris stadium parking repairs constr
9/19/2019	1052382	CMS Willowbrook	$ 78,192.20	Application 7 1623I-PA7 DTD 8/10/19	DCHS Fieldhouse HVAC improvement
9/19/2019	1052383	CMS Willowbrook	$ 103,625.83	Application 7 1623M-PA7 DTD 8/10/19	MCHS Fieldhouse HVAC improvement
9/24/2019	1052434	CMS Willowbrook*	$ 31,680.83	Application 1(1623Y-PA1) DTD 8/10/19	CAHS Harris field Detention Pond constr fees
9/24/2019	1052435	CMS Willowbrook*	$ 1,455.40	Inv# 720 DTD 8/9/19	CAHS Harris field Detention Pond pre-constr
9/24/2019	1052436	CMS Willowbrook*	$ 31,724.90	Application 1(1623W-PA1) DTD 8/10/19	CAHS Harris stadium parking repairs constr
9/24/2019	1052437	CMS Willowbrook*	$ 78,192.20	Application 7(1623I-PA7) DTD 8/10/19	DCHS Fieldhouse HVAC improvement
9/24/2019	1052438	CMS Willowbrook*	$ 103,625.83	Application 7(1623M-PA7) DTD 8/10/19	MCHS Fieldhouse HVAC improvement
9/25/2019	307254	Jenco Construction Co	$ 42,275.00	Application 3 DTD 8/20/19	Maint Paint Bood construction fees
10/1/2019	1052434	CMS Willowbrook* Void	$ (31,680.83)	Application 1(1623Y-PA1) DTD 8/10/19	CAHS Harris field Detention Pond constr fees
10/1/2019	1052435	CMS Willowbrook* Void	$ (1,455.40)	Inv# 720 DTD 8/9/19	CAHS Harris field Detention Pond pre-constr
10/1/2019	1052436	CMS Willowbrook* Void	$ (31,724.90)	Application 1(1623W-PA1) DTD 8/10/19	CAHS Harris stadium parking repairs constr
10/1/2019	1052437	CMS Willowbrook* Void	$ (78,192.20)	Application 7(1623I-PA7) DTD 8/10/19	DCHS Fieldhouse HVAC improvement
10/1/2019	1052438	CMS Willowbrook* Void	$ (103,625.83)	Application 7(1623M-PA7) DTD 8/10/19	MCHS Fieldhouse HVAC improvement
10/2/2019	1052667	Floor Source LLC	$ 2,544.40	Inv# 091919-001 DTD 9/19/2019	Parkview Flooring
10/8/2019	1052787	Floor Source LLC	$ 12,186.00	Inv#: 092619-003	MCHS new flooring
10/8/2019	1052788	Thompson Educational Furnishings	$ 13,568.00	Inv#: 2752	P Hill Instal Storm Shelter Furniture
10/15/2019	1052958	CMS Willowbrook	$ 108,597.88	PayApp# 10 1623R DTD 9/10/19	CAHS Harris Field Stadium and lighting
10/15/2019	1052959	LWPB Architecture	$ 6,528.04	Inv# 4989 DTD 9/23/19	KMS storm shelter/classroom arch fees
10/15/2019	1052960	CMS Willowbrook	$ 40,472.64	PAY APP 8 & 9 1623I DTD 9/10/19	DCHS Fieldhouse HVAC
10/15/2019	1052961	CMS Willowbrook	$ 42,736.25	PayApp# 8 & 9 1623M DTD 9/10/19	MCHS fieldhouse HVAC
10/15/2019	1052962	CMS Willowbrook	$ 342,907.13	PayApp# 9 1623N DTD 9/10/19	DCHS Kalsu Field Stadium constr fees
10/15/2019	1052963	CMS Willowbrook	$ 452,734.15	PayApp# 9 1623Q DTD 9/10/19	MCHS Rose Field Stadium Constr Fees
10/15/2019	1052964	CMS Willowbrook	$ 128,686.06	PPayApp #6 1623S DTD 9/10/19	CAMS classroom/storm shelter construction
10/15/2019	1052965	CMS Willowbrook	$ 446,898.91	PPayApp# 9 1623T DTD 9/10/19	KMS classroom/shelter construction
10/15/2019	1052966	CMS Willowbrook	$ 67,035.80	PayApp# 2 1623W DTD 9/10/19	CAHS Harris Stadium Parking project
10/15/2019	1052967	CMS Willowbrook	$ 284,493.00	PayApp# 4 1623V DTD 9/10/19	MCHS PAC constr fees
10/15/2019	1052968	CMS Willowbrook	$ 196,364.62	PayApp# 4 1623X DTD 9/10/19	Schwartz Campus Renovation/imp constr
10/15/2019	1052969	CMS Willowbrook	$ 166,143.71	PayApp# 4 1623U DTD 9/10/19	DCHS PAC constr fees
10/15/2019	1052970	CMS Willowbrook	$ 17,701.50	PayApp# 2 1623Y DTD 9/10/19	CAHS Detention Pond constr fees
10/15/2019	1052971	LWPB Architecture	$ 6,518.84	Inv#:4988 DTD 9/23/19	MMS Classroom addtn arch fees
10/15/2019	1052972	CMS Willowbrook	$ 702,809.15	PayApp# 9 1623R DTD 9/10/19	MMS Classroom addtn constr fees
11/4/2019	1053364	Performance Surfaces, LLC	$ 26,385.00	Inv# 16987 DTD 10/10/19	KMS Wrestling room flooring

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11/4/2019	1053365	Oswalt Restaurant Supply	$ 11,646.06	Inv# 0246245-IN DTD 9/17/19	CAHS Harris stadium refrigeration equip
11/4/2019	1053366	Chickasaw Telecom Inc	$ 10,753.02	Inv# 52878 DTD 10/23/19	KMS Band Room Technology equip
11/4/2019	1053367	Bentley Flooring	$ 32,300.00	Inv# 20432 DTD 9/1/19	Co. Estates/Townsend/jDC Elem gym flooring
11/4/2019	1053368	Bentley Flooring	$ 2,970.00	Inv# 20434 DTD 9/1/19	Del City Elem Carpet 2 classrooms
11/4/2019	1053369	Bentley Flooring	$ 13,819.98	Inv# 20433 DTD 9/1/19	DCHS P.Hill CAHS Ridgecrest MCHS Band-flooring
11/4/2019	1053370	Bentley Flooring	$ 10,703.00	Inv# 20435 DTD 9/1/19	H Park flooring
11/4/2019	1053371	Bentley Flooring	$ 7,730.00	Inv# 20436 9/1/19	KMS Vocal music room flooring
11/5/2019	1053407	Oswalt Equipment Co	$ 11,562.72	Inv# 0247070-IN DTD 10/31/19	DCHS Stadium refrigeration equip
11/5/2019	1053408	Oswalt Equipment Co	$ 4,776.65	Inv# 024707-IN DTD 10/31/19	CAHS Stadium refrigeration equip
11/5/2019	1053409	Oswalt Equipment Co	$ 6,952.75	Inv# 0247070-IN DTD 10/31/19	MCHS Stadium refrigeration equip
11/8/2019	1053508	Jenco Construction Co	$ 4,857.50	App# 4 DTD 10/4/19	Paint Booth Maintenance Dept
11/8/2019	1053509	Jenco Construction Co	$ 550.00	App# 4	Paint Booth Maintenance Dept
11/15/2019	1053710	Oklahoma Direct Bore LLC	$ 1,015.00	Inv# 925 DTD 11/1/19	H Park Marquee electrical condiut
11/15/2019	1053711	Curbing Solutions	$ 2,500.00	Inv# 1016 DTD 10/31/19	Townsend Marquee landscaping svcs
11/15/2019	1053712	LWPB Architecture	$ 3,573.10	Inv# 5015 DTD 10/20/19	MMS Arch. fees (fixed) classroom addtn
11/15/2019	1053713	LWPB Architecture	$ 3,579.66	Inv# 5016 DTD 10/20/19	KMS Arch. fees (fixed) classroom/shelter
11/15/2019	1053714	Design Architects Plus Inc	$ 44,977.70	App# 3B DTD 10/28/19	CAHS Harris stadium Arch. fees
11/15/2019	1053715	Design Architects Plus Inc	$ 3,265.31	App# 3A DTD 10/28/19	CAHS Harris stadium Arch. fees
11/15/2019	1053716	Design Architects Plus Inc	$ 143,669.67	App# 2 DTD 10/28/19	DCHS Kalsu stadium Arch. fees
11/15/2019	1053717	CMS Willowbrook Inc	$ 102,894.57	App# 7 1623S-PA7 DTD 10/10/19	CAMS Constr fees classroom/shelter
11/15/2019	1053718	CMS Willowbrook Inc	$ 15,295.72	App# 3 1623W-PA3	CAHS Harris Stadium constr fees
11/15/2019	1053719	CMS Willowbrook Inc	$ 165,302.93	App# 11 1623K 9A11 DTD 10/10/19	CAHS Harris Stadium constr mgmt fees
11/15/2019	1053720	CMS Willowbrook Inc	$ 130,191.78	App# 11 1623D PA11 DTD 10/10/19	CAHS Harris Stadium constr mgmt fees
11/15/2019	1053721	CMS Willowbrook Inc	$ 131,777.68	App# 1623V PA5 10/10/19	MCHS PAC constr fees
11/15/2019	1053722	CMS Willowbrook Inc	$ 583,598.81	App# 5 1623X 9A5 DTD 10/10/19	Schwartz campus renovation constr fees
11/15/2019	1053723	CMS Willowbrook Inc	$ 584,504.95	App# 10 1623R PA10 DTD 10/10/19	MMS classroom addtn constr mgmt fees
11/15/2019	1053724	CMS Willowbrook Inc	$ 721,295.48	App# 10 1623T PA10 DTD 10/10/19	KMS classroom/shelter constr mgmt fees
11/15/2019	1053725	CMS Willowbrook Inc	$ 120,669.03	App# 1 1912A PA1 DTD 10/10/19	CAHS PAC constr fees
11/15/2019	1053726	CMS Willowbrook Inc	$ 39,210.15	Inv# 730 DTD 9/27/19	CAHS PAC pre-constr fees
11/15/2019	1053727	CMS Willowbrook Inc	$ 1,500.00	Inv# 725 DTD 9/27/19	CAHS PAC pre-constr fees
11/22/2019	307467	CMS Willowbrook Inc	$ 703,920.00	Pay App# 10 1623Q PA10 DTD 10/10/19	Rose Field Stadium Constr Mgmt Fees
11/22/2019	307468	CMS Willowbrook Inc	$ 188,788.17	Pay App# 5 1623U PA5 DTD 10/10/19	DCHS PAC Constr Fees
11/22/2019	307469	CMS Willowbrook Inc	$ 132,321.98	Pay App# 10 1623N PA10 DTD 10/10/19	DCHS Kalsu Stadium Constr Mgmt Fees
11/22/2019	307470	CMS Willowbrook Inc	$ 45,902.98	Pay App# 3 1623Y PA3 DTD 10/10/19	CAHS Harris field detention pond constr
12/10/2019	1054276	Emsco Electric Supply Co Inc	$ 2,841.65	Inv# 1954677 DTD 11/21/19	MCHS Field house Lighting
12/16/2019	1054702	Bryan's Flooring	$ 2,995.00	Inv# 21244 DTD 10/30/19	C Estates flooring-Room 24
12/16/2019	1054703	Thompson Educational Furnishings	$ 46,729.01	Inv# 2821 DTD 12/9/19	KMS Band Room furniture/equip
12/16/2019	1054704	Thompson Educational Furnishings	$ 44,357.87	Inv# 2820 DTD 12/9/19	MMS Band Room furniture/equip

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12/19/2019	1054847	CMS Willowbrook Inc	$ 436,861.23	1623N PA11 DTD 11/10/19	DCHS Kalsu Fieldhouse constr mgmt fees
12/19/2019	1054848	CMS Willowbrook Inc	$ 3,061.94	1623K PA12 DTD 11/10/19	CAHS Harris Field Stadium constr mgmt fees
12/19/2019	1054849	CMS Willowbrook Inc	$ 742,337.38	1623R PA11 DTD 11/10/19	MMS classroom additions constr mgmt fees
12/19/2019	1054850	CMS Willowbrook Inc	$ 82,035.05	1912A PA2 DTD 11/10/19	CAHS PAC constr fees
12/19/2019	1054851	CMS Willowbrook Inc	$ 231,347.85	1623Q PA11 DTD 11/10/19	MCHS Rose Field Stadium constr mgmt fees
12/19/2019	1054852	CMS Willowbrook Inc	$ 99,893.95	1623U PA6 DTD 11/10/19	DCHS PAC constr fees
12/19/2019	1054853	CMS Willowbrook Inc	$ 782,582.75	1623T PA11 DTD 11/10/19	KMS Classroom/shelter constr mgmt fees
12/19/2019	1054854	CMS Willowbrook Inc	$ 371,074.73	1623X PA6 DTD 11/10/19	Schwartz renovations constr fees
12/19/2019	1054855	CMS Willowbrook Inc	$ 265,021.27	1623S PA8 DTD 11/10/19	CAMS Classroom/shelter
12/19/2019	1054856	CMS Willowbrook Inc	$ 101,452.59	1623V PA6 DTD 11/10/19	MCHS PAC constr fees
12/19/2019	1054857	LWPB Architecture	$ 1,319.10	Inv# 5040 DTD 11/25/19	KMS Architect fees classroom/shelter
12/19/2019	1054858	LWPB Architecture	$ 1,319.10	Inv# 5067 DTD 11/25/19	MMS Architect fees classroom additions
12/19/2019	1054859	Design Architects Plus Inc	$ 153,467.31	App 2 DTD 12/4/19	MCHS Rose Field Stadium Architect fees
12/19/2019	1054860	AGP-The Abla Griffin Partnership	$ 6,907.39	App 11 DTD 12/2/19	CAMS Architect fees Classroom/Shelter
1/9/2020	1055331	EMSCO Electric Supply Co Inc	$ 5,972.09	Inv# 1953879 DTD 11/19/19	Maintenance-Paint Booth Materials
1/9/2020	1055332	Michael D Allen	$ 12,365.03	Inv# 4123 DTD 12/16/19	Various sites-screen/coat/ break down gym floors
1/13/2020	1055382	CMS Willowbrook Inc	$ 5,464.87	Inv# 740 DTD 12/12/19	MCHS Turf removal/replacement
1/13/2020	1055383	CMS Willowbrook Inc	$ 5,484.99	Inv# 741 DTD 12/12/19	CAHS Turf removal/replacement
1/13/2020	1055384	CMS Willowbrook Inc	$ 4,016.16	Inv# 739 DTD 12/12/2019	DCHS Turf removal/replacement
1/13/2020	1055385	CMS Willowbrook Inc	$ 830,519.65	Pay App 12 1623r DTD 12/10/19	MMS classroom additions
1/13/2020	1055386	CMS Willowbrook Inc	$ 382,260.10	Pay App 1 1912d-PA1 DTD 12/10/19	CAHS Turf removal/replacement
1/13/2020	1055387	CMS Willowbrook Inc	$ 420,505.57	Pay App 1 1912c-PA1 DTD 12/10/19	MCHS Turf removal/replacement
1/13/2020	1055388	CMS Willowbrook Inc	$ 486,914.45	Pay App 12 1612n-PA12 DTD 12/10/19	DCHS Kalsu Field/Stadium Improvements
1/13/2020	1055389	CMS Willowbrook Inc	$ 217,212.76	Pay App 12 1623q -PA12 DTD 12/10/19	MCHS Rose Field/Stadium Improvements
1/13/2020	1055390	CMS Willowbrook Inc	$ 207,480.00	Pay App 9 1623s-PA9 DTD 12/10/19	CAMS Classroom/Storm Shelter
1/13/2020	1055391	CMS Willowbrook Inc	$ 714,069.02	Pay App 12 1623t-PA12 DTD 12/10/19	KMS Classroom/Storm Shelter
1/13/2020	1055392	CMS Willowbrook Inc	$ 347,987.53	Pay App 7 1623x-PA7 DTD 12/10/19	Schwartz Elem Campus Renovation/Impr
1/13/2020	1055393	CMS Willowbrook Inc	$ 248,710.68	Pay App 7 1623u-PA7 DTD 12/10/19	DCHS PAC Improvements
1/13/2020	1055394	CMS Willowbrook Inc	$ 280,153.01	Pay App 1 1912b-PA1 DTD 12/10/19	DCHS Turf removal/replacement
1/13/2020	1055395	CMS Willowbrook Inc	$ 134,267.05	Pay App 7 1623v-PA7 DTD 12/10/19	MCHS PAC Improvements
1/13/2020	1055396	CMS Willowbrook Inc	$ 126,803.35	Pay App 3 1912a-PA3 DTD 12/10/19	CAHS PAC Improvements
1/13/2020	1055397	Breeden Painting LLC	$ 5,450.00	Inv# RM MCHS DTD 01/08/20	MCHS Hospitality room-flooring
1/13/2020	1055398	Bentley Flooring	$ 11,288.01	Inv# 20437 DTD 09/01/19	MCHS Home Ec/various rooms flooring
1/13/2020	1055399	Bryan's Flooring	$ 14,995.00	Inv# 21592 DTD 12/30/19	MCHS VCT Dynamic adhesive various rooms
1/13/2020	1055400	Chickasaw Telecom Inc	$ 8,443.58	Inv# 52926b DTD 10/29/19	CAHS Harris Field TechEquip/software
1/13/2020	1055401	Chickasaw Telecom Inc	$ 11,656.02	Inv# 52926a DTD 1029/19	MMS Band Room tech equip/software
1/13/2020	1055402	Emsco Electric Supply Co Inc	$ 8,000.00	Inv# 1953969 11/15/19;1957604 12/17/19	CAHS lighting improvements
1/30/2020	1055807	Troxell Communications	$ 4,200.00	Inv# 217060 DTD 1/22/2020	MMS Band Room tech equip/software

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2/20/2020	307725	CMS Willowbrook Inc	$ 321,927.40	Pay App #13 1623t-PA13 DTD 1/10/20	KMS Mgmt Fees Classrooms/Shelter
2/20/2020	1056298	Troxell Communications	$ 4,200.00	Inv #217802 DTD 1/27/20	KMS Tech Equipment for Band room
2/20/2020	1056299	LWPB Architecture	$ 7,266.06	Inv #5104 DTD 1/22/20	KMS Architect Fees
2/20/2020	1056300	LWPB Architecture	$ 8,193.18	Inv #5103 DTD 1/22/20	Monroney Architect Fees
2/20/2020	1056301	CMS Willowbrook Inc	$ 319,959.64	Pay App #8 1623x-PA8 DTD 1/10/20	Schwartz Construction fees campus renovation
2/20/2020	1056302	CMS Willowbrook Inc	$ 357,995.99	Pay App #10 1623s-PA10 DTD 1/10/20	CAMS Constr Fees Campus Renovation
2/20/2020	1056303	CMS Willowbrook Inc	$ 631,625.97	Pay App #13 1623q-PA13 DTD 1/10/20	MCHS Constr Mgmt Fees Rose Field
2/20/2020	1056304	CMS Willowbrook Inc	$ 428,271.79	Pay App #13 1623n-PA13 DTD 1/10/20	DCHS Constr Mgmt Fees Kalsu Stadium
2/20/2020	1056305	CMS Willowbrook Inc	$ 99,300.78	Pay App #13 1623k-PA13 DTD 1/10/20	CAHS Constr Mgmt fees Harris Field Stadium
2/20/2020	1056306	CMS Willowbrook Inc	$ 240,004.22	Pay App #13 1623r PA13 DTD 1/10/20	MMS Constr Mgmt fees Classroom Additions
2/20/2020	1056307	CMS Willowbrook Inc	$ 112,223.13	Pay App #2 1912d-PA2 DTD 1/10/20	CAHS Constr Fees for turf removal/replacement
2/20/2020	1056309	CMS Willowbrook Inc	$ 348,461.69	Pay App #8 1623v-PA8 DTD 1/10/20	MCHS Constr Fees for PAC
2/20/2020	1056310	CMS Willowbrook Inc	$ 208,814.91	Pay App #2 1912C-PA2 DTD 1/10/20	MCHS Constr Fees for Turf Removal/Replacement
2/20/2020	1056311	CMS Willowbrook Inc	$ 183,694.09	Pay App #2 1912b-PA2 DTD 1/10/20	DCHS Constr Mgmt fee for Turf Removal/Replace
2/20/2020	1056312	CMS Willowbrook Inc	$ 231,996.35	Pay App #8 1623u-PA8 DTD 1/10/20	DCHS Constr fees for PAC
2/20/2020	1056313	CMS Willowbrook Inc	$ 293,123.11	Pay App #4 1912a-PA4 DTD 1/10/20	CAHS Constr Fees for PAC
2/21/2020	1056332	Air Power Equipment Company Inc	$ 2,900.00	Inv# 5784689 DTD 2/13/2020	Paint Booth Equipment for Maintenance
2/21/2020	1056333	Emsco Electric Supply Co Inc	$ 12,936.00	Inv# 2060973 DTD 1/24/20	DCHS Gym Lighting Improvement
2/21/2020	1056334	Emsco Electric Supply Co Inc	$ 12,936.00	Inv# 2062974 DTD 2/11/20	MCHS Gym Lighting Improvement
3/3/2020	1056595	Hunzicker Brothers Inc	$ 7,019.75	Inv# S2136290.003	MMS Gym District wide lighting
3/24/2020	1057224	Air Power Equipment Co	$ 588.70	Inv# 5784802 DTD 3/10/20	Maintenance Paint Booth Equipment
3/26/2020	1057307	CMS Willowbrook Inc	$ 12,810.53	PA#-14B 1623q-PA-14B DTD 2/10/20	MCHS Rose Field Stadium
3/26/2020	1057308	CMS Willowbrook Inc	$ 12,831.72	1623q-PA14C; 1623q-PA15Rt) DTD 2/10,2/19/20	MCHS Rose Field Press Box Sprinkler
3/26/2020	1057309	CMS Willowbrook Inc	$ 7,902.32	PA# 4 1623w-PA4 DTD 1/10/20	CAHS Stadium Parking Repairs
3/26/2020	1057310	CMS Willowbrook Inc	$ 249,011.82	PA# 11 1623s-PA11 DTD 2/10/20	CAMS Classroom/Shelter Construction
3/26/2020	1057311	CMS Willowbrook Inc	$ 659,687.91	PA# 9 1623x-PA9 DTD 02/10/20	Schwartz Campus Renovation
3/26/2020	1057312	CMS Willowbrook Inc	$ 547,229.92	PA# 14 1623t-PA14 DTD 2/10/20	KMS Classroom/Shelter addition
3/26/2020	1057313	CMS Willowbrook Inc	$ 521,826.73	PA# 14 1623r-PA14 DTD 2/10/20	MMS Classroom addition
3/26/2020	1057314	CMS Willowbrook Inc	$ 335,417.18	PA# 14A 1623q-PA14A DTD 2/10/20	MCHS Rose Field Stadium Construction
3/26/2020	1057315	CMS Willowbrook Inc	$ 243,174.23	PA# 5 1912a-PA5 DTD 2/10/20	CAHS PAC Construction
3/26/2020	1057316	CMS Willowbrook Inc	$ 169,158.64	PA# 9 1623v-PA9 DTD 2/10/20	MWCH PAC Construction
3/26/2020	1057317	CMS Willowbrook Inc	$ 256,768.80	PA# 9 1623u-PA9 DTD 2/10/20	DCHS PAC Construction
3/26/2020	1057318	CMS Willowbrook Inc	$ 11,419.55	PA# 3 1912b-PA3 DTD 2/26/20	DCHS Turf Removal/Replacement
3/26/2020	1057319	CMS Willowbrook Inc	$ 15,106.64	PA# 3 1912c-PA3 DTD 2/26/20	MCHS Turf Removal/Replacement
3/26/2020	1057320	Mass Architects Inc	$ 1,789.92	Inv# 1803 DTD 7/7/19	DCHS Fieldhouse HVAC Arch Fees
3/26/2020	1057321	Mass Architects Inc	$ 1,844.79	Inv# 1803.02F DTD 7/1/19	MCHS Field House HVAC Improvements
3/26/2020	1057322	LWPB Architecture	$ 3,580.07	Inv# 5139 DTD 2/24/20	KMS Classoom/Shelter addition
3/26/2020	1057323	LWPB Architecture	$ 3,386.49	Inv# 5138 DTD 2/24/20	MMS classroom Addition Arch Fees

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3/26/2020	1057324	WPM Design Group	$ 1,829.38	Inv# 2725 DTD 1/23/20	CAHS Harris Stadium Engineering fees
3/26/2020	1057325	Michael D Allen	$ 72,760.00	Inv# 4142 DTD 3/25/20	District Wide Flooring Impr-various sites
4/3/2020	1057518	Veritiv Operating Company	$ 4,847.25	Invoice# 012-60332016 DTD 2-27-20	Rose Field Stadium Improvements
4/20/2020	1058017	CMS Willowbrook	$ 4,288.86	1623q-PA16C dtd 3/10/20	Rose Field Stadium Improvements
4/20/2020	1058018	CMS Willowbrook	$ 154,475.52	1912d-PA3 dtd 3/01/20	CAHS Turf remove/replace
4/20/2020	1058019	CMS Willowbrook	$ 16,087.06	16231-PA10; 16231-PA11 dtd 3/10/20	DCHS Fieldhouse HVAC
4/20/2020	1058020	CMS Willowbrook	$ 140,120.91	1623v-PA10 dtd 3/10/20	MCHS PAC Improvement
4/20/2020	1058021	CMS Willowbrook	$ 277,776.68	1623u-PA10 dtd 3/10/20	DCHS PAC construction
4/20/2020	1058022	CMS Willowbrook	$ 368,717.79	1623q-PA16A	MWCHS construction
4/20/2020	1058023	CMS Willowbrook	$ 215.65	1623q-PA16B dtd 3/10/20	Rose Field Stadium Improvements
4/20/2020	1058024	LWPB Architecture	$ 3,383.75	Invoice# 5166 DTD 3/23/20	MMS classroom addtn Architect fee
4/20/2020	1058025	CMS Willowbrook	$ 392,827.98	1912a-PA6	CAHC Construction
4/20/2020	1058026	Michael L Mccoy Architects Inc	$ 227,782.00	Inv# CAHS P1A dtd 3/3/20	CAHS PAC Architect Fees
4/20/2020	1058027	Michael L Mccoy Architects Inc	$ 56,439.01	Inv# CAHS P1B dtd 3/3/20	CAHS PAC Architect Fees
4/20/2020	1058028	CMS Willowbrook	$ 334,480.30	1623t-PA15 dtd 3/10/20	KMS classroom/shelter Arch Fees
4/20/2020	1058029	LWPB Architecture	$ 7,158.09	Invoice# 5167 dtd 3/25/20	KMS classroom/shelter Arch Fees
4/20/2020	1058030	CMS Willowbrook	$ 45,221.41	1623n-PA15B	DCHS Construction
4/20/2020	1058031	CMS Willowbrook	$ 607,962.23	1623r-PA15 dtd 3/10/20	MMS classroom addtn construction
4/20/2020	1058032	Bryan'S Flooring	$ 5,720.00	Invoice# 22404 dtd 3/25/20	H Park flooring Improvements
4/20/2020	1058033	Bryan'S Flooring	$ 2,998.00	Invoice# 22403 dtd 3/25/20	Barnes flooring Improvements
4/20/2020	1058034	CMS Willowbrook	$ 237,240.13	1623s-PA12	CAHS Construction
4/20/2020	1058035	CMS Willowbrook	$ 421,390.71	1623x-PA10 dtd 3/10/20	Schwartz renovation construction fees
4/29/2020	1058217	Bryan's Flooring	$ 2,998.00	Invoice# 22517 DTD 4/16/20	Barnes flooring
4/29/2020	1058218	School Health Corporation	$ 8,868.78	Invoice# 3754213-00 DTD 4/17/2020	CAMS AED Equipment
4/29/2020	1058219	School Health Corporation	$ 8,868.78	Invoice# 3754216-00 DTD 4/17/2020	MCMS AED Equipment
4/29/2020	1058220	School Health Corporation	$ 8,868.78	Invoice# 3754215-00 DTD 4/17/2020	DCMS AED Equipment
5/6/2020	1058394	Hunzicker Brothers Inc	$ 4,681.81	Inv# S2199829.001 DTD 4/16/20	CAHS Softball Field Lighting
5/6/2020	1058395	Hunzicker Brothers Inc	$ 8,882.33	Inv# S2199442.001 DTD 4/16/20	Townsend lighting improvements
5/18/2020	1058614	Emsco Electric Supply Co Inc	$ 7,236.00	Inv# 2068375 DTD 3/24/2020	CAHS Baseball field lighting
5/18/2020	1058615	Hunzicker Brothers Inc	$ 8,252.00	Inv# S2199428.001 DTD 4/28/2020	CAMS lighting
5/18/2020	1058616	Troxell Communications	$ 59,055.00	Inv# 231391 DTD 5/5/2020	KMS Classrooms Tech Display Equip
5/18/2020	1058617	Troxell Communications	$ 36,903.00	Inv# 231390 DTD 5/5/2020	CAMS Classrooms Tech Display Equip
5/18/2020	1058618	Troxell Communications	$ 59,055.00	Inv# 231389 DTD 5/5/2020	MMS Classrooms Tech Display Equip
5/21/2020	1058714	Michael L Mccoy Architects Inc	$ 7,500.00	Pay App 42320 DTD 4/23/2020	Schwartz Architect fees
5/21/2020	1058715	LWPB Architecture	$ 3,575.60	Inv# 5186 DTD 4/21/2020	KMS Architect Fees
5/21/2020	1058716	CMS Willowbrook Inc	$ 118,530.29	Pay App 11 1623U DTD 4/10/2020	DCHS PAC Construction
5/21/2020	1058717	CMS Willowbrook Inc	$ 493,979.14	Pay App 16 1623R DTD 4/10/2020	MMS Construction
5/21/2020	1058718	LWPB Architecture	$ 3,387.16	Inv# 5185 DTD 4/21/2020	MMS Architect Fees

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5/21/2020	1058719	CMS Willowbrook Inc	$ 402,006.70	Pay App 13 1623R DTD 4/10/2020	CAMS classroom/shelter construction
5/21/2020	1058720	CMS Willowbrook Inc	$ 642,297.99	Pay App 11 1623R DTD 4/10/2020	Schwartz Construction
5/21/2020	1058721	CMS Willowbrook Inc	$ 528,695.15	Pay App 16 1623T DTD 4/10/2020	KMS construction
5/21/2020	1058722	Michael L Mccoy Architects Inc	$ 5,360.00	Pay App CA042320 DTD4/23/2020	CAHS Architect Fee
5/21/2020	1058723	CMS Willowbrook Inc	$ 122,273.68	Pay App 16 1623N DTD 4/10/2020	DCHS Kalsu stadium construction
5/21/2020	1058724	CMS Willowbrook Inc	$ 429,123.02	Pay App 7 1912A DTD 4/10/2020	CAHS PAC construction
5/21/2020	1058725	CMS Willowbrook Inc	$ 123,703.23	Pay App 11 1623V DTD 4/10/2020	MCHS PAC Construction fee
5/21/2020	1058726	CMS Willowbrook Inc	$ 9,979.88	Pay App 17B 1623Q DTD 4/10/2020	MCHS Rose Field Construction
5/21/2020	1058727	CMS Willowbrook Inc	$ 23,072.19	Pay App11 1623M DTD 4/10/2020	MCHS Fieldhouse HVAC Construction
5/21/2020	1058728	CMS Willowbrook Inc	$ 11,338.66	Pay App 17C 1623Q DTD 4/10/2020	MCHS Rose Field Stadium construction
5/21/2020	1058729	CMS Willowbrook Inc	$ 295,564.95	Pay App 17A 1623Q DTD 4/10/2020	MCHS Rose Field Stadium construction
5/21/2020	1058730	CMS Willowbrook Inc	$ 297.66	Inv# 773 DTD 4/28/2020	CAMS Tennis courts pre-constr fee
5/21/2020	1058731	CMS Willowbrook Inc	$ 25,014.02	Pay App 4 1912B DTD 4/20/2020	DCHS Turf removal Constr Mgmt fee
5/21/2020	1058732	CMS Willowbrook Inc	$ 33,917.22	Pay App 4 1912C DTD 4/20/2020	MCHS Turf removal/repl Conostr fee
5/21/2020	1058733	CMS Willowbrook Inc	$ 13,233.42	Pay App 4 1912D DTD 4/24/2020	CAHS Turf removal/repl Construct fee
6/9/2020	1059081	Chickasaw Telecom Inc	$ 99,168.91	Inv# 54187 DTD 4/15/20	KMS classroom addition Tech integration
6/9/2020	1059082	Ademco Inc. dba ADI	$ 501.98	Inv# KX83DC01 DTD 4/29/20	MMS security camera equipment
6/9/2020	1059083	Ademco Inc. dba ADI	$ 1,300.99	Inv# LC92GK02 DTD 5/19/20	MMS security camera equipment
6/9/2020	1059084	Ademco Inc. dba ADI	$ 1,300.99	Inv# LC92FY02 DTD 5/19/20	KMS security camera equipment
6/9/2020	1059085	Ademco Inc. dba ADI	$ 501.98	Inv# KX83BG03 DTD 4/29/20	KMS security camera equipment
6/9/2020	1059086	Ademco Inc. dba ADI	$ 1,300.99	Inv# LC92DK02 DTD 5/19/20	Schwartz Security camera equipment
6/9/2020	1059087	Ademco Inc. dba ADI	$ 501.98	Inv# LB48JD01 & 02 DTD 4/29/20	Schwartz Security camera equipment
6/11/2020	1059201	Chickasaw Telecom Inc	$ 65,991.27	Inv# 54453 DTD 5/26/2020	CAMS - Tech integration equipment
6/11/2020	1059202	Chickasaw Telecom Inc	$ 99,168.91	Inv# 54523 DTD 6/2/2020	CAMS - Tech integration equipment
6/11/2020	1059203	Dustin Puckett dba	$ 33,200.00	Inv# KMSI DTD 6/1/2020	KMS relocation of portable bldgs
6/15/2020	1059254	LWPB Architecture	$ 4,076.89	Inv# 5217 DTD 5/21/20	MMS architect fees classroom addition
6/15/2020	1059255	CMS Willowbrook Inc	$ 252,359.13	Pay App 18A 1623q-18A DTD 5/10/20	MCHS Rose Field Stadium constr mgmt fee
6/15/2020	1059256	CMS Willowbrook Inc	$ 202,263.25	Pay App 18B 1623q-18B DTD 5/10/20	MCHS Rose Field Stadium constr mgmt fee
6/15/2020	1059257	CMS Willowbrook Inc	$ 422,640.52	Pay App 17 1623n-PA17 DTD 5/10/20	DCHS Kalsu stadium Constr mgmt fees
6/15/2020	1059258	AGP-The Abla Griffin Partnership	$ 6,907.39	Pay Pay App 12 DTD 5/29/20	CAMS classroom/shelter Architect fees
6/15/2020	1059259	CMS Willowbrook Inc	$ 481,340.38	Pay App 12 1623x-12 DTD 5/10/20	Schwartz renovation construction fees
6/15/2020	1059260	CMS Willowbrook Inc	$ 354,733.76	Pay App 14 1623s-PA14 DTD 5/10/20	CAMS classroom/shelter Construction fees
6/15/2020	1059261	LWPB Architecture	$ 3,114.91	Inv# 5218 DTD 5/21/20	KMS classrooms/shelter Architect fees
6/15/2020	1059262	CMS Willowbrook Inc	$ 374,377.56	Pay App 17 1623r-17 DTD 5/10/20	MMS Classroom addition constr mgmt fee
6/15/2020	1059263	CMS Willowbrook Inc	$ 199,443.23	Pay App 17 1623t-17 DTD 5/10/20	KMS classrooms/shelter constr mgmt fees
6/15/2020	1059264	CMS Willowbrook Inc	$ 460,070.82	Pay App 8 1912a-8 DTD 5/10/20	CAHS PAC construction fees
6/15/2020	1059265	CMS Willowbrook Inc	$ 143,641.27	Pay App 12 1623v-12 DTD 5/10/20	MCHS PAC construction fees
6/15/2020	1059266	CMS Willowbrook Inc	$ 7,696.14	Pay App 18C 1623q-18C DTD 5/10/2020	MCHS Rose Field stadium constr mgmt fees

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6/15/2020	1059267	CMS Willowbrook Inc	$ 104,658.03	Pay App 12 1623u-PA12 DTD 5/10/2020	DCHS PAC Construction fees
6/18/2020	1059366	Troxell Communications	$ 3,675.00	Inv# 236146 DTD 6/8/2020	KMS Tech Display equipement
6/25/2020	1059479	Emsco Electric Supply Co Inc	$ 1,744.71	Inv #S100001134.001/002 Dtd 6/8/20	KMS classroom addition
7/2/2020	1059685	Oswalt Equipment Company	$ 13,470.00	Inv# 0250509-IN DTD 6/29/20	MCHS Stadium Impr refrigeration equip
7/2/2020	1059686	Oswalt Equipment Company	$ 31,180.00	Inv# 0250509-IN DTD 6/29/20	DCHS Stadium Impr refrigeration equip
7/2/2020	1059687	Thompson Educational Furnishings	$ 233,191.01	Inv# 2883 DTD 6/25/20	KMS Classroom addtn classroom furnishings
7/13/2020	1059994	Nicoma Park Lumber Co	$ 1,287.54	Inv# 110318469 DTD 7/6/2020	CAMS Tennis courts backboard fabric
7/20/2020	1060189	LWPB Architecture	$ 1,707.24	Reversed on 07/24/2020	Reversed on 07/24/2020
7/20/2020	1060190	LWPB Architecture	$ 859.53	Reversed on 07/24/2020	Reversed on 07/24/2020
7/20/2020	1060191	CMS Willowbrook	$ 250,768.34	Reversed on 07/24/2020	Reversed on 07/24/2020
7/20/2020	1060192	CMS Willowbrook	$ 330,415.91	Reversed on 07/24/2020	Reversed on 07/24/2020
7/20/2020	1060193	CMS Willowbrook	$ 55,445.55	Reversed on 07/24/2020	Reversed on 07/24/2020
7/20/2020	1060194	CMS Willowbrook	$ 77,458.34	Reversed on 07/24/2020	Reversed on 07/24/2020
7/20/2020	1060195	CMS Willowbrook	$ 120,834.55	Reversed on 07/24/2020	Reversed on 07/24/2020
7/20/2020	1060196	CMS Willowbrook	$ 256,168.37	Reversed on 07/24/2020	Reversed on 07/24/2020
7/20/2020	1060197	CMS Willowbrook	$ 379,157.67	Reversed on 07/24/2020	Reversed on 07/24/2020
7/20/2020	1060198	CMS Willowbrook	$ 253,159.08	Reversed on 07/24/2020	Reversed on 07/24/2020
7/20/2020	1060199	CMS Willowbrook	$ 571,067.64	Reversed on 07/24/2020	Reversed on 07/24/2020
7/20/2020	1060200	CMS Willowbrook	$ 464,036.38	Reversed on 07/24/2020	Reversed on 07/24/2020
7/20/2020	1060201	CMS Willowbrook	$ 9,466.70	Reversed on 07/24/2020	Reversed on 07/24/2020
7/20/2020	1060202	CMS Willowbrook	$ 3,620.30	Reversed on 07/24/2020	Reversed on 07/24/2020
7/24/2020	1060202	CMS Willowbrook	$ (3,620.30)	To Reverse Entry on 07/20/20	To Reverse Entry on 07/20/20
7/24/2020	1060201	CMS Willowbrook	$ (9,466.70)	To Reverse Entry on 07/20/20	To Reverse Entry on 07/20/20
7/24/2020	1060200	CMS Willowbrook	$ (464,036.38)	To Reverse Entry on 07/20/20	To Reverse Entry on 07/20/20
7/24/2020	1060199	CMS Willowbrook	$ (571,067.64)	To Reverse Entry on 07/20/20	To Reverse Entry on 07/20/20
7/24/2020	1060198	CMS Willowbrook	$ (253,159.08)	To Reverse Entry on 07/20/20	To Reverse Entry on 07/20/20
7/24/2020	1060197	CMS Willowbrook	$ (379,157.67)	To Reverse Entry on 07/20/20	To Reverse Entry on 07/20/20
7/24/2020	1060196	CMS Willowbrook	$ (256,168.37)	To Reverse Entry on 07/20/20	To Reverse Entry on 07/20/20
7/24/2020	1060195	CMS Willowbrook	$ (120,834.55)	To Reverse Entry on 07/20/20	To Reverse Entry on 07/20/20
7/24/2020	1060194	CMS Willowbrook	$ (77,458.34)	To Reverse Entry on 07/20/20	To Reverse Entry on 07/20/20
7/24/2020	1060193	CMS Willowbrook	$ (55,445.55)	To Reverse Entry on 07/20/20	To Reverse Entry on 07/20/20
7/24/2020	1060192	CMS Willowbrook	$ (330,415.91)	To Reverse Entry on 07/20/20	To Reverse Entry on 07/20/20
7/24/2020	1060191	CMS Willowbrook	$ (250,768.34)	To Reverse Entry on 07/20/20	To Reverse Entry on 07/20/20
7/24/2020	1060190	LWPB Architecture	$ (859.53)	To Reverse Entry on 07/20/20	To Reverse Entry on 07/20/20
7/24/2020	1060189	LWPB Architecture	$ (1,707.24)	To Reverse Entry on 07/20/20	To Reverse Entry on 07/20/20
7/28/2020	1060369	CMS Willowbrook Inc	$ 330,415.91	Pay App 18 1623r-PA18 DTD 6/10/23	MMS Classroom addition constr mgmt fee
7/28/2020	1060370	CMS Willowbrook Inc	$ 55,445.55	Pay App 4 1623y-PA4 DTD 6/20/20	CAHS Harris Stadium Detention pond
7/28/2020	1060371	CMS Willowbrook Inc	$ 250,768.34	Pay App 18 1623t-PA18 DTD 6/10/20	KMS Classroom/Shelter constr mgmt fee

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7/28/2020	1060372	CMS Willowbrook Inc	$ 77,458.34	Pay App 13 1623v-PA13 DTD 6/10/2020	MCHS PAC Construction fees
7/28/2020	1060373	CMS Willowbrook Inc	$ 120,834.55	Pay App 13 1623u-PA13 DTD 6/10/20	DCHS PAC Construction fees
7/28/2020	1060374	CMS Willowbrook Inc	$ 256,168.37	Pay App 15 1623s-PA15 DTD 6/10/20	CAMS Classroom/Shelter constr fee
7/28/2020	1060375	CMS Willowbrook Inc	$ 379,157.67	Pay App 13 1623x-PA13 DTD 6/10/20	Schwartz campus renovation constr fee
7/28/2020	1060376	CMS Willowbrook Inc	$ 253,159.08	Pay App 18 1623n-PA18 DTD 6/10/20	DCHS Kalsu Stadium Constr Mgmt Fee
7/28/2020	1060377	CMS Willowbrook Inc	$ 571,067.64	Pay App 19A 1623q-PA19A DTD 06/10/20	MCHS Rose Field Constr Mgmt Fee
7/28/2020	1060378	CMS Willowbrook Inc	$ 464,036.38	Pay App 9 1912a-PA9 DTD 6/10/20	CAHS PAC constr fee
7/28/2020	1060379	CMS Willowbrook Inc	$ 9,466.70	Pay App 19C 1623q-PA19c DTD 6/10/20	MCHS Rose Stadium Press Box Sprinkler
7/28/2020	1060380	CMS Willowbrook Inc	$ 3,620.30	Pay App 19B 1623q-PA19B DTD 6/10/20	MCHS Rose Field Constr Mgmt Fee
7/28/2020	1060381	LWPB Architecture	$ 859.53	Inv# 5252 DTD 6/23/20	KMS classroom/Shelter architect Fee
7/28/2020	1060382	LWPB Architecture	$ 1,707.24	Inv# 5251 DTD 6/23/20	MMS classroom addtn Architect fee
8/7/2020	1060710	Digi Security Systems	$ 12,234.50	Inv# 6952OKC DTD 7/20/20	DCHS PAC security camera equip
8/7/2020	1060711	Digi Security Systems	$ 19,920.40	Inv# 6951OKC DTD 7/20/20	DCHS Kalsu Stadium security camera equip
8/7/2020	1060712	Digi Security Systems	$ 21,669.00	Inv# 6950OKC DTD 7/20/20	Schwartz security camera equip
8/7/2020	1060713	Ebsco Sign Group LLC	$ 135.96	Inv# 201353 DTD 6/26/20	CAMS Marquee tech upgrade
8/7/2020	1060714	Ebsco Sign Group LLC	$ 1,225.16	Inv# 201354 DTD 6/26/20	DCMS Marquee tech upgrade
8/7/2020	1060715	Ebsco Sign Group LLC	$ 1,225.16	Inv# 201351 DTD 6/26/20	CAHS Marquee tech upgrade
8/7/2020	1060716	Ebsco Sign Group LLC	$ 1,517.66	Inv# 201352 DTD 6/26/20	MCHS Marquee tech upgrade
8/7/2020	1060717	Ebsco Sign Group LLC	$ 1,517.66	Inv# 201357 DTD 6/26/20	MWC Elem marquee tech upgrade
8/7/2020	1060718	Ebsco Sign Group LLC	$ 1,225.16	Inv# 201359 DTD 6/26/20	Tinker Elem marquee tech upgrade
8/7/2020	1060719	Ebsco Sign Group LLC	$ 1,517.66	Inv# 201355 DTD 6/26/20	Mid-Del LSC (Del Crest) Marquee Tech upgrade
8/7/2020	1060720	Ebsco Sign Group LLC	$ 1,517.66	Inv# 201356 DTD 6/26/20	Epperly marquee tech upgrade
8/7/2020	1060721	Ebsco Sign Group LLC	$ 1,517.66	Inv# 201358 DTD 6/26/20	Soldier Creek marquee tech upgrade
8/7/2020	1060722	Floor Source LLC	$ 3,809.50	Inv# 072720-002 DTD 7/27/20	Flooring Administrative offices
8/7/2020	1060723	Digi Security Systems	$ 7,621.00	Inv# 6953OKC DTD 7/20/20	MCHS PAC security camera equip
8/7/2020	1060724	Digi Security Systems	$ 1,008.00	Inv# 6959OKC DTD 7/20/20	DCMS security camer equip
8/7/2020	1060725	Digi Security Systems	$ 2,145.50	Inv# 6956OKC DTD 7/20/20	MCMS Security camera equip
8/7/2020	1060726	Digi Security Systems	$ 24,556.50	Inv# 6949OKC DTD 7/20/20	MCHS Rose Field security camera equip
8/11/2020	1060775	Bryan's Flooring	$ 4,385.00	Inv# 23331 DTD 7/31/2020	MCMS science room flooring
8/19/2020	1060977	Veritiv Operating Company	$ 5,346.00	Inv# 012-60364486 DTD 7/22/2020	MCHS Rose Field paper prod dispensers
8/19/2020	1060978	A-1 Freeman	$ 29,991.75	Inv# 0-53-20/85096A DTD 8/5/20	DCMS moving services
8/19/2020	1060979	A-1 Freeman	$ 29,991.75	Inv# 0-53-20/85096B DTD 8/5.20	MCMS moving services
8/19/2020	1060980	Emsco Electric Supply Co Inc	$ 507.29	Inv# S100004070.001 DTD 7/28/20	MCMS Security camera equip
8/19/2020	1060981	Emsco Electric Supply Co Inc	$ 899.21	Inv# S100004060.004 DTD 7/28/20	CAHS PAC security camera equip
8/19/2020	1060982	Emsco Electric Supply Co Inc	$ 448.69	Inv# S100004073.001 DTD 7/28/20	MCHS Stadium security camera equip
8/19/2020	1060983	Emsco Electric Supply Co Inc	$ 448.69	Inv# S10004075.001 DTD 7/28/20	DCHS Stadium security camera equip
8/19/2020	1060984	Emsco Electric Supply Co Inc	$ 899.21	Inv# S100004062.001 DTD 7/28/20	MCHS PAC security camera equip
8/19/2020	1060985	Emsco Electric Supply Co Inc	$ 500.36	Inv# S100004068.001 DTD 7/28/20	DCMS security camera equip

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8/19/2020	1060986	Emsco Electric Supply Co Inc	$ 899.21	Inv# S100004063.001 DTD 7/28/20	DCHS PAS security camera equip
8/19/2020	1060987	Thompson Educational Furnishings	$ 233,191.01	Inv# 2893 DTD 7/22/20	MCMS classroom furnishings
8/19/2020	1060988	CMS Willowbrook Inc	$ 389,900.82	Pay App# 1623q-20A DTD 7/10/20	MCHS Rose Field constr mgmt fees
8/19/2020	1060989	CMS Willowbrook Inc	$ 325,867.85	Pay App# 1623s-16 DTD 7/10/20	CAMS classroom/storm shelter constr mgmt fees
8/19/2020	1060990	CMS Willowbrook Inc	$ 382,809.49	Pay App# 14 1623-14 DTD 7/10/20	Schwartz renovation construction fees
8/19/2020	1060991	CMS Willowbrook Inc	$ 76,272.41	Pay App#19 1623t-19 DTD 7/10/20	DCMS classroom/storm shelter constr mgmt fees
8/19/2020	1060992	CMS Willowbrook Inc	$ 107,546.37	Pay App# 14 1623v-14 DTD 7/10/20	MCHS PAC construction fees
8/19/2020	1060993	CMS Willowbrook Inc	$ 99,526.01	Pay App# 14 1623u-14 DTD 7/10/20	DCHS PAC construction fees
8/19/2020	1060994	CMS Willowbrook Inc	$ 184,888.67	Pay App# 19 1623r-19 DTD 7/10/20	MCMS classroom addtn constr mgmt fees
8/19/2020	1060995	CMS Willowbrook Inc	$ 506,907.60	Pay App# 19 1623n-19 DTD 7/10/20	DCHS Kalsu stadium constr mgmt fees
8/19/2020	1060996	CMS Willowbrook Inc	$ 106,875.03	Pay App# 20C 1623q-20c DTD 7/10/20	MCHS stadium press box sprinkler constr mgmt fees
8/19/2020	1060997	CMS Willowbrook Inc	$ 420.94	Pay App# 20B 1623q-20b DTD 7/10/20	MCHS stadium constr mgmt fees
8/19/2020	1060998	CMS Willowbrook Inc	$ 575,519.93	Pay App# 10 1912a-10 DTD 7/10/20	CAHS PAC construction fees
8/19/2020	1060999	Thompson Educational Furnishings	$ 99,524.60	Inv# 2907 DTD 8/7/20	CAHS PAC furnishings
8/21/2020	1061066	Hunzicker Brothers Inc	$ 2,970.00	Inv# S2244044.001 DTD 8/11/20	District wide lighting improvements
8/27/2020	1061175	Bryan's Flooring	$ 2,995.00	Inv# 23396 DTD 8/11/20	Townsend Flooring
8/27/2020	1061176	Bryan's Flooring	$ 14,995.00	Inv# 23397 DTD 8/11/20	CAHS Flooring
8/28/2020	1061215	Mannington Mills Inc	$ 12,001.50	Inv# 97000967 DTD 8/7/20	MCMS Flooring
8/28/2020	1061216	Bryan's Flooring	$ 10,750.00	Inv# 23358 DTD 8/18/20	MCMS Flooring
9/11/2020	1061667	Bryan's Flooring	$ 14,990.00	Inv# 23491 DTD 8/21/2020	MCHS Flooring
9/11/2020	1061668	Troxell Communications	$ 20,475.00	Inv# 247420 DTD 8/20/2020	Schwartz tech disply equip
9/11/2020	1061669	CMS Willowbrook Inc	$ 200,708.63	1623k-PA14Rt/PA15Rt DTD 5/10 & 7/10	Constr Mgmt Fees CAHS Harris Field Stadium
9/29/2020	1062387	CMS Willowbrook Inc	$ 319,181.67	1623n-PA20 DTD 8/10/20	Constr Mgmt fees DCHS Kalsu Stadium
9/29/2020	1062388	CMS Willowbrook Inc	$ 220,314.58	1623q-PA12 DTD 8/10/20	Constr Mgmt Fees MCHS Rose Field Stadium
9/29/2020	1062389	CMS Willowbrook Inc	$ 3,801.41	1623q-PA21B DTD 8/210/20	Constr Mgmt Fees MCHS Rose Field Pavement
9/29/2020	1062390	CMS Willowbrook Inc	$ 336,476.85	1912a-PA11 DTD 8/10/20	Constr Mgmt Fees CAHS PAC
9/29/2020	1062391	CMS Willowbrook Inc	$ 142,829.54	1623v-PA15 DTD 8/10/20	Constr Mgmt Fees MCHS PAC
9/29/2020	1062392	CMS Willowbrook Inc	$ 135,985.65	1623u PA15 DTD 8/10/20	Constr Mgmt Fees DCHS PAC
9/29/2020	1062393	CMS Willowbrook Inc	$ 14,977.00	1623q-PA21C DTD 8/10/20	Constr fees MCHS press box sprinkler project
9/29/2020	1062394	CMS Willowbrook Inc	$ 340,860.50	1623x PA15 DTD 8/10/20	Constr fees Schwartz renovation/improvements
9/29/2020	1062395	CMS Willowbrook Inc	$ 170,283.06	1623s- PA17 DTD 8/10/20	Constr fees CAMS Classroom/shelter
9/29/2020	1062396	CMS Willowbrook Inc	$ 334,320.69	1623t- PA20 DTD 8/10/20	Constr mgmt fees DCMS classroom/shelter
9/29/2020	1062397	CMS Willowbrook Inc	$ 339,866.67	1623r PA20 DTD 8/10/20	Constr mgmt fees MCMS classroom addtn
9/29/2020	1062398	LWPB Architecture	$ 473.96	Inv# 5267B DTD 8/18/20	Arch fees DCMS classroom/shelter
9/29/2020	1062399	LWPB Architecture	$ 1,000.00	Inv# 5267A DTD 8/18/20	Arch fees DCMS classroom/shelter
9/29/2020	1062400	LWPB Architecture	$ 859.52	Inv# 5267C DTD 8/18/20	Arch fees DCMS classroom/shelter
9/29/2020	1062401	LWPB Architecture	$ 1,000.00	Inv# 5266B DTD 8/18/20	Arch fees MCMS classroom/shelter
9/29/2020	1062402	LWPB Architecture	$ 1,000.00	Inv# 5266A DTD 8/18/20	Arch fees MCMS classroom/shelter

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9/29/2020	1062403	LWPB Architecture	$ 1,707.20	Inv# 5266C DTD 8/18/20	Arch fees MCMS classroom/shelter
9/29/2020	1062404	Design Architects Plus Inc	$ 12,060.74	Pay App# 4 DTD 9/3/20	Arch fees CAHS Kalsu Stadium
9/29/2020	1062405	Design Architects Plus Inc	$ 11,643.20	Pay App# 1 DTD 9/3/20	Arch fees CAHS Kalsu Stadium
9/29/2020	1062406	Thompson Educational Furnishings	$ 27,190.00	Inv# 2923 DTD 9/10/20	MCHS Rose Field Furnishings
10/8/2020	1062725	Bryan's Flooring	$ 1,981.00	Inv# 23729 DTD 9/21/20	DCHS flooring
10/19/2020	1062920	Breeden Painting LLC	$ 9,150.00	Inv# 20201008 DTD 10/8/20	DCHS painting/flooring
10/22/2020	1063009	Chickasaw Telecom Inc	$ 81,655.01	Inv# 55246 DTD 9/2/20	Schwartz technology/phone equip
10/22/2020	1063010	Troxell Communications	$ 9,450.00	Inv# 251446 DTD 9/17/20	Schwartz technology equip
10/22/2020	1063011	Ebsco Sign Group LLC Dba	$ 2,934.00	Inv# 202752 DTD 9/18/20	Mid-Del Learning Center marquee update
10/22/2020	1063012	Ebsco Sign Group LLC Dba	$ 2,934.00	Inv# 202888 DTD 9/23/20	DCMS Marquee Update
10/22/2020	1063013	Design Architects Plus Inc	$ 52,120.36	App# 2B DTD 3/7/19; App#5 dtd 9/11/20	CAHS Harris Field Arch Alternate Design fees
10/22/2020	1063014	Design Architects Plus Inc	$ 1,000.00	App# 2A DTD 3/7/19	CAHS Harris Field Arch Fees
10/22/2020	1063015	CMS Willowbrook Inc	$ 178,653.70	1623t-PA22 DTD 9/10/20; 1623t-PA23 dtd 9/17/20	DCMS Constr Mgmt Fees
10/22/2020	1063016	CMS Willowbrook Inc	$ 43,262.21	1623y-PA5 DTD 9/10/20;1623y-PA6 dtd 9/21/20	CAHS Harris Stadium detention pond constr fees
10/22/2020	1063017	CMS Willowbrook Inc	$ 115,299.44	1623v-PA16 DTD 9/10/20	MCHS PAC Constr fees
10/22/2020	1063018	CMS Willowbrook Inc	$ 97,629.19	1623r-PA22 DTD 9/10/20	MCMS Classroom addtn Constr Mgmt fees
10/22/2020	1063019	CMS Willowbrook Inc	$ 366,504.77	1623x-PA16 DTD 9/10/20	Schwartz Campus renovation Constr Fees
10/22/2020	1063020	CMS Willowbrook Inc	$ 214,541.29	1623s-PA18 DTD 9/10/20	CAMS classroom/storm shelter Constr Fees
10/22/2020	1063021	CMS Willowbrook Inc	$ 222,679.31	1912a-PA12 DTD 9/10/20	CAHS PAC Constr Fees
10/22/2020	1063022	CMS Willowbrook Inc	$ 80,237.49	1623u-PA16 DTD 9/10/2020	DCHS PAC Constr Fees
10/22/2020	1063023	CMS Willowbrook Inc	$ 379,856.73	1623n-PA21 DTD 9/10/20	DCHS Kalsu Stadium Construction Mgmt Fees
10/22/2020	1063024	CMS Willowbrook Inc	$ 87,718.36	1623q-PA22A DTD 9/10/20	MCHS Rose Field Stadium Constr Mgmt Fees
10/22/2020	1063025	CMS Willowbrook Inc	$ 1,402.32	1623q-PA22B DTD 9/10/20	MCHS Rose Field Stadium Constr Mgmt Fees
10/22/2020	1063026	CMS Willowbrook Inc	$ 15,429.42	1623q-PA22C DTD 9/10/20	MCHS Press Box Sprinkler Constr Mgmt Fees
10/22/2020	1063027	CMS Willowbrook Inc	$ 34,962.92	1912e-PA1 & 1912e-PA2 DTD 9/10/20	CAMS New Tennis Court Constr Fees
10/22/2020	1063028	CMS Willowbrook Inc	$ 60,549.60	1912d-PA5 & 1912d-PA6 DTD 9/10/20	CAHS Turf Removal/Replace Constr Fees
11/4/2020	1063319	Mannington Mills Inc	$ 8,593.20	Inv# 97075706 DTD 10/2/20; 96975531 DTD 7/20/20	Barnes Flooring
11/4/2020	1063320	Floor Source LLC	$ 2,237.20	Inv# 102120-001 DTD 10/21/20	Soldier Creek Flooring
11/4/2020	1063321	Ebsco Sign Group LLC Dba	$ 2,934.00	Inv# 202851 DTD 9/22/20	MCMS marquee sign face replacement
11/13/2020	1063516	Hunzicker Brothers Inc	$ 8,024.04	Inv# S2261777.001 DTD 10/23/20; 002 Dtd 11/2/20	MCHS Band Room Lighting
11/13/2020	1063517	Chickasaw Telecom Inc	$ 1,664.08	Inv# 55706 DTD 11/6/20	MCHS PAC Network switch install
11/13/2020	1063518	Troxell Communications	$ 2,275.00	Inv# 256700 DTD 10/22/20	CAMS Tech Display equipment
11/13/2020	1063519	Hunzicker Brothers Inc	$ 7,262.03	Inv# S2261825.001 DTD 10/20/20	DCHS Band Room lighting equipment
11/13/2020	1063520	Troxell Communications	$ 3,675.00	Inv# 254167 DTD 10/2/20	CAHS PAC Tech Display equipment
12/2/2020	1063934	CMS Willowbrook Inc	$ 267,535.98	Inv# 1623s-PA19 DTD 9/20/20	CAMS classroom/shelter Constr fee
12/2/2020	1063935	CMS Willowbrook Inc	$ 144,009.88	Inv# 1623x-PA17 DTD 10/10/2020	Schwartz Campus Renovation Constr fees
12/2/2020	1063936	CMS Willowbrook Inc	$ 229,992.03	Inv# 1623n-PA22 DTD 9/20/2020	DCHS Kalsu Stadium Constr Mgmt fee
12/2/2020	1063937	CMS Willowbrook Inc	$ 230,738.72	Inv# 1623q-PA23a DTD 10/10/2020	MCHS Rose Field Stadium Constr Mgmt fee

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12/2/2020	1063938	CMS Willowbrook Inc	$ 15,165.73	Inv# 1623r-PA23 DTD 10/10/2020	MCMS classrom addtns Constr Mgmt fee
12/2/2020	1063939	CMS Willowbrook Inc	$ 627.38	Inv# 1623q-PA23b DTD 10/10/2020	MCHS Rose Field Paving Constr Mgmt fee
12/2/2020	1063940	CMS Willowbrook Inc	$ 3,272.28	Inv# 1623q-PA23c DTD 10/10/2020	MCHS Press Box Sprinkler Constr Mgmt fee
12/2/2020	1063941	CMS Willowbrook Inc	$ 194,960.89	Inv# 1912a-PA13 DTD 10/10/2020	CAHS PAC Constr fee
12/2/2020	1063942	CMS Willowbrook Inc	$ 7,205.48	Inv# 1623u-PA17 DTD 10/10/2020	DCHS PAC Constr fee
12/2/2020	1063943	CMS Willowbrook Inc	$ 25,379.94	Inv# 1623v-PA17 DTD 10/10/2020	MCHS PAC Construction fees
12/9/2020	1064144	Ademco Inc. DBA ADI	$ 117.32	Inv# PG89RJ01 DTD 11/19/20	DCMS Security Tech equipment licenses
12/9/2020	1064145	Ademco Inc. DBA ADI	$ 2,477.75	Inv# NW00TG3, 5,7,10-13 DTD 9/2020	DCHS Kalsu Stadium Security tech equip
12/9/2020	1064146	Ademco Inc. DBA ADI	$ 98.99	Inv# NK83MX01 DTD 11/19/20	MCMS Classroom addtn Tech equip licenses
12/9/2020	1064147	Mannington Mills Inc	$ 14,110.50	Inv# 97073297 DTD 10/01/20	CAMS Flooring
12/9/2020	1064148	Mannington Mills Inc	$ 6,363.28	Inv# 97123397 DTD 11/8/20	Barnes Flooring
12/9/2020	1064149	Chickasaw Telecom Inc	$ 5,944.75	Inv# 55772 DTD 11/17/20	CAHS PAC network switch install
12/9/2020	1064150	Synergy	$ 4,407.04	Inv# 5119664 DTD 11/11/20	MCHS Rose Field Statium IT parts/materials
12/9/2020	1064151	Troxell Communications	$ 3,675.00	Inv# 244246 DTD 7/30/20	MCMS Classrm addtn instal Tech Display equip
12/16/2020	1064382	Veritiv Operating Company	$ 987.50	Inv# 012-603-75251 DTD 9/10/20	Rose Field Stadium paper prod receptacles
12/16/2020	1064383	Bryan's Flooring	$ 4,940.00	Inv# 24269 DTD 11/24/20	Admin Bldg Flooring
12/16/2020	1064384	Emsco Electric Supply Co Inc	$ 257.14	Inv# S100019753.001 DTD 11/30/20	DCHS Fieldhouse lighting
12/16/2020	1064385	Emsco Electric Supply Co Inc	$ 257.14	Inv# S100019752.001 DTD 11/30/20	MCHS Fieldhouse lighting
12/16/2020	1064386	Michael D Allen	$ 2,028.60	Inv# 4230 DTD 12/11/20	MCHS flooring
12/16/2020	1064387	Thompson Educational Furnishings	$ 171,681.13	Inv# 2952 DTD 11/24/20	CAMS Classroom furnishings
12/16/2020	1064388	CMS Willowbrook Inc	$ 115,302.40	Inv# 1623x-PA18 DTD 11/10/20	Schwartz Construction fees
12/16/2020	1064389	CMS Willowbrook Inc	$ 94,320.47	Inv# 1623u-PA18 DTD 11/10/2020	DCHS PAC construction fees
12/16/2020	1064390	CMS Willowbrook Inc	$ 216,136.41	Inv# 1623s-PA20 DTD 11/10/20	CAMS Classroom addtns constr fee
12/16/2020	1064391	CMS Willowbrook Inc	$ 3,589.77	Inv# 1623q-PA24c DTD 11/10/20	MCHS pressbox sprinkler constr Mgmt fees
12/16/2020	1064392	CMS Willowbrook Inc	$ 323,090.05	Inv# 1623q-PA24a DTD 11/10/2020	MCHS Rose Stadium constr fees
12/16/2020	1064393	CMS Willowbrook Inc	$ 126,803.27	Inv# 1623v-PA18 DTD 11/10/20	MCHS PAC Constr fee
12/16/2020	1064394	CMS Willowbrook Inc	$ 120,498.71	Inv# 1623n-PA23 DTD 11/10/20	DCHS Kalsu Stadium Constr fee
12/16/2020	1064395	CMS Willowbrook Inc	$ 174,432.90	Inv# 1912a-PA14 DTD 11/10/20	CAHS PAC Constr fee
12/16/2020	1064396	CMS Willowbrook Inc	$ 749.05	Inv# 1623q-PA24B DTD 11/10/20	MCHS Rose Field Stadium Constr fee
12/18/2020	308524	Ademco Inc. DBA ADI	$ 1,881.98	Inv# RT83CV01 DTD 12/4/20	DCMS Security Tech equipment
12/18/2020	308525	Chickasaw Telecom Inc	$ 7,735.85	Inv# 55890 DTD 12/08/20	DCHS PAC Network switch install
12/18/2020	308526	School & Office Products Of Arkansas	$ 4,320.00	Inv# 4052 DTD 12/04/20	MCHS Fieldhouse repair bleachers
12/18/2020	308527	School & Office Products Of Arkansas	$ 3,511.60	Inv# 4058 DTD 12/11/20	DCHS Fieldhouse repair bleachers
12/18/2020	308528	School & Office Products Of Arkansas	$ 4,320.00	Inv# 4051 DTD 12/04/20	DCHS Fieldhouse repair bleachers
12/18/2020	308529	Splash Sales LLC	$ 38,050.00	Inv# 8703 DTD 12/17/20	Maintenance Dump Truck
1/8/2021	1065173	Sherwin Williams Co	$ 1,701.06	Inv# 02462121291220 DTD 12/16/2020	Maintenance Paint Booth Equip
1/8/2021	1065174	Thompson Educational Furnishings	$ 134,518.36	Inv# 2962 DTD 12/28/2020	Schwartz Furnishings
1/8/2021	1065175	Mannington Mills Inc	$ 14,998.00	Inv# 97075707A & B Dtd 10/2/20	Highland Park/Parkview Flooring

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1/26/2021	1065558	Bryan's Flooring	$ 14,850.00	Inv# 24503 DTD 1/4/21	CAHS & MCHS- flooring
1/26/2021	1065559	Emsco Electric Supply Co Inc	$ 900.69	Inv# S100025840.001 DTD 1/13/21	DCHS Lighting
1/26/2021	1065560	Emsco Electric Supply Co Inc	$ 6,416.77	Inv# S100017737.001	CAHS small gym lighting
1/26/2021	1065561	Hunzicker Brothers Inc	$ 8,097.01	Inv# S2136207.001 DTD 1/5/21	CAHS Band Room Lighting
1/26/2021	1065562	Emsco Electric Supply Co Inc	$ 9,090.43	Inv# S100017736.001 DTD 1/4/21	CAHS lighting
1/26/2021	1065563	Emsco Electric Supply Co Inc	$ 6,684.14	Inv# S100017735.001 DTD 1/6/21	DCHS girls gym lighting
1/26/2021	1065564	Ademco Inc. DBA ADI	$ 2,498.94	Inv# NW00YJ05, 08-12 dtd 9/21-9/30/20	Rose Stadium Security Tech Equip
2/3/2021	1065777	Miller Pro Audio	$ 350.00	Inv# INV-07577B DTD 7/16/20	CAHS Audio system consult
2/3/2021	1065778	Miller Pro Audio	$ 350.00	Inv# INV-07577A DTD 7/16/20	DCHS Audio system consult
2/3/2021	1065779	Miller Pro Audio	$ 350.00	Inv# INV-07577C DTD 7/16/20	MCHS Audio system consult
2/3/2021	1065780	Thompson Educational Furnishings	$ 21,605.00	Inv# 2963 DTD 1/11/21	DCHS Kalsu Stadium Furnishings
2/3/2021	1065781	Troxell Communications	$ 1,400.00	Inv# 264004 DTD 12/14/20	Schwartz Tech Display Equip
2/5/2021	1065865	Tisdell's Implements LLC	$ 1,799.00	Inv# 40355 DTD 1/25/21	Maintenance-72" Brush Grapple
2/17/2021	1066058	CMS Willowbrook Inc	$ 393,618.97	1623r-PA24 1623r-PA25 DTD 1/10/21&1/19/21	MMS Constr Mgmt Fees
2/17/2021	1066059	CMS Willowbrook Inc	$ 217,477.02	1623x-PA20 DTD 1/20/21	Schwartz Construction Fees
2/17/2021	1066060	CMS Willowbrook Inc	$ 439,085.41	1623n-PA24 1623n-PA25 DTD 1/10/21&1/20/21	DCHS Kalsu Stadium Constr Fees
2/17/2021	1066061	CMS Willowbrook Inc	$ 191,023.22	1623t-PA24 1623t-PA25Rt DTD 12/20/20	DCMS Constr Mgmt Fees
2/17/2021	1066062	CMS Willowbrook Inc	$ 257,494.01	1623x-PA19 DTD 1/10/21	Schwartz Construction Fees
2/17/2021	1066063	CMS Willowbrook Inc	$ 50,886.01	1623q-PA25 DTD 1/10/21	MCHS Rose Stadium Constr Fees
2/17/2021	1066064	CMS Willowbrook Inc	$ 96,715.39	1623u-PA20 DTD 1/20/21	DCHS PAC Construction Fees
2/17/2021	1066065	CMS Willowbrook Inc	$ 416,415.31	1912a-PA15 DTD 1/10/21	CAHS PAC Construction Fees
2/17/2021	1066066	CMS Willowbrook Inc	$ 141,644.59	1623v-PA19 1623v-PA20 DTD 1/10/21	MCHS PAC Construction Fees
2/17/2021	1066067	CMS Willowbrook Inc	$ 759,819.53	1623s-PA21 1623s-PA22Rt DTD 1/10/21&1/18/21	CAMS Classroom Addtns Constr Fees
2/17/2021	1066068	AGP - The Abla Griffin Partnership	$ 9,361.09	Pay Request 13B DTD 1/28/21	CAMS Classroom Addtns Architect Fees
2/17/2021	1066069	AGP - The Abla Griffin Partnership	$ 1,000.00	Pay Request 13A DTD 1/28/21	CAMS Classroom Addtns Architect Fees
2/23/2021	1066150	CMS Willowbrook Inc	$ 59,556.54	1623u-PA19 DTD 01/10/21	DCHS PAC Construction Fees
3/8/2021	1066464	Interstate Billing Service Inc	$ 1,000.36	Inv# 3022354862 3022336438	Machinery for Maintenance Improvements
3/11/2021	1066592	Digi Security Systems	$ 13,384.69	Inv# 8555OKC DTD 2/26/2021	CAHS PAC Security Package
3/24/2021	1066910	CMS Willowbrook Inc	$ 26,487.98	1623s-PA23 DTD 2/10/21	CAMS Classroom Addtns Construction fees
3/24/2021	1066911	CMS Willowbrook Inc	$ 324,278.85	1623q-26RtA DTD 1/20/21	MCHS Stadium Construction mgmt fees
3/24/2021	1066912	CMS Willowbrook Inc	$ 21,573.81	1623q-26RtC DTD 1/20/21	MCHS Stadium Construction mgmt fees
3/24/2021	1066913	CMS Willowbrook Inc	$ 901.49	1623q-PA27A DTD 2/10/21	MCHS Stadium Construction mgmt fees
3/24/2021	1066914	CMS Willowbrook Inc	$ 8,495.92	1623Q-26RtB DTD 1/20/21	MCHS Stadium Construction mgmt fees
3/24/2021	1066915	CMS Willowbrook Inc	$ 82,201.28	1623q-PA27B; 1623q-28Rt DTD 2/20/21	MCHS Stadium Construction mgmt fees
3/24/2021	1066916	CMS Willowbrook Inc	$ 203,009.79	1623x-PA21 DTD 2/10/21; 1623x-11Rt DTD 2/20/21	Schwartz Removations Construction fees
3/24/2021	1066917	CMS Willowbrook Inc	$ 249,711.83	1912a-PA16 DTD 2/10/21	CAHS PAC Construction fees
3/24/2021	1066918	CMS Willowbrook Inc	$ 104,263.86	1623v-PA21 DTD 2/10/21	MCHS PAC Construction fees
3/24/2021	1066919	CMS Willowbrook Inc	$ 58,580.69	1623u-PA21 DTD 2/10/21	DCHS PAC Construction fees

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3/24/2021	1066920	Michael L Mccoy Architects Inc	$ 38,603.87	Inv# 012821B DTD 1/28/21	MCHS PAC Architect fees
3/24/2021	1066921	Michael L Mccoy Architects Inc	$ 1,000.00	Inv# 012821A DTD 1/28/21	MCHS PAC Architect fees
3/24/2021	1066922	Michael L Mccoy Architects Inc	$ 40,450.00	Inv# 022821A DTDS 1/28/21	DCHS PAC Architect fees
3/24/2021	1066923	Michael L Mccoy Architects Inc	$ 1,000.00	Inv# 022821B DTD 1/28/21	DCHS PAC Architect fees
3/25/2021	1066991	Digi Security Systems	$ 5,858.00	Inv# (2) 8681OKC DTD 3/15/21	Soldier Creek Elem Security Equipment
4/1/2021	1067205	Digi Security Systems	$ 5,858.00	Inv# 8776OKC1 DTD 3/24/21	MCMS Security Equipment
4/1/2021	1067206	Carrie A Brown DBA	$ 15,750.00	Inv# 640 DTD 3/15/21	MCHS PAC Acoustic panels (partial)
4/1/2021	1067207	Carrie A Brown DBA	$ 15,750.00	Inv# 641 DTD 3/15/21	DCHS PAC Acoustic panels (partial)
4/14/2021	1067531	CMS Willowbrook Inc	$ 70,784.57	1623u-PA22 1623u-PA23Rt DTD 3/10/21 3/23/21	DCHS PAC PAC Construction Fees
4/14/2021	1067532	CMS Willowbrook Inc	$ 57,685.58	1623s-PA24 1623s-PA25Rt DTD 3/1/21 3/23/21	CAMS Classroom Addtns Constr Fees
4/14/2021	1067533	CMS Willowbrook Inc	$ 112,175.74	1623x-PA23 1623x-PA24Rt DTD 3/10/21 3/23/21	Schwartz Construction Fees
4/14/2021	1067534	CMS Willowbrook Inc	$ 328,759.54	1912a-PA17 DTD 3/10/21	PA 25 1623S DTD 3/23/21
4/14/2021	1067535	CMS Willowbrook Inc	$ 5,000.00	1623q-PA29Rt DTD 3/23/21	PA 24 1623X DTD 3/23/21
4/14/2021	1067536	Emsco Electric Supply Co Inc	$ 4,481.57	Inv# S100029408.001 S100029408.002 DTD 3/25/21	CAHS Vocal Music Lighting
4/14/2021	1067537	Breeden Painting LLC	$ 2,250.00	Inv# 20210325 DTD 3/25/21	CAHS PAC
4/14/2021	1067538	Bryan's Flooring	$ 4,914.00	Inv# 25103 DTD 3/22/21	CAMS Music Room Flooring
4/14/2021	1067539	Bryan's Flooring	$ 3,915.00	Inv# 25104 DTD 3/22/21	Admin Flooring Room 210
4/21/2021	1067709	Five Star Fence	$ 890.00	Inv# 63950041935 DTD 4/7/2021	Maintenance Gate Equipment
5/5/2021	1067989	CMS Willowbrook Inc	$ 1,190.04	1623q-PA 30A DTD 4/16/21	MCHS Stadium Construction Mgmt Fee
5/5/2021	1067990	CMS Willowbrook Inc	$ 3,915.90	1623q-PA 30B DTD 4/16/21	MCHS Stadium Construction Mgmt Fee
5/5/2021	1067991	Michael L McCoy Architects Inc	$ 4,997.90	Inv # DCHS PAC/Final DTD 3/23/21	DCHS PAC Lighting Architect Fees
5/5/2021	1067992	Michael L McCoy Architects Inc	$ 6,399.52	Inv # MCHS PAC/Final DTD 3/23/21	MCHS PAC Lighting Architect Fees
5/12/2021	1068145	Voss Lighting	$ 1,291.40	Inv # #30197390-00 Dtd 4/14/2021	District Wide lighting-various sites
5/17/2021	1068259	Emsco Electric Supply Co Inc	$ 1,812.24	Inv# S100034057.001 & 002 DTD 4/30/21	DCHS Forum lighting fixtures
5/24/2021	1068381	School & Office Products Of Arkansas	$ 34,430.00	Inv # 4194	DCHS Bleacher railing
5/24/2021	1068382	School & Office Products Of Arkansas	$ 34,430.00	Inv # 4195	MCHS Bleacher railing
5/27/2021	1068462	Hunzicker Brothers Inc	$ 5,131.40	Inv # S2285187.001 Dtd 5/14/2021	DCHS Lighting Equipment
6/3/2021	1068591	LV Myers & Associates, LLC	$ 2,652.85	IN15696 Dtd 4/7/21	Maintenance Dept Paint Booth Equipmenmt
6/16/2021	1068986	Akin Brothers Flooriing	$ 1,059.00	Inv #CG123997 Dtd 5/21/21	Mid-Del Learning Center flooring-mail room
6/3/2021	1068591	LV Myers & Associates, LLC	$ 2,652.85	IN15696 Dtd 4/7/21	Maintenance Dept Paint Booth Equipmenmt
6/16/2021	1068986	Akin Brothers Flooriing	$ 1,059.00	Inv #CG123997 Dtd 5/21/21	Mid-Del Learning Center flooring-mail room
6/29/2021	0309045	Michael D Allen	$ 11,762.25	Inv #4277 Dtd 6/25/21	Flooring at various High Schools
6/29/2021	1069182	Toucan Productions	$ 19,145.09	Inv # 08885 Dtd 5/27/21	CAHS Theatrical Lighting
6/29/2021	1069183	Toucan Productions	$ 12,586.91	Inv # 08869 Dtd 5/26/21	DCHS Theatrical Lighting
6/29/2021	1069184	Toucan Productions	$ 19,271.97	Inv # 08878 Dtd 5/26/21	MCHS Theatrical Lighting
7/26/2021	1069779	Falcon Acoustic Design Group Llc	$ 15,750.00	Inv# 647 DTD 7/19/2021	DCHS PAC acoustic panels
7/26/2021	1069780	Falcon Acoustic Design Group Llc	$ 15,750.00	Inv# 646 DTD 7/19/2021	MCHS PAC acoustic panels
7/26/2021	1069781	Stewart Signs	$ 159.62	Inv# 209625 DTD 7/13/2021	DCMS Marquis LED replacements

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7/26/2021	1069782	Floor Source Llc	$ 6,437.00	Inv# 071621-001 DTD 7/16/21	Barnes Flooring
8/6/2021	1070084	Bryan's Flooring	$ 14,966.50	Inv # 26147 DTD 7/23/21	MCHS Flooring
8/6/2021	1070085	Floor Source LLC	$ 5,880.00	Inv # 072921-002 DTD 7/30/21	Townsend Flooring
8/11/2021	1070176	Carrie A Brown DBA	$ 2,100.00	Inv # 648 DTD 8/3/21	MCHS PAC /acoustic panels install
8/11/2021	1070177	Carrie A Brown DBA	$ 2,100.00	Inv # 649 DTD 8/3/21	DCHS PAC /acoustic panels install
8/20/2021	1070371	Video Reality	$ 25,405.08	Inv # 31081 DTD 8/6/21	MCHS PAC/theatrical lighting
8/20/2021	1070372	Video Reality	$ 25,405.08	Inv # 31080 DTD 8/6/21	CAHS PAC/theatrical lighting
8/23/2021	1070394	School & Office Products Of Arkansas	$ 9,896.00	Inv # 4312 DTD 8/19/21	CAHS bleacher improvement
8/26/2021	1070474	Floor Source LLC	$ 4,864.75	Inv # 081821-003 DTD 8/12/2021	Highland Park Flooring
9/3/2021	1070652	Toucan Productions	$ 12,586.91	Inv. # 08870 DTD 6/20/21	DCHS Theatrical controls/Lighting
9/3/2021	1070653	Toucan Productions	$ 19,145.09	Inv. # 08886 DTD 6/20/21	CAHS Theatrical controls/lighting
9/3/2021	1070654	Toucan Productions	$ 19,271.97	Inv. # 08879 DTD 6/20/21	MCHS Theatrical controls/lighting
9/3/2021	1070655	Bryan's Flooring	$ 7,450.00	Inv. # 26403 DTD 8/17/21	Barnes Music room flooring
9/3/2021	1070656	Performance Surface LLC	$ 18,314.00	Inv. # 17296 DTD 8/20/21	CAHS locker room flooring
9/3/2021	1070657	Video Reality	$ 25,738.08	Inv. #31135 DTD 8/27/21	DCHS PAC Theatrical lighting
9/17/2021	1071344	Lumber 2	$ 2,114.53	Inv # 2109-682395 DTD 9/10/21	MCHS Flooring
9/17/2021	1071345	Floor Source LLC	$ 14,698.75	Inv # 081821-005 DTD 8/24/21	Parkview gym flooring
10/12/2021	1071801	Bryan's Flooring	$ 14,995.00	Inv# 26757 DTD 9/23/21	P Hill Flooring
10/12/2021	1071802	Floor Source LLC	$ 1,188.00	Inv# 092321-002 DTD 9/20/2021	Del Crest-site repurpose - flooring
10/12/2021	1071803	Emsco Electric Supply Co Inc	$ 2,943.38	Inv# S100055597.001 DTD 9/24/2021	Adjustable Wall lighting pack-various sites
10/18/2021	1071946	Floor Source LLC	$ 14,412.00	Inv# 100821-002 DTD 10/8/21	Del Crest-site repurpose - flooring
10/27/2021	0309301	Michael L McCoy Architects Inc	$ 7,500.00	Inv# H20WELL DTD 10/07/2021	Schwartz Addtl Architect Fees
10/29/2021	1072196	Floor Source LLC	$ 4,162.50	Inv# 102021-003 DTD 10/20/21	Schwartz flooring
10/29/2021	1072197	Performance Surfaces, LLC	$ 67,876.00	Inv# 17297 DTD 08/18/21	CAHS weight room flooring
10/29/2021	1072198	Charley Flowers DBA Curbing Solutior	$ 2,610.00	Inv# Marquee1 DTD 10/25/21	H Park/P Hill/Parkview Marquee landscaping
11/2/2021	1072259	Breeden Painting LLC	$ 4,850.00	Inv# 20211018 DTD 10/28/2021	MDLSC Site Repurposing 300 Hall
11/9/2021	1072392	School & Office Products Of AR	$ 11,238.00	Inv# 4430 DTD 11/02/2021	DCHS Bleacher replacement
11/15/2021	1072469	Hunzicker Brothers Inc	$ 4,971.70	Inv# S2368240.001 DTD 10/28/2021	DCHS Lighting Equipment
11/18/2021	1072554	Voss Lighting	$ 4,999.88	Inv# 30201154-00 DTD 11/4/21	Warehouse lighting
12/2/2021	1072786	Emsco Electric Supply Co Inc	$ 1,893.61	Inv S100061667.001 DTD 11/11/21	DCHS Cafeteria Lighting
12/8/2021	1072929	A & D Supply Of OKC Inc	$ 4,730.88	Inv OK00364739-002 DTD 11/11/21	MCHS Fieldhouse HVAC impr
12/17/2021	1073216	Michael D Allen	$ 6,260.60	Inv 4346, DTD 1/1/21	Flooring-various high schools
12/17/2021	1073217	Design Architects Plus Inc	$ 6,229.32	PayApp 3A, DTD 10/25/21	MCHS Arch Fees Stadium Improvements
12/17/2021	1073218	Design Architects Plus Inc	$ 231,088.11	PayApp 3B, DTD 10/25/21	MCHS Arch Fees Stadium Improvements
12/17/2021	1073219	Design Architects Plus Inc	$ 1,000.01	PayApp 4A, DTD 10/25/21	DCHS Arch Fees Stadium Improvements
12/17/2021	1073220	Design Architects Plus Inc	$ 81,522.73	PayApp 4B, DTD 10/25/21	DCHS Arch Fees Stadium Improvements
12/17/2021	1073221	Design Architects Plus Inc	$ 7,420.83	PayApp 3C, DTD 10/25/21	MCHS Arch Fees Stadium Improvements

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12/20/2021	1073243	Toucan Productions	$ 12,624.70	Inv-08871, DTD 8/25/21	DCHS Theatrical light improvements
12/20/2021	1073244	Toucan Productions	$ 19,150.82	Inv-08887, DTD 7/25/21	CAHS Theatrical light improvements
1/10/2022	1073846	School & Office Products Of Arkansas	$ 28,724.00	Inv# 4506 DTD 12/15/21	MCMS Bleacher improvements
1/10/2022	1073847	Emsco Electric Supply Co Inc	$ 716.40	Inv# S100061665.001 DTD 12/10/21	DCHS Can Lights
1/10/2022	1073848	Bryan'S Flooring	$ 2,545.00	Inv# 27478 DTD 12/21/21	MCHS Flooring
1/10/2022	1073849	Floor Source LLC	$ 3,551.64	Inv# 122121-003 DTD 12/21/21	CAHS Flooring
1/10/2022	1073850	Bryan'S Flooring	$ 4,500.00	Inv# 27477 DTD 12/21/21	MCHS Flooring
1/13/2022	1073929	Toucan Productions	$ 19,277.75	Inv# Inv-08880 DTD 7/25/21	MCHS Theatrical controls/lighting
1/28/2022	1074146	Performance Surfaces, LLC	$ 30,034.00	Inv# 17342 DTD 1/10/22	CAHS Weight Room Flooring
23-22-22	1074550	Michael L McCoy Architects Inc	$ 4,020.87	Inv DWL-Final DTD 12/1/21	CAHS PAC Lighting
3/11/2022	1075059	Floor Source LLC	$ 14,962.50	Inv 030322-002 DTD 3/3/22	DCMS Flooring
3/11/2022	1075060	Floor Source LLC	$ 2,509.66	Inv 030422-003 DTD 3/4/22	DC Elem Flooring
3/11/2022	1075061	Cms Willowbrook Inc	$ 69,786.95	Pay App #26 (1623S) DTD 2/9/22	CAMS classroom addtn constr fees
3/11/2022	1075062	Cms Willowbrook Inc	$ 45,916.81	Pay App #2525 (1623) DTD 11/23/21	Schwartz Constr Fees
3/11/2022	1075063	Cms Willowbrook Inc	$ 2,743.98	Pay App #22 (1623V) DTD 11/23/21	MCHS PAC construction fees
3/25/2022	1075437	Michael D Allen	$ 6,260.60	Inv #4347 DTD 12/27/2021	MCHS/CAHS/DCHS Flooring Improvement
4/5/2022	1075665	CMS Willowbrook Inc	$ 312,638.27	1912a-PA18 Dtd 11/29/2021	CAHS PAC
4/5/2022	1075666	Michael L Mccoy Architects Inc	$ 1,000.00	CAHS PAC(A) dtd 12/01/2021	CAHS PAC
4/5/2022	1075667	Michael L Mccoy Architects Inc	$ 5,040.68	CAHS PAC(C) dtd 12/01/2021	CAHS PAC
4/5/2022	1075668	Michael L Mccoy Architects Inc	$ 89,380.36	CAHS PAC(B) dtd 12/01/2021	CAHS PAC
4/6/2022	1075696	Michael L Mccoy Architects Inc	$ 91,236.08	Inv FINAL (B) DTD 3/31/2022	Schwartz renovations arch fees
4/6/2022	1075697	Michael L Mccoy Architects Inc	$ 1,000.00	Inv FINAL (A) DTD 3/31/2022	Schwartz renovations arch fees
4/6/2022	1075698	Floor Source LLC	$ 724.60	Inv# 032822-001 DTD 3/26/2022	Pleasant Hill flooring
4/11/2022	309725	Allen Sports Floors, LLC	$ 44,440.40	Inv# 4370 DTD 4/5/22	District Wide Flooring
5/5/2022	1076451	Breeden Painting LLC	$ 4,950.00	Inv# 20221014 DTD 5/2/2022	Learning Serv Center-Cafeteria remodel
5/6/2022	1076488	Allen Sports Floors LLC	$ 2,300.00	Inv# 4371 DTD 4/5/2022	District Wide Flooring
5/27/2022	1076877	Floor Source LLC	$ 4,853.00	Inv# 051922-002 DTD 5-19-2022	MCHS Softball flooring installation
5/27/2022	1076878	Emsco Electric Supply Co Inc	$ 2,340.46	#S100076859.001 .002 .003 .004 .005 DTD 5-16-22	Transportation bus lot lighting
6/3/2022	1076983	Ice Maker Sales & Service Inc	$ 3,609.30	Inv# 1088104-IN DTD 5/5/2022	CAHS Harris Field Improvement
6/3/2022	1076984	Floor Source LLC	$ 14,962.50	Inv# 060222-003 DTD 6/2/2022	DCMS flooring improvement
6/22/2022	1077484	School & Office products of Arkansas	$ 9,249.00	Inv# 4616 DTD 3/7/2022	DCHS bleacher improvement
7/1/2022	1077683	Floor Source LLC	$ 14,962.50	Inv# 060222-003 DTD 06/02/2022	DCMS Flooring
7/11/2022	1077802	Breeden Painting LLC	$ 3,700.00	Inv# 20220706 DTD 7/6/22	Townsend - painting
7/15/2022	1077920	Floor Source LLC	$ 2,039.00	Inv# 062222-003 DTD 6/22/22	Transportation flooring improvement
7/18/2022			$ (14,962.50)	Reimbursement from Floor Source	Duplicate Payment
7/19/2022	1077961	Allen Sports Floors, LLC	$ 14,112.90	Inv# 4401 DTD 7/5/2022	Gym Flooring various sites
7/19/2022	1077962	Bryan'S Flooring	$ 2,190.00	Inv# 29006 DTD 7/8/2022	Townsend flooriing
7/19/2022	1077963	Floor Source LLC	$ 1,779.95	Inv# 071122-001 DTD 7/11/2022	MCHS floorinig

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7/27/2022	1078162	Breeden Painting LLC	$ 4,850.00	Inv# 1081-22 DTD 7/18/22	Ridgecrest - painting
7/27/2022	1078163	Breeden Painting LLC	$ 4,850.00	Inv# 1100-22 DTD 7/18/22	Cleveland Bailey - painting
7/29/2022	1078203	Floor Source LLC	$ 3,520.38	Inv# 072222-004 DTD 7/22/22	DCHS flooring
8/5/2022	1078344	School & Office Products Of Arkansas	$ 11,896.00	Inv# 4861 DTD 7/29/22	CAHS bleacher improvement
8/5/2022	1078345	Waco Of Oklahoma	$ 9,540.00	Inv# 343490-0 343491-01 346492-01 343493-01 343521-01 343522.01	CAHS Gym Electric Equipment
8/11/2022	1078441	Breeden Painting LLC	$ 4,850.00	Inv# 20220804 DTD 8/3/22	Barnes Elem paint/patch walls
8/11/2022	1078442	Breeden Painting LLC	$ 14,600.00	Inv# 20220803 DTD 8/3/22	DCMS Paint classrooms
8/12/2022	1078501	Floor Source LLC	$ 11,080.80	Inv# 080322-002 DTD 8/1/22	DCHS Flooring
8/25/2022	1078748	Floor Source LLC	$ 5,606.00	Inv# 051522-001 DTD 8/15/22	MCHS Flooring
8/29/2022	1078778	Breeden Painting LLC	$ 4,850.00	Inv# 20220823 DTD 8/23/22	CAHS painting dugouts/2 rooms
8/31/2022	1078807	Floor Source LLC	$ 24,848.00	Inv# 072822-001 DTD 7/28/22	DCMS Flooring
9/27/2022	1079774	Standard Roofing Co Inc	$ 9,610.00	Inv# 884 886 887 DTD 8/29/2022	Roofing/Sheet metal svc Epperly and C Estates
10/19/2022	1080258	Standard Steel Co	$ 2,450.00	Inv# 295840 DTD 10/10/22	DCHS Baseball Field Improvements
10/25/2022	1080354	A & D Supply Of OKC Inc	$ 7,588.80	Inv# OK00424550-001 DTD 10/18/22	DCHS Fieldhouse Lobby Improvements
10/25/2022	1080355	Spencer Enterprises Inc	$ 1,100.00	Inv# 22139	DCHS Baseball Field Improvements
10/28/2022	1080432	Bryan's Flooring	$ 3,499.00	Inv# 30038 DTD 10/19/22	CAMS Flooring Improvements
10/28/2022	1080433	Bryan's Flooring	$ 1,085.00	Inv# 30039 DTD 10/19/22	CAMS Flooring Improvements
10/28/2022	1080434	Goddard Ready Mix Concrete Co	$ 1,240.00	Inv# 15-16248 DTD 10/21/22	DCHS Baseball Field Improvements
11/7/2022	1080595	Floor Source LLC	$ 1,680.26	Inv# 103122-002 DTD 10/31/22	MCHS Flooring Improvements
11/14/2022	1080693	Breeden Painting LLC	$ 15,000.00	Inv# 20221108 DTD 11/8/22	MCHS Baseball Field Improvements
11/17/2022	1080819	Charley Flowers DBA Curbing Solutior	$ 13,500.00	Inv# 1300 DTD 11/14/22	MCHS Flooring Improvements
11/17/2022	1080820	Locke Supply	$ 9,983.24	Inv# 47301083-00 & 01 DTD 11/9 & 11/11/22	DCHS HVAC Machinery
12/2/2022	1081106	Mannington Mills Inc	$ 19,251.02	Inv# 98073406 DTD 11/17/22	Barnes flooring improvements
12/2/2022	1081107	Floor Source LLC	$ 10,800.75	Inv# 111522-001 DTD 11/15/22	DCHS classrooms A100 & D204 flooring
12/14/2022	1081509	Floor Source LLC	$ 6,258.70	Inv #120922-004 DTD 12-9-22	MCHS Baseball locker room flooring
1/6/2023	1082114	Breeden Painting LLC	$ 22,500.00	Inv# 20230102-3 DTD 1/2/23	DCHS Baseball Field
1/6/2023	1082115	Bryan's Flooring	$ 4,190.00	Inv# 30489 DTD 12/27/22	Flooring Admin Bldg
1/6/2023	1082116	Video Reality	$ 2,910.90	Inv# 32430 DTD 12/15/22	CAHS PAC
1/6/2023	1082117	Video Reality	$ 2,910.90	Inv# 32429 DTD12/15/22	DCHS PAC
1/9/2023	1082223	Floor Source LLC	$ 20,021.80	Inv# 122922-002 DTD 12/29/22	CAHS Flooring
1/9/2023	1082224	Floor Source LLC	$ 3,204.20	Inv# 122022-003 DTD 12/20/2022	Country Est. Barrack 41 flooring
1/13/2023	1082343	Silsby Media LLC	$ 850.00	Inv# 105374 DTD 12-28-22	DCHS Baseball Field Press box
1/13/2023	1082344	Arborscapes Tree Service Inc	$ 18,500.00	Inv# 578-2 DTD 12-28-22	MCHS Baseball Field
1/13/2023	1082345	Allen Sports Floors, LLC	$ 14,112.90	Inv# 4469 DTD 12-20-22	Various sites gym flooring improvements
1/13/2023	1082346	Allen Sports Floors, LLC	$ 1,198.10	Inv# 4469 DTD 12-20-2022	Various sites gym flooring improvements
1/24/2023	1082484	Synergy	$ 184.00	Inv# 5153040 DTD 1/5/23	Epperly marquee improvement
1/24/2023	1082485	Floor Source LLC	$ 12,302.22	Inv# 120822-003 DTD 12/8/22	MCHS flooring improvements

Mid-Del Schools Lease Revenue Bond Payments Fund 08

Cumulative Report February 15, 2018 through November 30, 2023

Ck Date	Check #	To Whom Paid	Check Amount	Description Line 01	Description Line 02
1/31/2023	1082613	Video Reality	$ 2,035.00	Inv# 32521 DTD 1/25/23	DCHS PAC
1/31/2023	1082614	Emsco Electric Supply Co Inc	$ 1,080.24	Inv# S100105349.001 DTD 1/13/23	Epperly Marquee improvement
2/21/4865	1082998	School & Office Supplies of Arkansas	$ 12,869.00	Inv# 5254 DTD 2/6/2023	MCHS Fieldhouse bleachers
2/22/4865	1082999	Floor Source LLC	$ 706.55	Inv# 020123-001 DTD 2/6/2023	Flooring Tinker Elem
2/23/4865	1083000	Jaypro Sports	$ 9,295.00	Inv# 1237855 DTD 1/03/23	DCHS Baseball Field Batting Tunnel materials
3/1/2023	1083208	Oklahoma Direct Bore LLC	$ 1,365.00	Inv # 1183 DTD 2/21/23	Epperly Marquee boring svc electrical supply
3/2/2023	1083892	Floor Source LLC	$ 2,342.00	Inv # 031723-001 DTD 3/17/23	MCHS PAC Drama Room Flooring
3/30/2023	1083893	Bryan's Flooring	$ 2,218.00	Inv # 31126 TD 3/20/23	MCMS Flooring
4/10/2023	1084208	Floor Source LLC	$ 3,143.00	Inv # 033123-001 DTD 3/31/23	MCMS Flooring
4/11/2023	1084237	Mannington Mills Inc	$ 7,249.60	Inv # 98245382 & 98243455 DTD 4/3/23	Admin Flooring installation water damage
4/11/2023	1084238	Floor Source LLC	$ 9,134.05	Inv # 040323-002 DTD 4/3/23	C Bailey Flooring improvements
5/1/2023	1084683	Panco Inc	$ 3,780.00	Inv# # 7929 DTD 4/26/2023	DCHS instal EMS contoller HVAC
5/5/2023	1084814	Floor Source LLC	$ 10,817.30	Inv# 042823-001 DTD 4-28-23	Barnes Flooring
5/5/2023	1084815	Winsupply Of Oklahoma City	$ 3,500.00	Inv# 127410-01 DTD 4/19/23	Del City Elem water heater instal
5/5/2023	1084816	Winsupply Of Oklahoma City	$ 2,900.00	Inv# 127408-01 DTD 4/19/23	CAHS cafeteria water bottle stations
5/9/2023	1084860	Mtm Recognition Corp	$ 8,700.00	Inv# 6136477 DTD 1/18/23	CAHS PAC Wall of Fame Display
5/9/2023	1084861	Ice Maker Sales & Service Inc	$ 5,120.00	Inv# 1095148-IN DTD 4/20/23	CAHS Baseball concession
5/15/2023	1084964	Oswalt Equipment Company	$ 2,711.16	Inv# 0264992-IN DTD 3/1/23	CAHS Baseball concession
5/17/2023	1085037	Computer Environment Inc	$ 1,402.62	Inv# 22303 DTD 3/17/23	Admin - Flooring
5/23/2023	1085136	James T Stephens (Redmontsigns LLC	$ 3,050.00	Inv# 216080 DTD 4/2/22	Epperly Marquis proj
5/23/2023	1085137	James T Stephens (Redmontsigns LLC	$ 13,034.00	Inv# 216096 DTD 4/2/22	Epperly Marquis proj
5/25/2023	1085186	Breeden Painting LLC	$ 17,500.00	Inv# 2023224 DTD 5/19/23	DCHS ROTC painting svc
5/31/2023	1085258	Furniture Marketing Group Inc	$ 35,847.21	Inv# 235159 DTD 5/24/23	Admin-cubicles for IT
6/13/2023	1085640	Thomas Sheet Metal & Custom Fab	$ 23,500.00	Inv# 5913 DTD 6/8/2023	DCHS Install new HVAC Wrestling Room
6/13/2023	1085641	Floor Source LLC	$ 24,503.00	Inv# 060623-002 DTD 6-6-23	Ridgecrest Flooring improvement
6/21/2023	1085819	Allen Sports Floors, LLC	$ 14,112.90	Inv. #4498 Dtd 6/13/2023	Gym Flooring - various sites
7/6/2023	1086106	Floor Source LLC	$ 4,886.25	Inv# 062623-001 DTD 6/26/23	DCHS flooring
7/7/2023	1086132	Locke Supply	$ 3,137.07	Inv#S 49496676-00 49496676-01	CAMS
7/14/2023	1086273	Floor Source LLC	$ 6,776.30	Inv# 070523-001 DTD 7/5/23	CAHS Flooring
7/20/2023	1086401	James Kanske DBA	$ 283,797.00	Pay App 1 DTD 7/12/23	CAHS Fieldhouse Sprinkler head replacement
7/20/2023	1086402	Rapid Pipe Plumbing Inc	$ 4,200.00	Inv# 5772 DTD 7/11/23	CAMS Plumbing system services
7/20/2023	1086403	Rapid Pipe Plumbing Inc	$ 78,000.00	Inv# 5771 DTD 7/11/23	CAMS Plumbing system services
7/20/2023	1086404	Bryan's Flooring	$ 20,190.00	Inv# 32068 DTD 7/12/23	CAHS Flooring
7/20/2023	1086405	Bryan's Flooring	$ 10,825.00	Inv# 32069 DTD 7/12/23	MCHS Flooring
7/28/2023	1086604	Floor Source LLC	$ 14,106.50	Inv# 072123-002 DTD 7/21/23	Country Estates flooring
7/28/2023	1086605	Floor Source LLC	$ 10,116.50	Inv# 071723-001 DTD 7/17/23	CAHS Flooring
7/28/2023	1086606	Floor Source LLC	$ 386.55	Inv# 017223-002 DTD 7/12/23	Pleasant Hill flooring
7/28/2023	1086607	Floor Source LLC	$ 4,149.20	Inv# 071223-001 DTD 7/12/23	Pleasant Hill flooring

Mid-Del Schools Lease Revenue Bond Payments Fund 08

Cumulative Report February 15, 2018 through November 30, 2023

Ck Date	Check #	To Whom Paid	Check Amount	Description Line 01	Description Line 02
8/7/2023	1086822	Oklahoma Direct Bore LLC	$ 8,440.00	Inv #1192 DTD 7/14/2023	CAMS water line replace
			$ 85,413,868.53		

Dr. Rick Cobb
Superintendent

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1615

Jacqueline Woodard
Chief Financial Officer

To: The Board of Education and Dr. Rick Cobb

From: Jacqueline Woodard, Chief Financial Officer JW
Preston Tatum, Finance Coordinator PJ

Date: December 11, 2023

Subj: School Activity Funds: Transfers within Bank & New Accounts

In accordance with Oklahoma Statutes, Title 70-5-129, the Board of Education, at the beginning of each fiscal year and as needed during each fiscal year, shall approve all school activity fund sub-accounts, all sub-account fundraising activities, and all purposes for which the monies collected in each sub-account can be expended. Provided, the Board of Education may direct by written resolution that any balance in excess of the amount needed to fulfill the function or purpose of which an account was established may be transferred to another account by the custodian.

To comply with statutory provisions, transfers within bank and new accounts are being presented for your approval. If you have any questions please let me know.

JW/RL

ADDENDUM/NEW ACCOUNT
SCHOOL ACTIVITY FUND ACCOUNTS
SCHOOL YEAR 2023-2024

Name of School Site: Special Services Site Number: 902

Activity Account Name: Mid-Del Foundation Grant

Activity Account Number: 843

☐ Addendum ☑ New Account

(Use for requesting a new activity account or requesting revisions to an existing account.)

Source of Income (Fundraisers, donation, etc.)	**Purpose for Expenditures (How money will be used)**
Donation/ Grant	Instructional/ Media & Equipment Purchase
	Library Books
	Library Instructional Supplies for Activities

Estimated Income: $_____ Estimated Expenditures: $_____

Sponsor's Name: Tressa Wilson
(Please Print)

Principal Signature:_____ Date:_____

Revised: 7/15

ADDENDUM/NEW ACCOUNT
SCHOOL ACTIVITY FUND ACCOUNTS
SCHOOL YEAR 2023-2024

Name of School Site: Del City High School

Site Number: 710

Activity Account Name: Del City Divas

Activity Account Number: 90D

Addendum X New Account

(Use for requesting a new activity account or requesting revisions to an existing account.)

Source of Income (Fundraisers, donation, etc.)	**Purpose for Expenditures (How money will be used)**
Carnivals, Car Washes, Candy/Food Sales, Novelty Sales, Garage Sales, Eagle Fest, Penny Wars, Pumping Gas, Game Night, Coupon Sales, T-Shirt and Short Sales, Concessions, Calendar Sales, Brochure Sales, Candle Sales, Bake Sales, Photo Sales, Novelty items, Car hopping Rental Fees, Clinic Fees, Donations, Contributions, Gifts, Entry Fees, Dues, Tickets, Admissions, Uniform Fees, Transfers from other school activity accounts	Instructional and student related supplies, equipment, and technical services purchases, leases and repairs. Membership dues - Staff and students, Camp & Clinic Expenses, Fundraising projects expenses related to those activities approved in "Sources of Income" Pins, Ribbons, and Emblems. Uniform purchases, alterations, and cleaning. Party expenses. Awards and gifts. Printing expenses and supplies. Judging fees and expenses. Travel expenses, including: transportation costs, mileage, lodging, meals, registrations and fees. Expenses related to field trips. Refunds. Homecoming and pageant expenses. Entry fees, dues, tickets and admissions. Additional personnel (certified, non-certified, and tutoring). Competition and coaching fees. Transfers to other school activity accounts.

Estimated Income: $2,000.00 Estimated Expenditures: $2,000.00

Sponsor's Name: Brandon Westfall

Principal Signature:

Date: 11-16-23

SCHOOL ACTIVITY FUND TRANSFERS
December 11, 2023

SITE	ACTIVITY FUND TRANSFERS	BRIEF ACTIVITY DESCRIPTION	GROSS AMOUNT	DEBIT/CREDIT
Parkview Elem (64/185)	From: General	Velveteen Rabbit Entry	$291.00	D
	To: Drama MCHS		$291.00	C
Carl Albert High School (64/705)	From: Athletics	Security Pay	$269.13	D
	To: District		$269.13	C
	From: General	Security Pay	$1,278.34	D
	To: District Refund		$1,278.34	C
	From: Atheletics	Security Pay	$1,049.59	D
	To: District Refund		$1,049.59	C
	From: Atheletics	Security Pay	$107.65	D
	To: District Refund		$107.65	C
	From: General	Transportation	$83.00	D
	To: District Refund		$83.00	C
	Trip: 29382 - 10/11/23			
	From: Student Council	Transportation	$33.00	D
	To: District Refund		$33.00	C
	Trip: 29312 - 10/4/23			
	From: FCCLA	Transportation	$23.00	D
	To: District Refund		$23.00	C
	Trip: 29359 - 10/5/23			
Del City High School (64/710)	From: Athletics	Gate Worker Pay	$298.27	D
	To: District Refund		$298.27	C
	From: Athletics	Security Pay	$161.48	D
	To: District Refund		$161.48	C
	From: Athletics	Security Pay	$279.89	D
	To: District Refund		$279.89	C
	From: Student Council	Transportation	$22.00	D
	To: District Refund		$22.00	C
	Trip: 29138 - 10/4/23			
	From: JROTC	Transportation	$9.00	D
	To: District Refund		$9.00	C
	Trip: 29427 - 10/13/23			
	From: Atheltics	Security Pay	$188.39	D
	To: District Refund		$188.39	C
	From: Atheltics	Security Pay	$3,390.98	D
	To: District Refund		$3,390.98	C

SCHOOL ACTIVITY FUND TRANSFERS
December 11, 2023

SITE	ACTIVITY FUND TRANSFERS	BRIEF ACTIVITY DESCRIPTION	GROSS AMOUNT	DEBIT/CREDIT
MIDWEST CITY HIGH SCHOOL (64/715)	From: Vending	Reimbursment	$175.55	D
	To: District		$175.55	C
	From: Vending	Reimbursment	$100.31	D
	To: District		$100.31	C
	From: Vending	Reimbursment	$25.08	D
	To: District		$25.08	C
	From: Band	Transportation	$109.99	D
	To: District Refund		$109.99	C
	Trip: 29535 - 10/17/23			
	Desiree Polley			
	From: Student Council	Transportation	$27.00	D
	To: District Refund		$27.00	C
	Trip: 29223 -10/4/23			
	From: Honor Society	Transportation	$298.00	D
	To: District Refund		$298.00	C
	Trip: 29528/29527 - 10/13-10/14/23			
	From: German	Transportation	$14.00	D
	To: District Refund		$14.00	C
	Trip: 29595 / 29596 - 10/27/23			
	From: FCCLA	Transportation	$180.00	D
	To: District Refund		$180.00	C
	Trip: 28974 -10/5/23			
	28975-10/5/23			
	29493-10/24/23			
	From: DECA	Transportation	$41.00	D
	To: District Refund		$41.00	C
	Trip: 29491-10/16/23			

SCHOOL ACTIVITY FUND TRANSFERS
December 11, 2023

SITE	ACTIVITY FUND TRANSFERS	BRIEF ACTIVITY DESCRIPTION	GROSS AMOUNT	DEBIT/CREDIT
Carl Albert Middle School (64/505)	From: General	Transportation	$59.00	D
	To: District Refund		$59.00	C
	Trip: 29413 - 10/18/23			
	From: General	Velveteen Rabbit Entry	$111.00	D
	To: MCHS Drama		$111.00	C
Del City Middle School (64/540)	From: General	Transportation	$69.00	D
	To: District Refund		$69.00	C
	Trip: 29744 - 10/27/23			
MDTC (65/015)	From: Construction Trades	Membership Dues	$220.00	D
	To: Skills USA		$220.00	C
	From: Auto Mech II	Membership Dues	$150.00	D
	To: Skills USA		$150.00	C
	From: Auto Mech I	Membership Dues	$240.00	D
	To: Skills USA		$240.00	C
	From: Cosmetology I	Membership Dues	$210.00	D
	To: Skills USA		$210.00	C
	From: Cosmetology II	Membership Dues	$180.00	D
	To: Skills USA		$180.00	C
	From: Summer Tech	Summer Camp Adjuncts	$3,293.04	D
	To: Holding Account		$3,293.04	C
	From: Auto Collision	Membership Dues	$220.00	D
	To: Skills USA		$220.00	C
	From: Welding	Membership Dues	$140.00	D
	To: Skills USA		$140.00	C
	From: HVAC	Membership Dues	$210.00	D
	To: Skills USA		$210.00	C
	From: Plumbling	Membership Dues	$100.00	D
	To: Skills USA		$100.00	C

Dr. Rick Cobb
Superintendent

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
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Midwest City, OK 73140
Fax: (405) 739-1615

Mrs. Jacqueline Woodard
Chief Financial Officer

To: The Board of Education and Dr. Rick Cobb

From: Mrs. Jacqueline Woodard, Chief Financial Officer

Re: Blanket Position Salary Reserves FY 2023-2024

Date: December 11th, 2023

Blanket Position Salary Reserves cover personnel who are not under regular contracts. These include, but are not limited to substitutes, tutors, security guards, crossing guards, and stipends for curriculum development. The positions on the attached list are presented for approval as Blanket Position Salary Reserves for 2023-2024.

The amounts listed on the reserves are based on projections from prior year expenditures and anticipated programs at this time. The reserve amounts will be included in the budget under the appropriate account codes for the various projects.

Please note that some amounts may be (-). This minus represents a reduction in the original reserve amount. The person overseeing this project has requested this reduction.

I request Board approval because I cannot encumber them through payroll individually or pay them through Accounts Payable. This method is the only way I can bring to your attention, for approval, the types of employees whom you would not likely see except as a part of all other total payroll expenditures. Please note that these reserves are not required by law, but as practice for budgeting reasons. By reserving monies for expenditures, district staff who manage budgets will reserve these monies within their budgets and avoid overspending their projects.

If you have any questions, please let me know. Thank you.

Mission Statement

When the young people of Mid-Del enter our schools, they will be **safe**.
When they enter our classrooms, they will be **challenged**.
When they leave our schools, they will be **ready**.

MID-DEL SCHOOL DISTRICT
Blanket Position Salary Reserves

Period: **11/01/2023**
11/30/2023

Reserve#		Position Description	Amount ($)	Project
2024	111	MDTC - ACD Testing	1,000.00	441-SHORT-TERM ADULT
2024	112	MDTC - ACD RN Testing	2,100.00	441-SHORT-TERM ADULT

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST WITH STUDENTS

I. IDENTIFYING INFORMATION

1. Name of School Carl Albert High School
2. Name of Group Vocal Music
3. Name of Mid-Del Sponsor(s) Randa Mitchell
4. Destination Branson, MO
5. Dates of Trip from/to 4/12/24-4/14/24
6. Time and Location of Departure 7:00 a.m. - Carl Albert High School
7. Time and Location of Arrival 12:00 p.m. - Branson, MO
8. Will students miss class time for this trip? ☐ Yes ☑ No If yes, how much class time?
9. Is this trip during the Oklahoma Core Curriculum Testing window? ☐ Yes ☑ No
   If yes, attach a detailed plan of how many students will be affected and the dates/times the tests will be made up.
10. Purpose of Trip: CAHS Vocal Music students will perform as an opening act for Branson show and clinic with performers.
11. Mode of Transportation: Charter Bus

II. ITINERARY - Please attach a detailed trip itinerary.

III. PARTICIPATION (If applicable)

1. Number of students: Approximately Number of adult sponsors/chaperones: About 25
2. If primary sponsor will be carrying a cell phone, please give number. (405) 203-7577

IV. OVERNIGHT ACCOMMODATIONS

1. Name of hotel where group/teacher will stay Grand Oaks Hotel

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST (Cont.)

2. Address of hotel:

2315 Green Mountain Drive	Branson	MO	65016
Street Address	City	State	Zip

3. Telephone of hotel: (405) 235-2780 (Include area code)

4. Alternate phone number in case of emergency: (405) 203-7577

5. Has hotel agreed to assign rooms in consecutive or adjacent blocks? ☑ Yes ☐ No If approved, verification and room assignment numbers will be required prior to departure.

V. FINANCIAL INFORMATION

1. How will trip expenses be paid? FUND: _____ AMOUNT: $_____
   A. Please check which one applies:

   ☐ All expenses from School Activity Funds (SAF).
   Project # _____ Project Name: _____
   ☐ Some expenses from SAF. If some, please complete #2 below to clarify other funding sources.
   ☑ No expenses from SAF. If no, please complete #2 below to clarify other funding sources.
   ☐ Personal funds through Activity Account

   B. If expenses are to be paid **all or part** from School Activity Funds, are the income and expenditures for this trip approved by the Board of Education prior to this trip? If no, the trip cannot be authorized to be paid from School Activity Funds. ☐ Yes ☐ No

2. Clarify other funding sources if all expenses are not paid or if some expenses are paid by School Activity Funds. Check what other sources apply:

   Sanctioned Organization funds: AMOUNT: $_____
   School District Allocated funds: AMOUNT: $_____
   Other: Personal funds, donations, civic-club etc. as examples AMOUNT: $500/student

Explain other sources: Sanctioned Parent Booster will collect student payments and use fundraising funds for each studer

VI. JUSTIFICATION

1. Please describe the educational benefits of this trip. (Omit if the activity is the result of OSSAA sanctioned competition.)

Students will attend two professional shows in Branson. They will clinic with the cast of the show before they perform as The opening act of one of the shows. They will attend a show that a Carl Albert alumnus performs in. The cast will do a Q The show.

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST (Cont.)

2. If activity is out of state, why was an out-of-state location chosen for this activity as opposed to an in-state location?
Branson is a close location for students to get to see multiple shows and learn that they can have a career in the fine arts, On stage, as an instrumentalists, directing a show, or working backstage.

VII. RECOMMENDATIONS AND ASSURANCES

1. As the primary sponsor of this out-of-state trip, I assure the school district that I will enforce the board policy regarding out-of-state trips, uphold and enforce all school rules and submit all required paperwork prior to departure time.

Rhonda Mitchell — 11/2/23
Signature of Primary Sponsor — Date

2. I ✓ recommend ____ do not recommend approval of this trip.

[illegible] — 11/6/2023
Signature of Building Principal — Date

3. I X recommend ____ do not recommend approval of this trip.

Andrea Hilkey — 11/9/23
Signature of Executive Director of Elementary/Secondary Education — Date

4. I ✓ recommend ____ do not recommend approval of this trip.

LaShunda Burles — 11-10-2023
Signature of Assistant Superintendent — Date

VIII. BOARD OF EDUCATION ACTION

This request for an out-of-state/overnight trip was ____approved ____ denied at the regular meeting of the Mid-Del Board of Education on _____

CARL ALBERTT HIGH SCHOOL ITINERARY #2
APRIL 12-14, 2024

Friday, April 12, 2024

8:00 am	Load your transportation and depart for Branson, MO. Lunch is ***on your own*** in route to Branson.
2:30 pm	Meet your **Tour Manager** at the **Grand Oaks Hotel, 2315 Green Mountain Drive, Branson, MO 65616.** This hotel has an indoor pool and deluxe continental breakfast.
3:45 pm	Depart for early dinner at **Fall Creek Steak & Catfish House Restaurant.** (4:00 pm) *Branson's home of the tossed roll has delighted their customers with fast, friendly service, steaks, catfish, burgers, chicken and a large selection of sides as well as their famous fresh melt in the mouth rolls for many years.*
4.50 pm	Depart for the **King's Castle Theatre.**
5:00 pm	Arrive at the theatre. Clinic begins after choir unloads and sets up.
6:00 pm	Youth choir continues their rehearsal and sound check to prepare for their performance.
7:00 pm	Theatre opens and begins seating tonight's audience.
7:20 pm	Pre-show performance showcase begins. (20 minutes performance)
8:00 pm	Enjoy **The Anthems of Rock Show.** *This show brings the number one Hits from some of the most famous bands of the 20th century, including Queen, The Beatles, The Rolling Stones, Journey, and more. The show features tributes to Elton John's film "Rocket Man," and Queen's film, "Bohemian Rhapsody." This exciting high energy production will have you singing along to the greatest rock hits of all time!.*
10:00 pm	Return to the hotel.

Saturday, April 13, 2024

6:30-8:30 am	Deluxe continental breakfast is provided at the hotel.
9:00 am	Group will depart for **Silver Dollar City Theme Park.** Lunch is ***on your own*** at the park. *Branson's #1 attraction for over 55 years! Silver Dollar City's 1880s-style theme park features seven world-class festivals, over 40 thrilling rides and attractions, 40 live shows daily, 60 unique shops, 12 restaurants and over 100 demonstrating craftsmen. While on park visit Missouri's deepest cave, Marvel Cave.*
4:15 pm	Return to the hotel to freshen up.
5:15 pm	Depart for **Pasghetti's Italian Restaurant.**
5:30 pm	Enjoy **Pasghetti's Italian Restaurant.** *Pasghetti's is a family-owned and locally operated Italian restaurant, serving a variety of Italian favorites with themed dining rooms, a Ferris wheel located in the restaurant, as well as a game room for the kids.*

CARL ALBERT HIGH SCHOOL ITINERARY #2
APRIL 12-14, 2024

7:00 pm Depart for **Dick Clark's American Bandstand Theatre/ Legends In Concert Show.**

8:00 pm Enjoy **The Legends In Concert Show.**
Performing at Dick Clark's American Bandstand Theater! Legends in Concert is one of the most historic and fun music shows in the world. This show has a cast of all-star entertainers that are family-friendly, and features awesome and talented celebrity impersonators whose energy brings the true essence of your favorite superstars to the stage.

10:15 pm Return to hotel.

Sunday, April 14, 2024

7:00-9:30 am Continental breakfast is served at the hotel.

9:00 am Check out of the hotel. Chaperones are responsible for checking rooms for forgotten items and damage. Please collect all room keys at this time.

9:45 am Depart for **The Track Family Fun Parks - Track #4.** (10:00 am – 12:00 pm)
Enjoy unlimited go cart rides and miniature golf with your Two-Hour Fast Pass. The go-kart track reaches over four stories. It has a three-tiered slope back to the ground!

12:15 pm Depart for home. Lunch is on your own.

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST WITH STUDENTS

I. IDENTIFYING INFORMATION

1. Name of School Del City High School
2. Name of Group Del City Band
3. Name of Mid-Del Sponsor(s) Sean Johnson & Landry Tucker
4. Destination St. Louis, MO
5. Dates of Trip from/to April 11th - 14th
6. Time and Location of Departure 4pm DCHS Band Room
7. Time and Location of Arrival 11:30pm Hotel
8. Will students miss class time for this trip? ☑ Yes ☐ No If yes, how much class time?
   1 School Day - April 12th
9. Is this trip during the Oklahoma Core Curriculum Testing window? ☐ Yes ☑ No
   If yes, attach a detailed plan of how many students will be affected and the dates/times the tests will be made up.
10. Purpose of Trip: Performance and team building within all band ensembles that are part of the Del City Instrumental progams
11. Mode of Transportation: Charter Bus

II. ITINERARY - Please attach a detailed trip itinerary.

III. PARTICIPATION (If applicable)

1. Number of students: 50 Number of adult sponsors/chaperones: 15
2. If primary sponsor will be carrying a cell phone, please give number. 405-474-0249

IV. OVERNIGHT ACCOMMODATIONS

1. Name of hotel where group/teacher will stay _____

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST (Cont.)

2. Address of hotel: _____
   Street Address City State Zip

3. Telephone of hotel: _____ (Include area code)

4. Alternate phone number in case of emergency: 405-474-0249

5. Has hotel agreed to assign rooms in consecutive or adjacent blocks? ☑ Yes ☐ No If approved, verification and room assignment numbers will be required prior to departure.

V. FINANCIAL INFORMATION

1. How will trip expenses be paid? FUND: Boosters AMOUNT: $30,000
   A. Please check which one applies:

   ☐ All expenses from School Activity Funds (SAF).
   Project # _____ Project Name: _____
   ☐ Some expenses from SAF. If some, please complete #2 below to clarify other funding sources.
   ☑ No expenses from SAF. If no, please complete #2 below to clarify other funding sources.
   ☐ Personal funds through Activity Account

   B. If expenses are to be paid **all or part** from School Activity Funds, are the income and expenditures for this trip approved by the Board of Education prior to this trip? If no, the trip cannot be authorized to be paid from School Activity Funds. ☐ Yes ☑ No

2. Clarify other funding sources if all expenses are not paid or if some expenses are paid by School Activity Funds. Check what other sources apply:

   Sanctioned Organization funds: AMOUNT: $30,000
   School District Allocated funds: AMOUNT: $_____
   Other: Personal funds, donations, civic-club etc. as examples AMOUNT: $_____

Explain other sources: Del City Instrumental Music, INC. will be paying the full amount due for this trip

VI. JUSTIFICATION

1. Please describe the educational benefits of this trip. (Omit if the activity is the result of OSSAA sanctioned competition.)

The educational benefits of this trip are that we will be giving our students the opportunity to perform and compete in the music program Music in the parks. This will allow them to work together and build a community through their performace.

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST (Cont.)

2. If activity is out of state, why was an out-of-state location chosen for this activity as opposed to an in-state location?
We chose an out of state trip because it gives the students the chance to perfrom outside of their norms. This also gives the studnets the chance to learn about other culures that have influenced music heavily in many ways with visits to historical landmarks and other venues.

VII. RECOMMENDATIONS AND ASSURANCES

1. As the primary sponsor of this out-of-state trip, I assure the school district that I will enforce the board policy regarding out-of-state trips, uphold and enforce all school rules and submit all required paperwork prior to departure time.

Signature of Primary Sponsor — Date: 11/14/23

2. I X recommend ___ do not recommend approval of this trip.

Signature of Building Principal — Date: 11/14/23

3. I X recommend ___ do not recommend approval of this trip.

Andra Hilkey
Signature of Executive Director of Elementary/Secondary Education — Date: 11/16/23

4. I X recommend ___ do not recommend approval of this trip.

LaAnnda Burles
Signature of Assistant Superintendent — Date: 11-17-2023

VIII. BOARD OF EDUCATION ACTION

This request for an out-of-state/overnight trip was ____approved ____ denied at the regular meeting of the Mid-Del Board of Education on _____

POLICY J-14 R-2

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST

I. IDENTIFYING INFORMATION

1. Name of School Del City High School
2. Name of Group Del City High School Travel Club (Junior/Senior Trip)
3. Name of Mid-Del Sponsor(s) Kristy Cooper, Amanda Shatswell, Katy Mathis, Stephanie Terry
4. Destination Switzerland, Italy and France
5. Dates of Trip from/to March ~~16-26,~~ 2024 17-27
6. Time and Location of Departure March 16 OKC Airport
7. Time and Location of Arrival Switzerland March 17
8. Will students miss class time for this trip? X Yes ____ No If yes, how much class time?
   Monday March 25-Tuesday, March 26
9. Is this trip during the Oklahoma Core Curriculum Testing window? ____ Yes X No

   If yes, attach a detailed plan of how many students will be affected and the dates/times the tests will be made up.
10. Purpose of Trip: To give DCHS students opportunities to travel
    This is also the Junior/Senior Trip
11. Mode of Transportation: Airplane, Bus, Train

II. ITINERARY - Please attach a detailed trip itinerary.

III. PARTICIPATION (If applicable)

1. Number of students: 26 Number of adult sponsors/chaperones: 4
2. If primary sponsor will be carrying a cell phone, please give number. Kristy Cooper 4052299826

IV. OVERNIGHT ACCOMMODATIONS

1. How will nighttime supervision be done?

   X Scheduled supervision (Please attach chaperone assignments with times.)

   ___ One adult assigned to each student's room. (Prior to departure, a list of room assignments for chaperones is to be submitted to the building principal.)
2. Name of hotel where group/teacher will stay Pending
3. Address of hotel:
   They will give us all the hotel info one month before departure.

Street Address City State Zip

4. Telephone of hotel: pending (Include area code.)

5. Alternate phone number in case of emergency: 405-229-9826

6. Has hotel agreed to assign rooms in consecutive or adjacent blocks? X Yes ___ No If approved, verification and room assignment numbers will be required prior to departure.

V. FINANCIAL INFORMATION

1. How will trip expenses be paid?

A. Please check which one applies:

____ All expenses from School Activity Funds (SAF).

Project # _____ Project Name: _____

____ Some expenses from SAF. If some, please complete #2 below to clarify other funding sources.

X No expenses from SAF. If no, please complete #2 below to clarify other funding sources.

____ Personal funds through Activity Account

B. If expenses are to be paid **all or part** from School Activity Funds, are the income and expenditures for this trip approved by the Board of Education prior to this trip? If no, the trip cannot be authorized to be paid from School Activity Funds.

____Yes ____No

2. Clarify other funding sources if all expenses are not paid or if some expenses are paid by School Activity Funds. Check what other sources apply:

____ Sanctioned Organization funds

____ School District Allocated funds

X Other: Personal funds, donations, civic-club etc. as examples

Explain other sources: All payments are paid directly to EF Tours

VI. JUSTIFICATION

1. Please describe the educational benefits of this trip. (Omit if the activity is the result of OSSAA sanctioned competition.)

Students will be exploring the world first hand.

2. Why was an out-of-state location chosen for this activity as opposed to an in-state location?
This location was decided by the senior sponsor

VII. RECOMMENDATIONS AND ASSURANCES

1. As the primary sponsor of this out-of-state trip, I assure the school district that I will enforce the board policy regarding out-of-state trips, uphold and enforce all school rules and submit all required paperwork prior to departure time.

Signature of Primary Sponsor — Date: 8/15

2. I X recommend ___ do not recommend approval of this trip.

Signature of Building Principal — Date: 8/15/23

3. I X recommend ___ do not recommend approval of this trip.

Signature of Director Elementary/Secondary Teaching & Learning — Date: 8/16/23

4. I ___ recommend ___ do not recommend approval of this trip.

Signature of Executive Director of Teaching & Learning — Date

Signature of Assistant Superintendent — Date

VIII. BOARD OF EDUCATION ACTION

This request for an out-of-state/overnight trip was ____ approved ____ denied at the regular meeting of the Mid-Del Board of Education on _____

MID-DEL PUBLIC SCHOOLS
BEHAVIOR, RELEASE AND NON-LIABILITY AGREEMENT
AND EMERGENCYMEDICAL TREATMENT AUTHORIZATION

Before students may participate in the out-of-state/overnight trip, each student and or parent or guardian must agree to

Watch videos, read reviews, and enroll on your teacher's Tour Website

eftours.com/
2-587137VH
This is also your tour number

SWITZERLAND, ITALY & FRANCE

11 or 13 days | Lucerne | Venice | Rome | Florence | French Riviera | Excursion to Paris

In Switzerland, the jaw-dropping Alpine scenery is the undisputed highlight. Mountain peaks and pristine lakes have shaped the Swiss culture since the beginning of time. In the cities of Italy and on the French Riviera, man-made wonders like the Roman Colosseum, the Florence Duomo, and the Palace of Monaco recall the region's key role in shaping history.

EVERYTHING YOU GET:

- **Full-time Tour Director**
- **Sightseeing:** 4 sightseeing tours led by expert, licensed local guides *(5 with extension)*; 2 sightseeing tours led by your Tour Director; 1 walking tour *(2 with extension)*
- **Entrances:** Burano island; glass-blowing demonstration; Sistine Chapel; St. Peter's Basilica; Colosseum; Roman Forum; Pisa Baptistery; Pisa Cathedral; perfume factory; Swiss Alps experience; *with extension: Louvre*
- **Personalized learning guide:** Our personalized learning experience engages students before, during, and after tour, with the option to create a final, reflective project for academic credit.
- **All of the details are covered:** Round-trip flights on major carriers; comfortable motorcoach; *with extension, TGV high-speed train*; 9 overnight stays in hotels with private bathrooms *(11 with extension)*; European breakfast and dinner daily

Anyone can see the world.

YOU'RE GOING TO EXPERIENCE IT.

As you can see, your EF tour includes visits to the places you've learned about in school. That's a given. But it's so much more than that. Immersing yourself in new cultures—surrounded by the people, the language, the food, the way of life—creates inspirational moments that can't be listed in an itinerary. They can only be experienced.

And the experience begins long before you get your passport stamped and meet your Tour Director in your arrival city. It begins the moment you decide to go. Whether it's connecting with other travelers on Facebook, Twitter, or Instagram, or delving deeper into your destinations with our personalized learning experience, the excitement will hit you long before you pack your suitcase.

When your group arrives abroad, everything is taken care of so you can relax and enjoy the experience. Your full-time Tour Director is with your group around the clock, handling local transportation, hotels, and meals while also providing their own insight into the local history and culture. Expert local guides will lead your group on sightseeing tours, providing detailed views on history, art, architecture, or anything you may have a question about.

When your journey is over and you're unpacking your suitcase at home, you'll realize the benefits of your life-changing experience do not end. They have just begun.

@EFtours I attribute my college semester abroad to the love for travel I discovered on an EF Tour in high school #traveltuesday

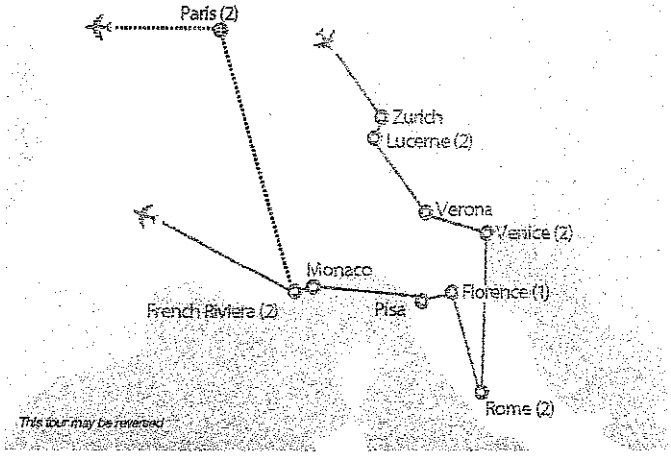
— MELISSA, TRAVELER

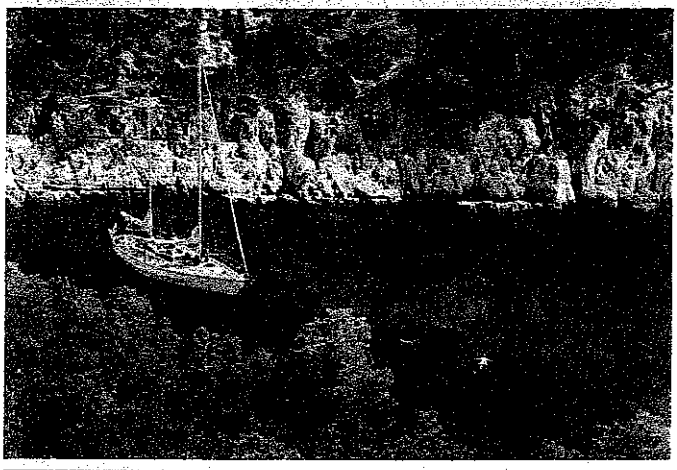
Via Twitter

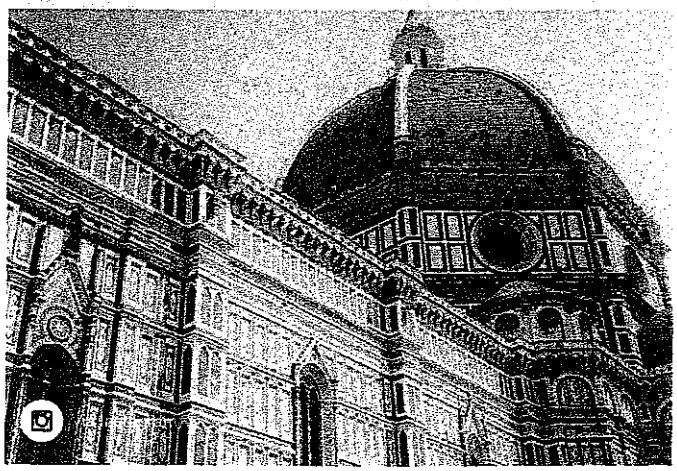
CHECK OUT WHAT A TOUR IS ALL ABOUT

Watch the videos at **eftours.com/**

Your teacher's Tour Website







What you'll experience on your tour

Day 1: Fly overnight to Switzerland

Day 2: Zurich | Lucerne
- Meet your Tour Director at the airport.
- Travel to Lucerne, where the majestic Swiss Alps rise behind the shores of Lake Lucerne and provide the stunning backdrop to one of Switzerland's most picturesque cities. During your stay you'll see the moving Lion Monument, or Löwendenkmal, a sandstone statue commemorating the Swiss Guards slain in the 1792 Paris storming of the Tuileries. Follow Lucerne's winding cobbled streets past fairy-tale houses to the Chapel Bridge, or Kapellbrücke. Stroll along this covered bridge, which dates back to medieval days, and admire the colorful murals overhead.

Day 3: Lucerne
- Take a tour of Lucerne: Löwendenkmal; Kapellbrücke.
- Enjoy a thoroughly Swiss experience as you travel to the top of the Alps, take a boat across Lake Lucerne (seasonal), and ride a cog railway to either Mount Pilatus or Mount Rigi.
- Time to see more of Lucerne or ⊕ attend a Swiss fondue evening.

Day 4: Lucerne | Verona | Venice
- Travel through Verona to Venice, the Floating City crisscrossed with romantic bridges, laced with history, and boasting some of the world's finest art and architecture. During your stay you will see gondolas glide down the Grand Canal before stopping in St. Mark's Square. Look for the golden weathervane, which resembles archangel Gabriel, atop the 323-foot Campanile (Bell Tower).

Day 5: Venice
- Take an expert-led tour of Venice: St. Mark's Square; Grand Canal.
- Travel by water taxi to Burano island, known for its brightly colored homes and lace work.
- See a glass-blowing demonstration.
- Enjoy a gondola ride.

Day 6: Venice | Rome
- Travel to Rome, a city that integrates its past into the present better than any other. During your stay, explore the world's most famous arena, the Colosseum, where you can almost hear the stamping feet of the crowds gathered for gladiatorial combat. Nearby, the Roman Forum marks the former heart of the Roman Empire. Julius Caesar gave many of his great political speeches there. On your visit to the Vatican City, marvel at Michelangelo's breathtaking ceiling in the Sistine Chapel and look out for the colorful uniforms of the Swiss Guard, protectors of the Vatican City. Before you say "arrivederci," toss a coin into the Trevi Fountain to ensure a return trip to the Eternal City.

Day 7: Rome
- Take an expert-led tour of Vatican City. *(Vatican subject to closings on Sundays and holidays.)*
- Visit the Sistine Chapel.
- Visit St. Peter's Basilica.
- Take an expert-led tour of Rome.
- Visit the Roman Forum.
- Visit the Colosseum.
- Take a self-guided walking tour of Rome: Trevi Fountain; Pantheon.

Day 8: Rome | Florence
- Travel to Florence, the birthplace of the Italian language, opera, and the Renaissance, where works of art like Michelangelo's statue of *David* and Botticelli's *The Birth of Venus* still reside today. As you stroll through the city, pass by classical statues at the Piazza della Signoria. See the domed cap of the Santa Maria del Fiore Cathedral, better known as the Duomo, which dominates the skyline. Opposite the Duomo, look for the bronzed doors of Ghiberti's Gates of Paradise at the Baptistery. Walk across the Ponte Vecchio, a medieval bridge where many of Florence's famed leather and gold artisans keep shop.
- Take an expert-led tour of Florence: Piazza della Signoria; Ponte Vecchio; Chiesa di Santa Croce; Gates of Paradise; Duomo.

Day 9: Florence | Pisa | French Riviera
- Travel via Pisa.
- See the Leaning Tower of Pisa.
- Visit the Pisa Baptistery.
- Visit the Pisa Cathedral.
- Continue on to the French Riviera.

Day 10: French Riviera
- Visit the principality of Monaco.
- Tour a French perfume factory in Eze.
- Take a walking tour of Nice.

Day 11: Depart for home

⊕ 2-DAY TOUR EXTENSION

Days 11-12: Paris
- Travel by TGV train to Paris.
- Take an expert-led tour of Paris: Place de la Concorde; Champs-Élysées; Arc de Triomphe; Les Invalides; Eiffel Tower.
- Catch a glimpse of Notre-Dame Cathedral.
- Visit the Louvre.
- Take a walking tour of Paris.

Day 13: Depart for home

I can now cross "Ride a Gondola in Venice" off my bucket list! #eftours

– JOSEPH, TRAVELER

Via Instagram

My favorite European city; Lucerne Switzerland. #switzerland #lucerne #eftours

– ALYSSAA, TRAVELER

Via Instagram

TOP THREE THINGS I WILL SEE, DO, TRY, OR EXPLORE

1. _____

2. _____

3. _____

⊕ Optionals and excursions

The easiest ways to

ENROLL TODAY

Enroll on our website
eftours.com/enroll

Enroll by phone
800-666-5364

Enroll by mail
EF Educational Tours
Two Education Circle
Cambridge, MA 02141

2022 | SF24

My daughter has gained such an amazing view of the world and history from this experience. She has not stopped talking since I picked her up at the airport. Thank you for all the organization, helpful hints, flexible payment plan, and knowledgeable tour guides.

–CHARLOTTE, PARENT OF TRAVELER

Tour review

THE WORLD LEADER IN INTERNATIONAL EDUCATION

For over 55 years, EF has been working toward one global mission: *Opening the World Through Education.* Your teacher has partnered with EF because of our unmatched worldwide presence, our focus on affordability, and our commitment to providing experiences that teach critical thinking, problem solving, collaboration, and global competence. What's more:

- **We always offer the lowest prices** so more students can travel.
- **We're fully accredited, just like your school,** so you can earn credit while on tour.
- **All of our educational tours feature experiential learning activities** and visits to the best sites.
- **We're completely committed to your safety.** We have more than 600 schools and offices in over 50 countries around the world, so local EF staff members can react quickly and in person wherever you travel.
- **Your full-time Tour Director is with your group** every step of the way on tour, providing insight about your destinations as well as great local tips.

Education First

Tenative Dates: March 16-26; Air and Hotel Information should be out in the next week or two.

COST OF TRIP INCLUDES

- Airfare
- Hotels
- Breakfast and Dinner
- Tour guides
- Entry fees in attractions
- Transportation

Suggest Extra Money Needed

- Lunches 11 Days ($10-$15 a day) = $165
- Tipping ($2, for bus drive, $2 for each tour guides each day) = Playing it safe $100 (WE WILL COLLECT THIS MONEY AT THE AIRPORT)
- SPENDING MONEY Completely up to you, but take in to account Euros and Pounds are less than the US Dollar
- EF TOURS ESTIMATE A PERSON WILL NEED $60 a day

Change over there or at airport. You never want to exchange all your money!! You lose money at exchanges. Might be easier to carry a credit or debit card. Just make sure you tell your bank. You might talk to your bank

Talk to your bank on trading money. Won't charge you fees

*** GET YOUR PASSPORT SOON AND START UPLOADING IT TO THE EF TOUR WEBSITE.

Susan Toombs <stoombs@mid-del.net>

Change a Date for Board Approved Trip

1 message

Kristy Cooper <kcooper@mid-del.net> Mon, Nov 27, 2023 at 11:08 AM
To: Susan Toombs <stoombs@mid-del.net>

Original Dates March 16-26
New Dates: March 17-27

Day 1: Fly overnight to Switzerland

Day 2: Zurich • Lucerne
Meet your Tour Director at the airport
Take a walking tour of Zurich
Travel via Zurich to Lucerne

Day 3: Lucerne
Take a walking tour of Lucerne
With your Tour Director you will see:
- Lion Monument
- Kapellbrücke
- Lake Lucerne

Enjoy a boat ride across Lake Lucerne
Ride to the top of a Swiss mountain
Enjoy time to explore on your own

Day 4: Lucerne • Verona • Venice
Travel via Verona to Venice

Day 5: Venice
Take a ferry to Venice
Take a guided tour of Venice
With your expert local guide you will see:
- St. Mark's Square
- Grand Canal

See a glass-blowing demonstration
Travel by water taxi to the island of Burano
Enjoy exploration time in Burano
Go on a gondola ride

Day 6: Venice • Rome
Travel to Rome by bus

Day 7: Rome
Tour the Roman Forum and the Colosseum with an expert local guide
Take a guided tour of Vatican City
With your expert local guide you will visit:
- Sistine Chapel
- St. Peter's Basilica

(Vatican subject to closings on Sundays and holidays.)
Take a self-guided walking tour of Rome
You will see:
- Trevi Fountain

- Pantheon
- Piazza Navona
- Spanish Steps

Day 8: Rome • Florence
Travel to Florence
Take a guided tour of Florence
With your expert local guide you will see:

- Piazza della Signoria
- Ponte Vecchio
- Basilica of Santa Croce
- Gates of Paradise

Day 9: Florence • Pisa • French Riviera
Travel via Pisa to the French Riviera
See the Leaning Tower of Pisa
Visit the Baptistery of St. John and the Pisa Cathedral

Day 10: French Riviera
Take a day trip to Monaco and Eze
Visit a French perfume factory
Take a walking tour of Nice
With your Tour Director you will see:

- Vieille Ville
- Promenade des Anglais

Day 11: Depart for home

--
Kristy Cooper
Leadership Teacher
Student Council Advisor
Eagle Soar Travel Club
Junior Class Sponsor
Del City High School

MID-DEL PUBLIC SCHOOLS
OUT-OF-STATE TRAVEL REQUEST WITHOUT STUDENTS

All requests must be received two months prior to the Board Meeting preceding the travel.

☑ Employee Travel without Students

Employee: Gabriella Laborde & Courtney Beachel Site: MDLSC

Purpose of Travel (Please attach a copy of the agenda for the meeting/ conference): NASP Convention 2024
Feb. 13th-17th

Dates for Travel: Feb. 13th & 17th

Transportation: From Oklahoma City, Oklahoma on Feb. 13th

To New Orleans, LA return date Feb. 17th

School Days Missed: 4

☑ Release Time

☐ Personal Leave

Funding Source:
FUND: 615/621 AMOUNT: $ 10000 (TOTAL)

Breakdown of Amount:
FLIGHT: $ 4000.00 MILEAGE: $ 0.000.0 HOTEL: $ 4000.00
SHUTTLE/CAB: $ 500 MEALS: $ 1000 INCIDENTALS: $ 500

Will leave require a substitute? No Project Code 615/621

Funding source for expenses other than sub:

Project Name Professional Development Project Code 621/615

Project Name _____ Project Code _____

Site Principal: _____

Executive Director: Teresa Kilton
(please attach information justifying the need for the trip.)

Asst. Superintendent: La Shonda Broiles

Superintendent: _____

Approval for the trip does not yield approval of Release Time. Submit the Request for Release Time on the yellow form and attach to this request.

NASP
NATIONAL ASSOCIATION OF
School Psychologists

Registration Fees and Deadlines

Choose Your Convention Experience

In-Person Registration

- **1,200+ peer-reviewed presentations**
- All featured and special sessions
- Keynote Address
- Exhibit Hall Access
- Special Events

Register Now

In-Person Add-Ons
Access advanced trainings by adding these selections to you registration.

[√] Documented Sessions*	**[√] NASP Convention Workshops***	**[√] PREPaRE Trainings***	**Red Cross Training**

**Sessions with [√] offer documented CPD once all requirements are completed.*

New Orleans Express Package

- General session live access
- Documented sessions live-stream with chat
- 50 curated poster presentations
- 60-Days on-demand access

Register Now

Registration Fees and Deadlines

In-Person Convention	Member	Nonmember	Student Member
Early Registration - through 11/15/23	$269	$509	$109
Preconvention - 11/16/23 to 1/10/24	$289	$529	$119
Full Registration - After 1/10/24 and on-site	$319	$559	$129
Daily - After 1/10/24 and on-site	$185	$285	------
Principals	------	$130	------
New Orleans Express Virtual Package	**Member**	**Nonmember**	**Student Member**
Preconvention - Through 1/10/24	$149	$359	$59
Full Registration - 1/11/24 to 2/7/24	$199	$409	$79
Documented Sessions**	**Member**	**Nonmember**	**Student Member**
80-Minute Documented Sessions	$10	$15	$10

NASP Convention Workshops**	Member	Nonmember	Student Member
Half Day	$100	$135	$100

PREPaRE 3rd Edition Workshops**	Member	Nonmember	Student Member
Workshop 1	$170	$244	$170
Workshop 2	$235	$294	$235
ToT 1 ***	$280	$345	$245
ToT 2 ***	$355	$444	$310

**Additional savings will not be applied at checkout. Savings are based on the price difference between early registration, preconvention registration, and full registration rates for regular members and nonmembers. For the in-person convention, Student members save $20 with the early registration rate and $10 with the preconvention registration rate. For the virtual package, Student members save $20 with the preconvention registration rate.*

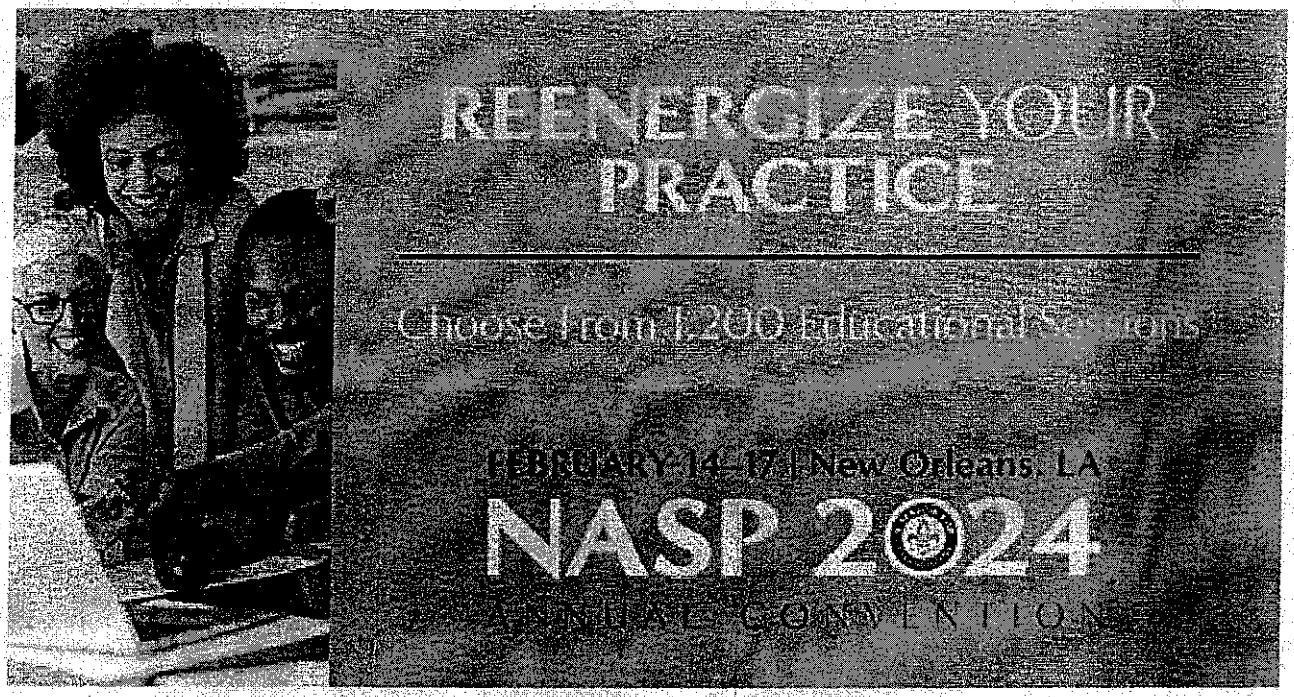
***You must register for the convention before registering for these sessions.*

****There are specific eligibility requirements and extensive preworkshop requirements for the PREPaRE 3rd Ed ToTs. These are included in the workshop and registration descriptions. Please be sure to read these before registering for a 3rd Ed ToT. NASP will confirm eligibility of all registrations.*

National Association of School Psychologists
4340 East West Highway, Suite 402, Bethesda, MD 20814
P: 301-657-0270 | Toll Free: 866-331-NASP | F: 301-657-0275

NASP
NATIONAL ASSOCIATION OF
School Psychologists

NASP 2024 Annual Convention



Important Dates

Convention Assistant/Workshop Monitor Sign-Up Opens at 12:00 p.m. ET

Dec 1, 2023

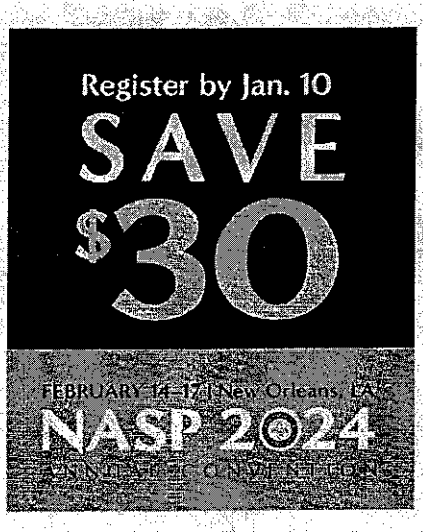
Presentation Cancellation Deadline

Dec 1, 2023

Presenter Registration Deadline

Jan 10, 2024

Mark Your Calendar for New Orleans



Connect with over 5,000 peers in the field and expand your expertise with over 1,200 professional development sessions. The convention will take place from February 14–17, 2024, and be held at the New Orleans Marriott and Sheraton New Orleans on Canal Street.

Are you interested in learning more about the various types of sessions that will be offered at convention? The complete list of sessions is now available! Explore our offerings to identify the sessions that align with your interests and start building your personalized schedule.

The largest annual convention for school psychologists is an event you don't want to miss.

Convention Registration

View a list of what's included in registration for both the in-person...

Housing & Travel

View details about traveling to New Orleans, special roo...

New Orleans Express

Virtual Package

Learn more about the entirely virtual component of this...

Convention Program

The program is filled with learning and networking...

Events & Activities

Your registration includes various events at no additional cost....

Student & Early Career

Find out about special happenings just for you, including how you ca...

National Association of School Psychologists

4340 East West Highway, Suite 402, Bethesda, MD 20814

P: 301-657-0270 | Toll Free: 866-331-NASP | F: 301-657-0275

MID-DEL PUBLIC SCHOOLS
OUT-OF-STATE TRAVEL REQUEST WITHOUT STUDENTS

All requests must be received two months prior to the Board Meeting preceding the travel.

☑ Employee Travel without Students

Employee: See attach list Site: Various

Purpose of Travel (Please attach a copy of the agenda for the meeting/ conference): This group will be attending NSCLC (National School Counseling), Feb. 21-23, 2024 in San Diego, CA.

Dates for Travel: February 20- February 23, 2024

Transportation: From OKC, OK on Feb. 20, 2024

To San Diego, CA return date Feb. 23, 2024

School Days Missed: 4

☑ Release Time

☐ Personal Leave

Funding Source:
FUND: _____ AMOUNT: $24,372.00 (TOTAL)

Breakdown of Amount:
FLIGHT: $4050.00 MILEAGE: $ NA HOTEL: $9000.00
SHUTTLE/CAB: $ 0.00 MEALS: $5031.00 (GSA & Incid) INCIDENTALS: $ Registration $6291.00

Will leave require a substitute? NA Project Code NA

Funding source for expenses other than sub:

Project Name Title I, Carl Perkins Project Code 511,421

Project Name NA Project Code NA

~~Site Principal~~: [signature]

Executive Director: [signature]

(please attach information justifying the need for the trip.)

Asst. Superintendent: La Shonda Broiles

Superintendent: _____

Approval for the trip does not yield approval of Release Time. Submit the Request for Release Time on the yellow form and attach to this request.

Donna McKnight <dmcknight@mid-del.net>

Hotel for NSCLC

Meagan Bryant <mbryant@mid-del.net> Fri, Nov 17, 2023 at 2:05 PM
To: Donna McKnight <dmcknight@mid-del.net>

Yes! Thank you...also - would you be able to help me get the paperwork needed for the 9 of us to get on the board agenda? Just haven't done this since being back in Mid-Del!

1. Meagan Bryant (Admin)
2. Shelby White (DCHS)
3. Jason Brown (CAHS)
4. Shawnda Black (Country Estates)
5. Brandi York (MCMS)
6. Kayla New Tilley (DCMS)
7. Angela Wages (CAMS)
8. Samantha Brathwaite (Tinker)
9. Samantha Tuter (DCHS)

[Quoted text hidden]

[Quoted text hidden]

--

Meagan Bryant, M.Ed.

Director of School Counseling and Mental Health
405-737-4461, ext. 1355
mbryant@mid-del.net
www.mid-del.net

This is a staff email account managed by Mid-Del Public Schools. This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender.

NSCLC

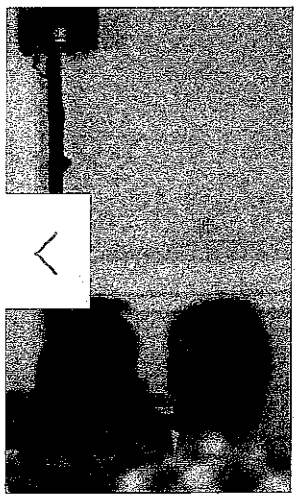
NATIONAL SCHOOL COUNSELING LEADERSHIP CONFERENCE

2024
FEBRUARY 21-23
PARADISE POINT
SAN DIEGO, CA

PURPOSE OF THIS CONFERENCE

The goal of this unique conference is to address a **critical gap** in professional learning for **administrators who *oversee*** school counseling programs at the school, district, region, and state levels. Ultimately, we seek to **empower** and **equip** decision-makers to **hire, mentor, lead, evaluate, and support** school counselors such that **measurable student outcomes** are at the core of all school counseling programs nationwide.

Join us to **network** with others in your position from across the nation and learn about the **updated roles, trends, and models** of school counseling. After these three dynamic days, leave the conference equipped with **fresh ideas, applicable resources**, and the **confidence** that you can lead school counselors to implement cutting-edge, comprehensive school counseling programs for the benefit of all students!



WHO SHOULD ATTEND?

Google

Skip to main content Accessibility feedback

Round trip · 1 · Economy

Oklahoma City OKC → San Diego

Tue, Feb 20 — Fri, Feb 23

All filters | Stops | Airlines | Bags | Price | Times | Emissions | Connecting airports | Duratic

Date grid | Price graph

Travel Feb 19 – 22, 2024 for $126

Change dates

Best departing flights

Ranked based on price and convenience Prices include required taxes + fees for 1 adult. Optional charges and b

Passenger assistance info.

5:00 AM → 8:58 AM OKC SAN 1 stop · 5 hr 58 min · United · Operated by Mesa Airlines DBA United Express	$311 round trip	224 kg CO_2 +12% emissions	
2:11 PM → 6:15 PM OKC SAN 1 stop · 6 hr 4 min · American · Alaska · Operated by Skywest Airlines as American Eagle	$366 round trip	295 kg CO_2 +48% emissions	
4:41 PM → 8:53 PM OKC SAN 1 stop · 6 hr 12 min · American	$366 round trip	167 kg CO_2 -17% emissions	
6:34 PM → 9:44 PM OKC SAN 1 stop · 5 hr 10 min · American · Operated by Skywest Airlines as American Eagle	$366 round trip	295 kg CO_2 +48% emissions	

Prices are currently typical View price history

est. $450 x 9

Other departing flights

6:00 AM → 9:17 AM OKC SAN 1 stop · 5 hr 17 min · United · Operated by Skywest DBA United Express	$331 round trip	204 kg CO_2 Avg emissions	
5:10 PM → 9:59 PM OKC SAN 1 stop · 6 hr 49 min · United · Operated by Mesa Airlines DBA United Express	$331 round trip	224 kg CO_2 +12% emissions	
11:35 AM → 2:58 PM OKC SAN 1 stop · 5 hr 23 min · United · Operated by Skywest DBA United Express	$352 round trip	229 kg CO_2 +15% emissions	

Donna McKnight <dmcknight@mid-del.net>

Quote HOTEL only

diana@springalltravel.com <diana@springalltravel.com> Thu, Nov 16, 2023 at 12:30 PM
To: Donna McKnight <dmcknight@mid-del.net>

Donna, It is getting hard to get rooms, if you have names I can hold them.
This hotel had the best rate offered for this conference.

The Dana Hotel on Mission Bay
Room rate $255.00 per night x 3 nights $765.00
Hotel tax for 3 nights each room $97.13
Agency service fee each room $86.21
Each room $948.34 x 9 rooms $8535.06

Diana

On 2023-11-13 15:46, Donna McKnight wrote:

Hi Diana,

I am needing a quote for 9 rooms (for 3nights) February 20, 21 and 22nd, checking out on the 23rd. SanDiego CA for the NSCLC conference.

https://www.hatchingresults.com/nsclc

Thank you!

Donna McKnight

Secretary to Exec. Dir. of T & L

7217 S. E. 15th Street

Midwest City, OK 73110

(405) 737-4461 Ext. 1268

Email: dmcknight@mid-del.net

INVOICES ONLY USE: [1] Accounts-payable@mid-del.net

Links:
---
[1] http://goog_585756190

GSA U.S. General Services Administration

FY 2024 Per Diem Rates for San Diego, California

Meals & Incidentals (M&IE) rates and breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
San Diego	San Diego	$74	$17	$18	$34	$5	$55.50

2/20 2/21 2/22 2/23

$55.50 $74- $74- $55.50 = 259.00

Baggage $100.00

OKAirport Parking $100.00

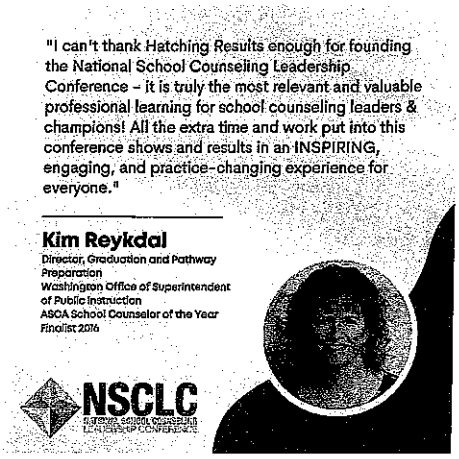
Uber/Taxi to & from Airport/Hotel in CA $300.00

$559.00

(9) $5031.00

Across all grade levels pK-12:

- District-level and county office leaders of school counseling programs
- School-level administrators
- State and regional leaders of school counseling programs
- Graduate students of educational leadership and principal programs
- Lead/head school counselors*



This conference is designed for leaders who oversee school counseling programs at the school, district, county, and state levels. *It's important that practicing school counselors who wish to attend are aware that breakout sessions and keynotes will be geared toward leadership of school counseling programs and systems more so than school counseling practice. We recommend that practitioners attend with their site leaders or district-level administrators.*

11/13/2023 Sent Diana Email for Quote

SCHEDULE

NSCLC 2024 NATIONAL SCHOOL COUNSELING LEADERSHIP CONFERENCE FEBRUARY 21-23 PARADISE POINT

SCHEDULE AT-A-GLANCE

Wednesday, February 21		Thursday, February 22		Friday, February 23	
10:30 AM - 4:00 PM	Registration	7:00 AM - 10:30 AM	Registration	7:00 AM - 8:00 AM	Breakfast
1:00 PM - 2:15 PM	Conference Kick Off	7:00 AM - 8:00 AM	Breakfast	8:00 AM - 9:15 AM	Session G
2:30 PM - 3:30 PM	Session A	8:00 AM - 9:00 AM	Keynote	9:30 AM - 10:45 AM	Session H
3:45 PM - 4:45 PM	Session B	9:20 AM - 10:35 AM	Session C	11:00 AM - 12:00 PM	Closing Session & Action Planning
5:00 PM - 6:00 PM	Networking Social	10:55 AM - 12:10 PM	Session D		
		12:10 PM - 1:30 PM	Lunch		
		1:30 PM - 2:45 PM	Session E		
		2:45 PM - 3:15 PM	Beverage Break		
		3:15 PM - 4:30 PM	Session F		
		5:30 PM - 6:30 PM	Fireside Chats		

Schedule subject to change | All times are listed in Pacific Standard Time (PST)

Previous NSCLC conference schedules are available to take a closer look at the typical professional learning content and themes offered. Check out the sessions from **NSCLC 2023** and **NSCLC 2022**. Stay tuned for full schedule details later this year!

Registration Type	Cost Per Person	Register By
Full Conference Individual Rate	$699.00	02/14/2024

(a) $699.00 $6,291.00

POLICY J-14 R-2

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST

I. IDENTIFYING INFORMATION

1. Name of School Del City High School
2. Name of Group Del City High School Student Council
3. Name of Mid-Del Sponsor(s) Kristy Cooper
4. Destination Albuquerque, NM
5. Dates of Trip from/to June 19-24, 2024
6. Time and Location of Departure June 19 from Santa Fe South HS
7. Time and Location of Arrival June 200 New Mexico
8. Will students miss class time for this trip? ____ Yes X No If yes, how much class time?

   _____

9. Is this trip during the Oklahoma Core Curriculum Testing window? ____ Yes X No

If yes, attach a detailed plan of how many students will be affected and the dates/times the tests will be made up.

10. Purpose of Trip: Vision Nationals Conference
    OASC Nationals Trip
11. Mode of Transportation: Charter Buses

II. ITINERARY - Please attach a detailed trip itinerary.

III. PARTICIPATION (If applicable)

1. Number of students: 1 Number of adult sponsors/chaperones: 1
2. If primary sponsor will be carrying a cell phone, please give number. Kristy Cooper 4052299826

IV. OVERNIGHT ACCOMMODATIONS

1. How will nighttime supervision be done?

   X Scheduled supervision (Please attach chaperone assignments with times.)

   ___ One adult assigned to each student's room. (Prior to departure, a list of room assignments for chaperones is to be submitted to the building principal.)

2. Name of hotel where group/teacher will stay TBD, by OASC
3. Address of hotel:
   TBD, OASC
   ↳ Oklahoma Association of Student Councils

Street Address City State Zip

4. Telephone of hotel: _____ (Include area code.)

5. Alternate phone number in case of emergency: 405-229-9826

6. Has hotel agreed to assign rooms in consecutive or adjacent blocks? ___ Yes ___ No If approved, verification and room assignment numbers will be required prior to departure.

V. FINANCIAL INFORMATION

1. How will trip expenses be paid?

A. Please check which one applies:

X All expenses from School Activity Funds (SAF).

Project # 869 Project Name: _____

X Some expenses from SAF. If some, please complete #2 below to clarify other funding sources.

____ No expenses from SAF. If no, please complete #2 below to clarify other funding sources.

____ Personal funds through Activity Account

B. If expenses are to be paid **all or part** from School Activity Funds, are the income and expenditures for this trip approved by the Board of Education prior to this trip? If no, the trip cannot be authorized to be paid from School Activity Funds.

X Yes ____No

2. Clarify other funding sources if all expenses are not paid or if some expenses are paid by School Activity Funds. Check what other sources apply:

X Sanctioned Organization funds

____ School District Allocated funds

____ Other: Personal funds, donations, civic-club etc. as examples

Explain other sources:
School Activity Funds will be paying majority.
Student Council Account

VI. JUSTIFICATION

1. Please describe the educational benefits of this trip. (Omit if the activity is the result of OSSAA sanctioned competition.)

Leadership Conference and Networking with other leaders in Oklahoma

2. Why was an out-of-state location chosen for this activity as opposed to an in-state location?
Location of Conference

VII. RECOMMENDATIONS AND ASSURANCES

1. As the primary sponsor of this out-of-state trip, I assure the school district that I will enforce the board policy regarding out-of-state trips, uphold and enforce all school rules and submit all required paperwork prior to departure time.

Signature of Primary Sponsor — Date: 11/30/23

2. I ____ recommend ____ do not recommend approval of this trip.

Signature of Building Principal — Date

3. I X recommend ____ do not recommend approval of this trip.

Signature of Director Elementary/Secondary Teaching & Learning — Date: 11/30/23

4. I X recommend ____ do not recommend approval of this trip.

Signature of Executive Director of Teaching & Learning — Date: 12/4/23

Signature of Assistant Superintendent — Date: 12-5-2023

VIII. BOARD OF EDUCATION ACTION

This request for an out-of-state/overnight trip was ____ approved ____ denied at the regular meeting of the Mid-Del Board of Education on _____

MID-DEL PUBLIC SCHOOLS
BEHAVIOR, RELEASE AND NON-LIABILITY AGREEMENT
AND EMERGENCYMEDICAL TREATMENT AUTHORIZATION

Before students may participate in the out-of-state/overnight trip, each student and or parent or guardian must agree to

OASC Conference Delegation Trip

Vision Nationals Trip Registration is open!!

Link to register is on registration page in Members Only Section.

The trip will take place from June 19th-24th. We will leave in a bus on June 19th, and return by flight on June 24th. We will take part in a pre-trip on the 19th and 20th as we travel to NM with stops along the way, we will attend the

convention from the 21st to the 23rd, we will complete a few post-convention closing activities, and finally, we will fly home on the 24th

The cost covers all expenses on the trip - including travel to and from the host school, 2 days worth of pre-convention bonding activities, the National Vision Conference, all meals and snacks, shirts for every day (plus extras to trade with other states), exclusive Okie merch, and more...

Payment schedule is as follows:

- December 15 - Deposit of $200 due (nonrefundable)
- January 15 - $600 due
- February 15 - $500 due
- March 15 - $500 due
- April 15 - $500 due
- Total: $2300

https://stucovisionconference.org/

MID-DEL BOARD OF EDUCATION	J-14 R-2B

MID-DEL PUBLIC SCHOOLS
OUT-OF-STATE TRAVEL REQUEST WITHOUT STUDENTS

All requests must be received two months prior to the Board Meeting preceding the travel.

☐ Employee Travel without Students

Employee: Diane Williams Site: Admin

Purpose of Travel (Please attach a copy of the agenda for the meeting/ conference): Texas Music Educators Conference

Dates for Travel: Feb - 7-10, 2024

Transportation: From Midwest City on Feb 7th

To San Antonio, TX return date Feb 10th

School Days Missed: 3

☑ Release Time

☐ Personal Leave

Funding Source: Fine arts
FUND: 950 Activity AMOUNT: $2470 (TOTAL)

Breakdown of Amount:
FLIGHT: $ 300 MILEAGE: $ HOTEL: $ 1750
SHUTTLE/CAB: $ MEALS: $ 250 INCIDENTALS: $ 170 Reg.

Will leave require a substitute? No Project Code

Funding source for expenses other than sub:

Project Name Project Code

Project Name Project Code

Site Principal:

Executive Director: Andra Lilley
(please attach information justifying the need for the trip.)

Asst. Superintendent: La Shonda Broiles

Superintendent:

Approval for the trip does not yield approval of Release Time. Submit the Request for Release Time on the yellow form and attach to this request.

Texas Music Educators Association

2024 TMEA CLINIC/CONVENTION

February 7–10 • San Antonio

With 300+ hours of professional development scheduled, this annual event is the highest quality, lowest cost convention targeted to the needs of every music educator.

I am the only director in my district (1A), so being able to learn from other musicians in person is always pivotal for me. I came home energized and with plenty of new ideas and reinforcement.

Juliana Wild, Dodd City Schools

WWW.TMEA.ORG/CONVENTION

290+ CLINICS

Learn from master teachers, learn proven methods and strategies you can use in your very next class.

100+ CONCERTS

Get innovative programming ideas, conducting concepts, and inspiration for future performances.

500+ EXHIBITS

Make hands-on comparisons before you buy. Dollars stretch further in our exhibit hall.

Registration

Before January 18

Active music educators: $70*
Out of state music educators: $145

After January 18

Active music educators: $95*
Out of state music educators: $170

(with paid membership)*

Convention Housing

Opens early October

Check www.tmea.org/housing for details.

CONVENTION @ A GLANCE

- February 7–10, 2024
- $70 early registration for active TMEA members
- Discounted hotels in downtown San Antonio
- 290+ clinics, 100+ performances, 500+ exhibitors
- Full-day preconference of music technology clinics
- Active TMEA members earn CPE credit

BAND.ORCHESTRA.VOCAL.ELEMENTARY.COLLEGE

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST WITH STUDENTS

I. IDENTIFYING INFORMATION

1. Name of School Carl Albert High School
2. Name of Group Carl Albert High School Band
3. Name of Mid-Del Sponsor(s) Travis Miller
4. Destination Tulsa, Oklahoma
5. Dates of Trip from/to January 17th - 20th
6. Time and Location of Departure TBA
7. Time and Location of Arrival TBA
8. Will students miss class time for this trip? ☑ Yes ☐ No If yes, how much class time? Yes, 2 full days
9. Is this trip during the Oklahoma Core Curriculum Testing window? ☐ Yes ☑ No
   If yes, attach a detailed plan of how many students will be affected and the dates/times the tests will be made up.
10. Purpose of Trip: All State Orchestra Clinic and Concert
11. Mode of Transportation: Personal Vehicle with parents

II. ITINERARY - Please attach a detailed trip itinerary.

III. PARTICIPATION (If applicable)

1. Number of students: 1 Number of adult sponsors/chaperones: 3
2. If primary sponsor will be carrying a cell phone, please give number. 405-532-4831

IV. OVERNIGHT ACCOMMODATIONS

1. Name of hotel where group/teacher will stay Hotel Indigo

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST (Cont.)

2. Address of hotel:

121 S Elgin Ave	Tulsa	OK	74120
Street Address	City	State	Zip

3. Telephone of hotel: 1-918-779-4445 (Include area code)

4. Alternate phone number in case of emergency: 405-532-4831

5. Has hotel agreed to assign rooms in consecutive or adjacent blocks? ☑ Yes ☐ No If approved, verification and room assignment numbers will be required prior to departure.

V. FINANCIAL INFORMATION

1. How will trip expenses be paid? FUND: Boosters AMOUNT: $TBA
   A. Please check which one applies:

   ☐ All expenses from School Activity Funds (SAF).
   Project # _____ Project Name: _____
   ☐ Some expenses from SAF. If some, please complete #2 below to clarify other funding sources.
   ☑ No expenses from SAF. If no, please complete #2 below to clarify other funding sources.
   ☐ Personal funds through Activity Account

   B. If expenses are to be paid **all or part** from School Activity Funds, are the income and expenditures for this trip approved by the Board of Education prior to this trip? If no, the trip cannot be authorized to be paid from School Activity Funds. ☐ Yes ☐ No

2. Clarify other funding sources if all expenses are not paid or if some expenses are paid by School Activity Funds. Check what other sources apply:

   Sanctioned Organization funds: AMOUNT: $_____
   School District Allocated funds: AMOUNT: $_____
   Other: Personal funds, donations, civic-club etc. as examples AMOUNT: $_____

Explain other sources: _____

VI. JUSTIFICATION

1. Please describe the educational benefits of this trip. (Omit if the activity is the result of OSSAA sanctioned competition.)

We have an honor band student that made OKMEA All-State and this is the clinic and concert for that event.

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST (Cont.)

2. If activity is out of state, why was an out-of-state location chosen for this activity as opposed to an in-state location?

_____
_____
_____
_____

VII. RECOMMENDATIONS AND ASSURANCES

1. As the primary sponsor of this out-of-state trip, I assure the school district that I will enforce the board policy regarding out-of-state trips, uphold and enforce all school rules and submit all required paperwork prior to departure time.

Travis Wilkes — 12/5/2023
Signature of Primary Sponsor — Date

2. I ✓ recommend ____ do not recommend approval of this trip.

12/4/2023
Signature of Building Principal — Date

3. I ✓ recommend ____ do not recommend approval of this trip.

Andra Wilkey — 12/6/23
Signature of Executive Director of Elementary/Secondary Education — Date

4. I ✓ recommend ____ do not recommend approval of this trip.

LaTonda Barnes — 12-6-2023
Signature of Assistant Superintendent — Date

VIII. BOARD OF EDUCATION ACTION

This request for an out-of-state/overnight trip was ____approved ____ denied at the regular meeting of the Mid-Del Board of Education on _____

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST WITH STUDENTS

I. IDENTIFYING INFORMATION

1. Name of School Del City High School
2. Name of Group DCHS Band
3. Name of Mid-Del Sponsor(s) Sean Johnson & Landry Tucker
4. Destination Tulsa, OK
5. Dates of Trip from/to January 17-20
6. Time and Location of Departure 5PM DCHS Band Room
7. Time and Location of Arrival 7PM Tulsa, OK
8. Will students miss class time for this trip? ☑ Yes ☐ No If yes, how much class time?
   Yes, 2 Instructional Days on Thursday and Friday
9. Is this trip during the Oklahoma Core Curriculum Testing window? ☐ Yes ☐ No
   If yes, attach a detailed plan of how many students will be affected and the dates/times the tests will be made up.
10. Purpose of Trip: OkMEA All-State Jazz Ensemble Participation
11. Mode of Transportation: District Suburban

II. ITINERARY - Please attach a detailed trip itinerary.

III. PARTICIPATION (If applicable)

1. Number of students: 2 Number of adult sponsors/chaperones: 2
2. If primary sponsor will be carrying a cell phone, please give number. 405-474-0249

IV. OVERNIGHT ACCOMMODATIONS

1. Name of hotel where group/teacher will stay DoubleTree Tulsa Downtown

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST (Cont.)

2. Address of hotel:

616 W 7th St	Tulsa	OK	74127
Street Address	City	State	Zip

3. Telephone of hotel: (918) 587-8000 (Include area code)

4. Alternate phone number in case of emergency: (405) 474-0249

5. Has hotel agreed to assign rooms in consecutive or adjacent blocks? ☐ Yes ☑ No If approved, verification and room assignment numbers will be required prior to departure.

V. FINANCIAL INFORMATION

1. How will trip expenses be paid? FUND: BOOSTER AMOUNT: $_____

   A. Please check which one applies:

   ☐ All expenses from School Activity Funds (SAF).
   Project # _____ Project Name: _____
   ☐ Some expenses from SAF. If some, please complete #2 below to clarify other funding sources.
   ☑ No expenses from SAF. If no, please complete #2 below to clarify other funding sources.
   ☐ Personal funds through Activity Account

   B. If expenses are to be paid **all or part** from School Activity Funds, are the income and expenditures for this trip approved by the Board of Education prior to this trip? If no, the trip cannot be authorized to be paid from School Activity Funds. ☐ Yes ☑ No

2. Clarify other funding sources if all expenses are not paid or if some expenses are paid by School Activity Funds. Check what other sources apply:

   Sanctioned Organization funds: AMOUNT: $ 1200
   School District Allocated funds: AMOUNT: $_____
   Other: Personal funds, donations, civic-club etc. as examples AMOUNT: $_____

Explain other sources: DEL CITY INSTRUMENTAL MUSIC, INC. will be paying for the hotels.

VI. JUSTIFICATION

1. Please describe the educational benefits of this trip. (Omit if the activity is the result of OSSAA sanctioned competition.)

OkMEA All-State Jazz Ensemble Participation

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST (Cont.)

2. If activity is out of state, why was an out-of-state location chosen for this activity as opposed to an in-state location?
N/A - This activity is in Tulsa, Oklahoma and will only be overnight.

VII. RECOMMENDATIONS AND ASSURANCES

1. As the primary sponsor of this out-of-state trip, I assure the school district that I will enforce the board policy regarding out-of-state trips, uphold and enforce all school rules and submit all required paperwork prior to departure time.

Signature of Primary Sponsor — Date: 12-5-23

2. I X recommend ____ do not recommend approval of this trip.

Signature of Building Principal — Date: 12/5/23

3. I X recommend ____ do not recommend approval of this trip.

Andra Dilkey
Signature of Executive Director of Elementary/Secondary Education — Date: 12/6/23

4. I X recommend ____ do not recommend approval of this trip.

Signature of Assistant Superintendent — Date: 12-6-2023

VIII. BOARD OF EDUCATION ACTION

This request for an out-of-state/overnight trip was ____approved ____ denied at the regular meeting of the Mid-Del Board of Education on _____

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST WITH STUDENTS

I. IDENTIFYING INFORMATION

1. Name of School CARL ALBERT HIGH SCHOOL
2. Name of Group TITAN SWIM
3. Name of Mid-Del Sponsor(s) JOSH NORMAN
4. Destination JENKS INVITATIONAL
5. Dates of Trip from/to 1/19/24 - 1/20/24
6. Time and Location of Departure 1/19/24 @ NOON
7. Time and Location of Arrival 1/19/24 @ 1:00pm
8. Will students miss class time for this trip? ✓ Yes ____ No If yes, how much class time?
   HALF SCHOOL DAY ON 1/19/24
9. Is this trip during the Oklahoma Core Curriculum Testing window? ____ Yes ✓ No
   If yes, attach a detailed plan of how many students will be affected and the dates/times the tests will be made up.
10. Purpose of Trip: COMPETE IN 2023 JENKS TROJAN INVITATIONAL
11. Mode of Transportation: PARENT TRANSPORTATION TO TULSA THEN BUS ONCE IN - TULSA.

II. ITINERARY - Please attach a detailed trip itinerary.

III. PARTICIPATION (If applicable)

1. Number of students: 40 Number of adult sponsors/chaperones: 4
2. If primary sponsor will be carrying a cell phone, please give number. 405) 659-0402

IV. OVERNIGHT ACCOMMODATIONS

1. Name of hotel where group/teacher will stay HOLIDAY INN EXPRESS AND SUITES

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST (Cont.)

2. Address of hotel:
   150 S AQUARIUM DR. | JENKS | OK | 74037
   Street Address | City | State | Zip

3. Telephone of hotel: +1 (918) 296 - 7300 (Include area code)

4. Alternate phone number in case of emergency: 405) 659-0402 / 405) 640-2233

5. Has hotel agreed to assign rooms in consecutive or adjacent blocks? ✓ Yes ___ No . If approved, verification and room assignment numbers will be required prior to departure.

V. FINANCIAL INFORMATION

1. How will trip expenses be paid? FUND: _____ AMOUNT: $_____
   A. Please check which one applies:

   ____ All expenses from School Activity Funds (SAF).
   Project # _____ Project Name: _____
   ____ Some expenses from SAF. If some, please complete #2 below to clarify other funding sources.
   ✓ No expenses from SAF. If no, please complete #2 below to clarify other funding sources.
   ____ Personal funds through Activity Account

   B. If expenses are to be paid **all or part** from School Activity Funds, are the income and expenditures for this trip approved by the Board of Education prior to this trip? If no, the trip cannot be authorized to be paid from School Activity Funds. ___Yes____No

2. Clarify other funding sources if all expenses are not paid or if some expenses are paid by School Activity Funds. Check what other sources apply:

   Sanctioned Organization funds: AMOUNT: $_____
   School District Allocated funds: AMOUNT: $_____
   Other: Personal funds, donations, civic-club etc. as examples AMOUNT: $ 500.00

Explain other sources: OUR BOOSTER CLUB WILL HAVE DINNER CATERED AT THE HOTEL ON THE EVENING OF THE 19TH.

VI. JUSTIFICATION

1. Please describe the educational benefits of this trip. (Omit if the activity is the result of OSSAA sanctioned competition.)
   THE JENKS INVITATIONAL IS AN INVITE THAT INCLUDES TOP 5A AND 6A PROGRAMS FROM THE PREVIOUS SEASON - GIVING US AN OPPORTUNITY TO RACE SOME EXCELLENT COMPETITION AND TO GET OUTSIDE OUR COMFORT ZONE. STATE IN 2024 WILL BE AT JENKS SO THIS GIVES US AN OPPORTUNITY TO GET FAMILIAR WITH THE FACILITY.

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST (Cont.)

2. If activity is out of state, why was an out-of-state location chosen for this activity as opposed to an in-state location?
N/A

VII. RECOMMENDATIONS AND ASSURANCES

1. As the primary sponsor of this out-of-state trip, I assure the school district that I will enforce the board policy regarding out-of-state trips, uphold and enforce all school rules and submit all required paperwork prior to departure time.

Signature of Primary Sponsor — Date: 12/4/23

2. I ✓ recommend ____ do not recommend approval of this trip.

Signature of Building Principal — Date: 12/4/2023

3. I X recommend ____ do not recommend approval of this trip.

Andrea Dilkey

Signature of Executive Director of Elementary/Secondary Education — Date: 12/4/2023

4. I ✓ recommend ____ do not recommend approval of this trip.

LaShunda Parris

Signature of Assistant Superintendent — Date: 12-6-2023

VIII. BOARD OF EDUCATION ACTION

This request for an out-of-state/overnight trip was ____approved ____ denied at the regular meeting of the Mid-Del Board of Education on _____

MID-DEL PUBLIC SCHOOLS
BEHAVIOR, RELEASE AND NON-LIABILITY AGREEMENT AND EMERGENCY MEDICAL TREATMENT AUTHORIZATION

Before students may participate in the out-of-state/overnight trip, each student and or parent or guardian must agree to the terms and conditions for participation set forth below.

Behavior and Rules

I, _____(student's name), desire to participate in the out-of-state/overnight trip.

I, _____ (parent(s)/ guardian(s) name), desire for my child to participate in the out - of-state/overnight trip.

In signing this agreement below, we agree to the following:

1. Student will exhibit his/her best personal conduct at all times while on the trip. Student will be participating in events as a representative of his/her school and will conduct his or herself at all times in a manner which brings respect and honor to the Mid-Del Public School District.

2. Student will abide by all rules and regulations of Mid -Del Schools and other applicable rules and regulations. Student will obey all instructions and directives given by the adults providing supervision for the trip. Students may be subject to disciplinary action, to include removal from the out-of-state/overnight trip activity in the event of violations of such rules and directives.

District Released, Held Harmless and Promise Not to Sue

Mid-Del Public Schools does not provide insurance for harm which may arise out of the out-of state/overnight trip. Both student and parent/guardian recognize that the out-of-state/overnight trip is non-mandatory and is a voluntary field trip and as such, both parent/guardian and student agree that Mid- Del Schools, its employees, board members, and adult volunteers taking part in the out-of-state/ overnight trip shall not be held legally responsible for any harm or injury which may befall student arising out of the out-of-state/overnight trip.

Thus, student and parent/guardian signing below agree to fully release and hold the Mid- Del Public Schools, its employees, board members, and adult volunteers taking part in the out -of-state/overnight trip harmless from any claim or liability arising out of or resulting from student's participation in the out-of-state/overnight trip, even though the nature, extent, and seriousness of such claims are currently unknown. By signing this agreement parent/guardian and student waive any such claims which may occur in the future, whether they are now aware of how the student could be injured by participating in the out-of-state/overnight trip, or the extent of such alleged injury, and whether or not such injury is caused by the negligence or other fault of Mid-Del Public Schools.

Medical Care

In the event of illness or injury, student and parent/guardian hereby consent to whatever x-ray, examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care from a licensed physician as deemed necessary for the safety and welfare of student. It is understood that the resulting expenses will be the responsibility of the student and/or parent or guardian.

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST WITH STUDENTS

I. IDENTIFYING INFORMATION

1. Name of School Midwest City High School
2. Name of Group Midwest City High School Band
3. Name of Mid-Del Sponsor(s) Marty Marks / Mark Hensley
4. Destination OKMEA Convention Tulsa OK
5. Dates of Trip from/to 17 to 20 Jan, 2024
6. Time and Location of Departure 9AM MCHS Bandroom Midwest City High School
7. Time and Location of Arrival Noon Hyatt Regency Tulsa OK
8. Will students miss class time for this trip? [X] Yes [ ] No If yes, how much class time?

   _____

9. Is this trip during the Oklahoma Core Curriculum Testing window? [ ] Yes [X] No
   If yes, attach a detailed plan of how many students will be affected and the dates/times the tests will be made up.
10. Purpose of Trip: Students will be participating with the All-State Bands at the OKMEA Winter Conference
11. Mode of Transportation: Suburban (school)

II. ITINERARY - Please attach a detailed trip itinerary.

III. PARTICIPATION (If applicable)

1. Number of students: 3 Number of adult sponsors/chaperones: 2
2. If primary sponsor will be carrying a cell phone, please give number. _____

IV. OVERNIGHT ACCOMMODATIONS

1. Name of hotel where group/teacher will stay Hyatt Regency
   100 E. 2nd St
   Tulsa 74103

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST (Cont.)

2. Address of hotel:
   100 E. 2ND St — Tulsa — OK — 74103
   Street Address — City — State — Zip

3. Telephone of hotel: 918 - 234 - 1234 (Include area code)

4. Alternate phone number in case of emergency: 734 - 353 - 9671

5. Has hotel agreed to assign rooms in consecutive or adjacent blocks? [X] Yes [ ] No If approved, verification and room assignment numbers will be required prior to departure.

V. FINANCIAL INFORMATION

1. How will trip expenses be paid? FUND: Boosters AMOUNT: $_____
   A. Please check which one applies:

   [ ] All expenses from School Activity Funds (SAF).
   Project # _____ Project Name: _____
   [ ] Some expenses from SAF. If some, please complete #2 below to clarify other funding sources.
   [X] No expenses from SAF. If no, please complete #2 below to clarify other funding sources.
   [ ] Personal funds through Activity Account

   B. If expenses are to be paid **all or part** from School Activity Funds, are the income and expenditures for this trip approved by the Board of Education prior to this trip? If no, the trip cannot be authorized to be paid from School Activity Funds. [ ] Yes [ ] No

2. Clarify other funding sources if all expenses are not paid or if some expenses are paid by School Activity Funds. Check what other sources apply:

   Sanctioned Organization funds: AMOUNT: $ 1700.00
   School District Allocated funds: AMOUNT: $ 0
   Other: Personal funds, donations, civic-club etc. as examples AMOUNT: $ 100

Explain other sources: personal - fuel, meals

VI. JUSTIFICATION

1. Please describe the educational benefits of this trip. (Omit if the activity is the result of OSSAA sanctioned competition.)
   All state represents MCHS w/ distinction
   Student have a life long memorable musical experience

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST (Cont.)

2. If activity is out of state, why was an out-of-state location chosen for this activity as opposed to an in-state location?

N/A

VII. RECOMMENDATIONS AND ASSURANCES

1. As the primary sponsor of this out-of-state trip, I assure the school district that I will enforce the board policy regarding out-of-state trips, uphold and enforce all school rules and submit all required paperwork prior to departure time.

Signature of Primary Sponsor _____ Date _____

2. I ✓ recommend ____ do not recommend approval of this trip.

Leslie Berger
Signature of Building Principal — Date: 12-5-23

3. I ✓ recommend ____ do not recommend approval of this trip.

Andra Hilkey
Signature of Executive Director of Elementary/Secondary Education — Date: 12-6-23

4. I ✓ recommend ____ do not recommend approval of this trip.

LaAnnda Brunk
Signature of Assistant Superintendent — Date: 12-6-2023

VIII. BOARD OF EDUCATION ACTION

This request for an out-of-state/overnight trip was ____approved ____ denied at the regular meeting of the Mid-Del Board of Education on _____

MID-DEL PUBLIC SCHOOLS
OUT-OF-STATE TRAVEL REQUEST WITHOUT STUDENTS

All requests must be received two months prior to the Board Meeting preceding the travel.

☑ Employee Travel without Students

Employee: David Handy Site: Del City Middle School

Purpose of Travel (Please attach a copy of the agenda for the meeting/ conference): Professional Development, Instrumental Music Education Clinic and Exhibition with added potential for

Dates for Travel: 02/07/2024-02/10/2024

Transportation: From Del City, OK on 02/07/2024

To San Antonio, TX return date 02/10/2024

School Days Missed: 02/07-02/09

☑ Release Time

☐ Personal Leave

Funding Source: Personal funds
FUND: ~~028~~ AMOUNT: $0 (TOTAL)

Breakdown of Amount:
FLIGHT: $0 MILEAGE: $0 HOTEL: $0
SHUTTLE/CAB: $ 0 MEALS: $0 INCIDENTALS: $ 0

Will leave require a substitute? Yes Project Code ~~N/A~~ 826

Funding source for expenses other than sub:

Project Name N/A Project Code N/A

Project Name N/A Project Code N/A

Site Principal: Mary Stevens

Executive Director: Debra Kilkey 12/6/23
(please attach information justifying the need for the trip.)

Asst. Superintendent: LaShunda Burks 12/6/2023

Superintendent:

Approval for the trip does not yield approval of Release Time. Submit the Request for Release Time on the yellow form and attach to this request.

Texas Music Educators Association

2024 TMEA CLINIC/CONVENTION

February 7–10 • San Antonio

With 300+ hours of professional development scheduled, this annual event is the highest quality, lowest cost convention targeted to the needs of every music educator.

I am the only director in my district (1A), so being able to learn from other musicians in person is always pivotal for me. I came home energized and with plenty of new ideas and reinforcement.

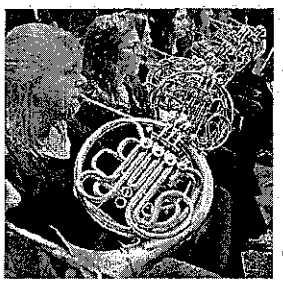
Juliana Wild, Dodd City Schools

WWW.TMEA.ORG/CONVENTION

290+ CLINICS

Learn from master teachers, learn proven methods and strategies you can use in your very next class.

100+ CONCERTS



Get innovative programming ideas, conducting concepts, and inspiration for future performances.

500+ EXHIBITS

Make hands-on comparisons before you buy. Dollars stretch further in our exhibit hall.

Registration

Before January 18

Active music educators: $70*
Out of state music educators: $145

After January 18

Active music educators: $95*
Out of state music educators: $170

(with paid membership)*

Convention Housing

Opens early October

Check www.tmea.org/housing for details.

CONVENTION @ A GLANCE

- February 7–10, 2024
- $70 early registration for active TMEA members
- Discounted hotels in downtown San Antonio
- 290+ clinics, 100+ performances, 500+ exhibitors
- Full-day preconference of music technology clinics
- Active TMEA members earn CPE credit

BAND.ORCHESTRA.VOCAL.ELEMENTARY.COLLEGE

MID-DEL PUBLIC SCHOOLS
OUT-OF-STATE TRAVEL REQUEST WITHOUT STUDENTS

All requests must be received two months prior to the Board Meeting preceding the travel.

☑ Employee Travel without Students

Employee: Caleb Jones Site: Del City Middle School

Purpose of Travel (Please attach a copy of the agenda for the meeting/ conference): Texas Music Educators Association Conference

Dates for Travel: February 7-10 2024

Transportation: From Del City, Oklahoma on Feb. 7, 2024

To San Antonio, Texas return date Feb. 10, 2024

School Days Missed: Feb. 7-9, 2024

☑ Release Time

☐ Personal Leave

Funding Source: Personal Funds
FUND: ~~0~~ AMOUNT: $ 0 (TOTAL)

Breakdown of Amount:
FLIGHT: $ 0 MILEAGE: $ 0 HOTEL: $ 0
SHUTTLE/CAB: $ 0 MEALS: $ 0 INCIDENTALS: $ 0

Will leave require a substitute? Yes Project Code ~~N/A~~ 826

Funding source for expenses other than sub:

Project Name N/A Project Code N/A

Project Name N/A Project Code N/A

Site Principal: Mary Styles

Executive Director: Sandra Kilkey 12/6/23

(please attach information justifying the need for the trip.)

Asst. Superintendent: LaRonda Burks 12-6-2023

Superintendent:

Approval for the trip does not yield approval of Release Time. Submit the Request for Release Time on the yellow form and attach to this request.

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Juliana Wild, Dodd City Schools

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BAND.ORCHESTRA.VOCAL.ELEMENTARY.COLLEGE

MID-DEL BOARD OF EDUCATION	J-14 R-2B

MID-DEL PUBLIC SCHOOLS
OUT-OF-STATE TRAVEL REQUEST WITHOUT STUDENTS

All requests must be received two months prior to the Board Meeting preceding the travel.

☑ Employee Travel without Students

Employee: Sean Johnson Site: Del City High School

Purpose of Travel (Please attach a copy of the agenda for the meeting/ conference): To attend the Texas Music Educators Conference in San Antonio

Dates for Travel: February 7th, 2024 - February 10th, 2024

Transportation: From Del City, OK on 2/7/2024

To San Antonio, TX return date 2/10/2024

School Days Missed: 3

☑ Release Time

☐ Personal Leave

Funding Source: Personal Funds

FUND: ~~020~~ AMOUNT: $0 (TOTAL)

Breakdown of Amount:

FLIGHT: $ MILEAGE: $ HOTEL: $

SHUTTLE/CAB: $ MEALS: $ INCIDENTALS: $

Will leave require a substitute? Yes Project Code 826

Funding source for expenses other than sub:

Project Name Project Code

Project Name Project Code

Site Principal: [signature]

Executive Director: Andrea Wilkey 12/6/23

(please attach information justifying the need for the trip)

Asst. Superintendent: LaRonda Burks 12-6-2023

Superintendent:

Approval for the trip does not yield approval of Release Time. Submit the Request for Release Time on the yellow form and attach to this request.

Texas Music Educators Association

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BAND.ORCHESTRA.VOCAL.ELEMENTARY.COLLEGE

MID-DEL PUBLIC SCHOOLS
OUT-OF-STATE TRAVEL REQUEST WITHOUT STUDENTS

All requests must be received two months prior to the Board Meeting preceding the travel.

☑ Employee Travel without Students

Employee: Landry Tucker Site: Del City High School

Purpose of Travel (Please attach a copy of the agenda for the meeting/ conference): To attended the Texas Music Educators Conference in San Antonio, Texas

Dates for Travel: February 7th - February 10th 2024

Transportation: From Del City Oklahoma on February 7th2024

To San Antonio Texas return date February 10th 2024

School Days Missed: 3 days, February7th-9th 2024

☑ Release Time

☐ Personal Leave

Personal Funds

Funding Source:
FUND: ~~028~~ AMOUNT: $0 (TOTAL)

Breakdown of Amount:
FLIGHT: $ MILEAGE: $ HOTEL: $
SHUTTLE/CAB: $ MEALS: $ INCIDENTALS: $

Will leave require a substitute? Yes Project Code 826

Funding source for expenses other than sub:

Project Name Project Code

Project Name Project Code

Site Principal: [signature]

Executive Director: Andra Kilkey 12/6/23
(please attach information justifying the need for the trip.)

Asst. Superintendent: LaDonda Burks 12/6/2023

Superintendent:

Approval for the trip does not yield approval of Release Time. Submit the Request for Release Time on the yellow form and attach to this request.

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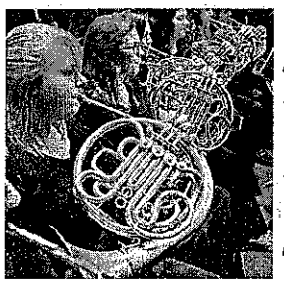

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BAND.ORCHESTRA.VOCAL.ELEMENTARY.COLLEGE

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST WITH STUDENTS

I. IDENTIFYING INFORMATION

1. Name of School Carl Albert Middle School
2. Name of Group Choir
3. Name of Mid-Del Sponsor(s) Taylor Selvey
4. Destination OKC Convention Center
5. Dates of Trip from/to 1/11/24 – 1/13/24
6. Time and Location of Departure 10:00 am from CAMS
7. Time and Location of Arrival 12:00 pm – OKC Convention Center
8. Will students miss class time for this trip? ✓ Yes ___ No If yes, how much class time?
   2 full days
9. Is this trip during the Oklahoma Core Curriculum Testing window? ___ Yes ✓ No
   If yes, attach a detailed plan of how many students will be affected and the dates/times the tests will be made up.
10. Purpose of Trip: OKCDA Junior High All-State Choir
11. Mode of Transportation: district Suburban

II. ITINERARY - Please attach a detailed trip itinerary.

III. PARTICIPATION (If applicable)

1. Number of students: 1 Number of adult sponsors/chaperones: 1
2. If primary sponsor will be carrying a cell phone, please give number. (405)-996-0727

IV. OVERNIGHT ACCOMMODATIONS

1. Name of hotel where group/teacher will stay Wyndham Grand – OKC Downtown

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST (Cont.)

2. Address of hotel: 10 N Broadway Ave | OKC | OK | 73102
   Street Address | City | State | Zip

3. Telephone of hotel: 405-228-8000 (Include area code)

4. Alternate phone number in case of emergency: 405-996-0727

5. Has hotel agreed to assign rooms in consecutive or adjacent blocks? X Yes ___ No If approved, verification and room assignment numbers will be required prior to departure.

V. FINANCIAL INFORMATION

1. How will trip expenses be paid? FUND: Choir AMOUNT: $ 75
   A. Please check which one applies:

   ___ All expenses from School Activity Funds (SAF).
   Project # _____ Project Name: _____
   X Some expenses from SAF. If some, please complete #2 below to clarify other funding sources.
   ___ No expenses from SAF. If no, please complete #2 below to clarify other funding sources.
   ___ Personal funds through Activity Account

   B. If expenses are to be paid **all or part** from School Activity Funds, are the income and expenditures for this trip approved by the Board of Education prior to this trip? If no, the trip cannot be authorized to be paid from School Activity Funds. X Yes ___ No

2. Clarify other funding sources if all expenses are not paid or if some expenses are paid by School Activity Funds. Check what other sources apply:

   Sanctioned Organization funds: AMOUNT: $ 220
   School District Allocated funds: AMOUNT: $ _____
   Other: Personal funds, donations, civic-club etc. as examples AMOUNT: $ _____

Explain other sources: _____

VI. JUSTIFICATION

1. Please describe the educational benefits of this trip. (Omit if the activity is the result of OSSAA sanctioned competition.)
   N/A

MID-DEL SCHOOLS
OUT-OF-STATE/OVERNIGHT TRAVEL REQUEST (Cont.)

2. If activity is out of state, why was an out-of-state location chosen for this activity as opposed to an in-state location?
N/A

VII. RECOMMENDATIONS AND ASSURANCES

1. As the primary sponsor of this out-of-state trip, I assure the school district that I will enforce the board policy regarding out-of-state trips, uphold and enforce all school rules and submit all required paperwork prior to departure time.

Taylor Gulay — 11/30/2023
Signature of Primary Sponsor — Date

2. I X recommend ____ do not recommend approval of this trip.

Darcy Brooks — 12-1-23
Signature of Building Principal — Date

3. I ____ recommend ____ do not recommend approval of this trip.

Signature of Executive Director of Elementary/Secondary Education — Date

4. I ✓ recommend ____ do not recommend approval of this trip.

LeTonda Bowles — 12-6-2023
Signature of Assistant Superintendent — Date

VIII. BOARD OF EDUCATION ACTION

This request for an out-of-state/overnight trip was ____ approved ____ denied at the regular meeting of the Mid-Del Board of Education on _____

Dr. Rick Cobb
Superintendent

Dr. LaShonda Broiles
Deputy Superintendent

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461 x1332
lbroiles@mid-del.net

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1754

To: Board of Education and Dr. Rick Cobb

From: Dr. LaShonda Broiles, Deputy Superintendent

Date: December 11, 2023

Re: Mid-Del School Calendar for 2024-2025

The Mid-Del School Calendar Committee met on November 16, 2023 to plan a proposed 2024-2025 Mid-Del School Calendar for your approval. A districtwide survey was sent out and this version of the calendar received 58% of the votes, which keeps Fall Break on Friday/Monday.

Thank you for your consideration of our request for approval of the proposed 2024-2025 Mid-Del School Calendar.

2024-2025

MID-DEL PUBLIC SCHOOLS

STUDENT/PARENT CALENDAR

IMPORTANT DATES

- First Day of Classes - August 14
- Last Day of Classes - May 21
- Graduation Day - TBD
- ◯ **Beginning of the Quarter**
- ☐ **End of Quarter**
- ✓ **Evening Parent/Teacher Conf**
- ▲ **Admin Building Closing**

Professional Development/Work Days - No School

Vacation/Holiday - No School

Administration Bldg Closed - Summer Hours

Virtual Day-No in-person instruction

NO SCHOOL DATES

Labor Day - September 2

Professional Development - September 16

Virtual Day-September 27

Fall Break - October 18-21

Veterans Day- November 11

Thanksgiving - November 25-29

Winter Break - December 23-January 3

Professional Development - January 6

Martin Luther King, Jr Day - January 20

Virtual Day-February 7

Professional Development - February 17

Spring Break - March 17-21

No School-April 18, May 2

JULY 2024

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2024

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2024

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	✓ 24	25	✓ 26	27	28
29	30					

OCTOBER 2024

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 2024

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
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DECEMBER 2024

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JANUARY 2025

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FEBRUARY 2025

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MARCH 2025

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MAY 2025

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June 2025

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Dr. Rick Cobb
Superintendent

Dr. LaShonda Broiles
Deputy Superintendent

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461 x1332
lbroiles@mid-del.net

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1754

To: Board of Education and Dr. Rick Cobb

From: Dr. LaShonda Broiles, Deputy Superintendent

Date: December 11, 2023

Re: Proposal For Contract with Elevate K-12 To Provide Educational Services

We are proposing consideration of entering into a contract with Elevate K-12 for the provision of comprehensive educational services. Our thorough evaluation of Elevate K-12's offerings has led us to believe that their expertise aligns seamlessly with our educational goals and values.

Services Provided by Elevate K-12

- High-quality LIVE Tier 1 Teaching – US Certified Teacher of Record. Elevate K-12 offers live teaching services delivered by certified Teachers of Record, ensuring the highest quality of education.
- Full-service LIVE Class Delivery Management:
  School level classroom set up and implementation
  Day-to-day management of live online teaching classes
  Quality control of all live classes by academic experts
  Training and management of paraprofessionals
  Comprehensive support for grading, pacing, school meetings, and more
- State-aligned Lessons – Elevate K-12 provides state-aligned lessons crafted by curriculum experts, ensuring adherence to educational standards.
- 24/7 Live Customer Service and Support – Elevate K-12 ensures continuous support for paraprofessionals, contributing to a seamless educational experience.

Staff Provided by Elevate K-12

- High quality LIVE Tier 1 Teaching – Certified Teachers of Record assigned for live teaching sessions.
- Dedicated Operations Manager – Elevate K-12 assigns an Operations Manager dedicated per school for continuous onboarding, implementation, and support.
- Dedicated Academic Coach – A dedicated Academic Coach guides and quality audits Elevate K-12's live teacher for the school, ensuring educational excellence.

Dr. Rick Cobb
Superintendent

Equipment Provided by Elevate K-12

- High-end speakers – Elevate K-12 equips classrooms with high-end speakers for enhanced audio experiences.
- Powerful classroom microphone – A powerful classroom microphone is provided, ensuring clear communication during live teaching sessions.
- High-end camera – Elevate K-12 supplies a high-end camera for full classroom view during live teaching sessions.

We believe that entering into a contractual agreement with Elevate K-12 will not only benefit Mid-Del Schools, but will also contribute significantly to the academic success and growth of our students.

Attached to this letter is a detailed proposal outlining the scope of services, terms, and conditions. The cost of the proposal would be $32,800 to be paid out of General Fund 11 and ARP-Project 795.

Thank you for considering our proposal. We are excited about the prospect of a potential partnership with Elevate K-12 and look forward to the opportunity to provide our students with an exceptional educational experience.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("AGREEMENT") IS ENTERED INTO AND EFFECTIVE AS OF THE DATE WHEN THE LAST OF THE PARTIES HERETO EXECUTES THIS AGREEMENT ("EFFECTIVE DATE") IS BY AND BETWEEN **EDBLOX, INC., d/b/a Elevate K-12 ("COMPANY"**) WITH RESPECT TO THE COMPANY'S LIVE STREAM INSTRUCTION SERVICES (COLLECTIVELY THE "SERVICE") AND THE RELATING DOCUMENTATION AND MID-DEL SCHOOLS (THE "CUSTOMER" OR "YOU'). BY SIGNING THIS AGREEMENT, YOU HEREBY AGREE TO THE TERMS OF THIS AGREEMENT AND WARRANT THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND EACH SCHOOL IN THE DISTRICT TO USE THE SERVICE PURSUANT TO THIS AGREEMENT.

1. Certain Definitions.

1.1 "District" is the administrative body that supervises Schools within a specified territory.

1.2 The current "Privacy Policy" of Company is available at www.elevatek12.com/privacy, provided that Company reserves the right to change the Privacy Policy from time to time.

1.3 A "School" is a building or set of buildings that comprise one educational unit (i.e., an elementary school, middle school, junior high school or high school) subject to this Master Services Agreement.

1.4 The "Scope of Work", attached hereto as Exhibit A, is the document which confirms the specific order details of Customer's purchase of products and services hereunder, including the term, pricing and payment terms and a list of the Schools, if available, authorized under this Agreement to access such products and services. The Scope of Work may be amended from time to time by written agreement of the parties hereto. In no event shall the Scope of Work serve to amend the terms of this Agreement and in the event there is a conflict between this Agreement and the Scope of Work, the terms of this Agreement shall prevail.

1.5 "Service Period Budget" shall have the meaning specified in the Scope of Work. "Agreement Term Dates" shall have the meaning specified in the Scope of Work.

1.6 The "Site" shall mean Elevate K-12 https://www.portalelevate.com/Account/LogOn.

1.7 "Academic Year" shall mean the first day of instruction provided by Customer to

Students through the last date of instruction for the regularly scheduled school year, excluding summer school and any breaks per Customer's school calendar.

1.8 A "Student" is an individual enrolled in a School.

1.9 A "Classroom Coordinator" is a teacher, paraprofessional or other education provider employed by a School or School District in order to help implement and manage the Services within the classroom where students are enrolled.

2. Term and Pricing. The term and pricing details of this Agreement are set forth on the Scope of Work attached hereto as Exhibit A.

3. License Grants and Restrictions.

3.1 Grant and Privacy Restrictions.

3.1.1 Company grants to Customer a nonexclusive, non-transferable, limited right and license to use the Service accessible at the Site at all Schools listed in the School list set forth in the Scope of Work ("Authorized Schools"), subject to all of the terms and conditions of this Master Services Agreement. Unless a particular right is expressly granted herein, it is expressly excluded in this license. The Service may only be accessed by the Authorized Schools and Number of Authorized Students as set forth on the Scope of Work and, for purposes of clarity, once a Student is licensed to access the Service ("Licensed Student"), such license cannot be transferred to or used by any other Student or other third party during the then-current school year. The foregoing license is specific to such Authorized Schools and Number of Authorized Students and is not a grant for concurrent use of the Service.

3.1.2 All information provided to Company or through the Service by individual users of the Service is subject to the Company Privacy Policy. Company's use of user information shall be limited to the uses provided under the Privacy Policy.

3.2 Ownership and Proprietary Rights.

3.2.1 Customer acknowledges that the Service and the Site and all intellectual property rights associated therewith are proprietary to Company and its partners, parents, subsidiaries, agents, affiliates and/or licensors (together, hereinafter "Affiliated

Parties").

3.2.2 Customer will not obscure or remove any proprietary-rights notices of Company or its licensors contained in the Service and the Site. Customer may not and shall not permit any other party to sublicense, lease, rent, download, reproduce, modify, display, distribute, create a derivative work of or otherwise use the Service or the Site except as expressly provided in this Agreement. Customer may not attempt (or authorize, encourage or support attempts by others) to reverse-engineer or derive source code from the Service and the Site or otherwise alter or interfere with the Service and the Site.

4. **Login Codes.** A unique user name and password ("Login Code") is required for access to the Service for each Student and Classroom Coordinator. Company will provide Customer with a Classroom Coordinator Login Code during implementation. Customer will be responsible for providing information to the Company in order for the Company to create separate Student Login Codes up to the number of authorized student licenses as determined during the implementation phase of Service. Customer is responsible for securing all Login Codes and for the use of the Login Codes, passwords and account(s). Customer shall not allow unauthorized persons to use the Login Codes and shall promptly notify Company of any unauthorized use or attempts thereof. Notwithstanding anything to the contrary, Customer shall be solely responsible for any authorized or unauthorized use of any log-in code, username, password, and access to Customer's account by any person and shall be solely responsible for what information is included with respect to any student and for compliance with all laws with respect thereto. Customer agrees to bear all responsibility for the confidentiality of its passwords and all use, purchases, or charges incurred from use of the Service or Site with its password. Customer is responsible for maintaining the confidentiality of its account and password and for restricting access to School's computers, and Customer agrees to accept responsibility for all activities that occur under its account or password. Company reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

5. **Training and Support.** Training and support services, if any, will be provided as described in the Scope of Work.

6. **Payment Terms.** Fees; Payment Terms; Collection Fees:
The Customer will be invoiced, using the form or one substantially similar attached hereto as Exhibit C ("Invoice") based on the number of Class Periods (as defined in the Scope

of Work) and the price per Class Period. Upon signature of Agreement, Customer shall issue an order form in the form similar to attached hereto as Exhibit B ("Order Form") for the Services to be delivered during the first Academic Year. In subsequent years, Customer shall issue an Order Form only July 1st prior to the upcoming Academic Year. The annual invoicing is subject to the minimum allotment of Class Periods Company is securing for the Customer per this Agreement. For each Academic Year during the term of this Agreement, the Customer will be invoiced and is responsible for the fees based on the Scope of Work. Company will not need to obtain another agreement from the Customer to proceed with the Services. Company shall invoice the Customer in accordance with the Billing Terms detailed in this Agreement in the Customer Billing section and mutually agreed to under this Agreement. The Customer shall make payment to Company in accordance with the terms selected in the Billing Terms section of Agreement. Prices set forth in the Agreement do not include sales tax. Sales tax, if applicable, will be included in the invoice sent by Company to Customer, unless Customer provides evidence of tax exemption. Time is of the essence for all payments under this Agreement, and in the event any overdue payment is sent by Company to a collection agency or an attorney for collection in accordance with Company's standard collection procedures, Customer agrees to pay all costs of collection, including without limitation all court costs and reasonable attorneys' fees. The Customer shall maintain such books and records as are necessary to substantiate amounts paid to Company pursuant to this Agreement, which shall be made available to Company for examination on request. It is Company's policy to not carry credits forward from one academic year to another for unused classes. It is also Company's policy to not provide refunds for unused classes. This Agreement is subject to change fees and/or implementation fees pursuant to Schedule A below.

7. **Customer Responsibilities.** The Customer will provide a point of contact "School Point of Contact" for the Services. In addition, the Customer shall, for each Class Period, provide a Classroom Coordinator who will be on site in each Class. Each Classroom Coordinator will be provided training by Company. In addition, Company can request (and the Customer shall promptly comply with such request) that any Classroom Coordinator be replaced for non-performance or failing to perform in accordance with Company's training or standards, as determined by Company in its reasonable discretion.

8. **Additional Customer Responsibilities**

8.1 Online Practices. Customer shall ensure that its Students and Classroom

Coordinators will not (a) upload, post, transmit, display or otherwise make available to other subscribers any messages, content or materials that (i) are vulgar, hateful, fraudulent, threatening, harassing, illegal, obscene, threatening, defamatory or invasive of privacy, (ii) violate (intentionally or unintentionally) a contractual, fiduciary or confidentiality obligation or duty any such person or Customer may have to any third party, (iii) infringe any intellectual property or violate other proprietary rights, or (iv) harms minors in any way; (b) upload, post, transmit, display or otherwise make available any unsolicited bulk e-mail, political campaigning, commercial solicitation, chain letters, pyramid schemes, mass mailings or any form of spam; upload, post, transmit, display or otherwise make available material that comprises or contains software viruses or other computer code designed to interfere with the functionality of any computer Service, software or hardware; (c) interfere with or disrupt the Service or the Site, or any networks or servers connected to or by the Service or the Site; (d) intentionally or unintentionally violate any applicable local, state, national or international law, (e) impersonate any person or entity or falsely state or misrepresent such person's affiliation with any person;(e) violate any law or regulation; or (f) collect or store personal data about any third party. In addition, Customer and its Classroom Coordinators and Students may not use a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of a message or content. Customer understands and agrees that any loss or damage of any kind that occurs as a result of the use of any messages, content or material that Customer or its Schools, Classroom Coordinators and Students upload, post, transmit, display or otherwise make available through the use of the Service is solely Customer's responsibility. Customer shall be responsible for any and all breaches of this Agreement by a Student or Classroom Coordinator.

8.2 Links. The Service or the Site may present links to third-party Web sites. These links are provided only as a convenience to Customer. Company is not responsible for the availability of these outside sites or their contents. Customer should direct any concerns regarding these third-party sites to the applicable site administrator.

8.3 Equipment. Customer shall be solely responsible for providing, maintaining and compatibility with the Site and the Service, including all hardware, software, electrical and other requirements for Customer's use of the Service or Site, including without limitation, telecommunication equipment, internet access, web browsers or other equipment, programs that are required to access and use the Service and the Site. Customer is responsible for ensuring their equipment meets the minimum system requirements of the Site and Service. Company does not guarantee or warrant compatibility between the Site and Service and customer's equipment.

9. **Privacy, FERPA, and Compliance with Law**. Company receives and handles personally identifiable information ("PII") as a "school official" under the United States

Family Education Rights and Privacy Act, 20 U.S.C. 1232g, 34 CFR Part 99 ("FERPA") for the purpose of delivering the Services as contemplated by this Agreement.
PII obtained will be used solely for the purposes of performing Services under this Agreement, and will not be disclosed to third parties except as required to provide Services to Customer contemplated in this Agreement, or otherwise as expressly permitted by FERPA and other applicable laws.

It is Customer's responsibility to respond to requests for education records received by Company from third parties.

Customer represents and warrants that it is in compliance with applicable information and on-line protection laws, including, but not limited to, COPPA and FERPA. To the extent that PII as to any Student under the age of thirteen (13) is provided to Company, Customer represents and warrants that it has obtained all requisite consents and authorizations or otherwise has the authority to provide such information to Company. To the extent that any information covered by FERPA is being made available to Company or to any third party (including other Students), Customer represents and warrants that it has given all applicable notices and has received all applicable consents and has not received any effective objections thereto.

10. **Information Security**. Company maintains and enforces commercially reasonable practices, including administrative, technical, and physical safeguards to reasonably protect the confidentiality, availability, and integrity of Customer and end user data in alignment with requirements of applicable laws and regulations, including the FERPA. This includes, but is not limited to, encryption of data in transit when submitted across the Internet, access controls, firewalls and user authentication protocols. The Internet, however, is not entirely secured, and Company will not be responsible for security incidents not reasonably within its control.

If required by applicable laws, Company will promptly report to Customer any unauthorized access to Customer Data and, in the event that further notification is required by law, will support Customer notification to its end users.

All of Servers used by Company supporting the Services are secure and located within the United States.

11. **Confidentiality.** Each party may disclose to the other certain non-public information or materials relating to a party's products, intellectual property, business, marketing programs and efforts, personally identifiable information of the party's

personnel, end users, students and customers, and other confidential information and trade secrets ("Confidential Information"). Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving party of this Agreement; (b) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by a party hereto without reference to Confidential Information of the other party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the party receiving such subpoena or order shall, when legally permissible, promptly inform the other party in writing and provide a copy thereof, and shall only disclose that Confidential Information necessary to comply with such subpoena or order. Except as expressly provided herein, the receiving party will not use or disclose any Confidential Information of the disclosing party without the disclosing party's prior written consent, except disclosure to and subsequent uses by the receiving party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving party's obligations under this Section. The receiving party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own Confidential Information, and in no event less than reasonable care Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party may not have an adequate remedy solely in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

12. **Software Availability.** The hosted elements of the Services will be available for remote access 99.5% of the time each calendar month of the Term, excluding Excused Outages (as defined below) ("Availability"). Company will attempt to schedule any planned maintenance or upgrades at times when usage of the Services is typically low, and will attempt to communicate any outages associated with planned maintenance or upgrades to its customers in advance via email or through notifications within the Services. Downtime as a result of any causes beyond the control of Company or that are not reasonably foreseeable by Company, including, without limitation, any of the

causes noted below, are excluded from the Availability calculations (collectively, "Excused Outages"):

a. Customer environment issues affecting connectivity or interfering with the Services, including without limitation, Customer's telecommunications connection or any other Customer software or equipment, Customer's firewall software, hardware or security settings, Customer's configuration of anti-virus software or anti-spyware or malware software, or operator error of Customer;

b. Any third-party software, hardware, or telecommunication failures, including Internet slow-downs or failures;

   i. Force majeure events including, without limitation fire, flood, earthquake, elements of nature or acts of God; third party labor disruptions, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; catastrophic or unusual internet delays, denial of services attacks, or other hacking activities; or any other similar cause beyond the reasonable control of Company;

   ii. Issues related to third party domain name system (DNS) errors or failures; and

   iii. Emergency maintenance of the Services, for which Customer may not receive advanced notice.

In the event Company fails to achieve the Availability requirement, Company will use commercially reasonable efforts to correct the interruption as promptly as practicable.

13. **Non-Solicitation of Company Employees**. Customer agrees that during the term of this Agreement and for one year following the termination date of this Agreement, it will not recruit, solicit for employment, or employ, or help any other third party to recruit, solicit for employment or employ, any Company employee or contractor provided by Company to deliver services to Customer under this Services Agreement or with whom Customer had contact in connection with such services, including without limitation an online Company Instructor, School Manager or local office employee. In the event the Customer violates the foregoing prohibition, it will pay immediately upon written demand by Company, a fee in the amount of Ten Thousand Dollars ($10,000.00) (the "Hiring Fee"). The parties intend that the Hiring Fee constitutes compensation, not a penalty. The parties acknowledge and agree that Company harm caused by Customer's breach of the foregoing prohibition would be impossible or very difficult to actually estimate and that the Hiring Fee is a reasonable estimate of the anticipated or

actual harm that might arise from such a breach. The Customer's payment of the Hiring Fee is the Customer's sole liability and entire obligation and Company's exclusive remedy for any Customer breach of this section. All Hiring Fees shall be invoiced immediately and payable upon receipt.

14. LIMITED WARRANTY, LIABILITY AND DAMAGES; INDEMNITY

14.1 Warranty Disclaimer.

THE SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTY BY COMPANY AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, COMPANY AND ITS AFFILIATED PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE
AND FITNESS FOR A PARTICULAR PURPOSE. Specifically, Company makes no warranty that the Service or the Site will meet Customer's requirements or that access to the same will be uninterrupted or error-free. You acknowledge and agree that Company and its vendors and licensors do not operate or control the internet and that: (I) viruses, worms, Trojan horses, or other undesirable data or software; or (II) unauthorized users (e.g. hackers) may attempt to obtain access to and damage the content, websites, computers, or networks. Company will not be responsible for those activities.

14.2 LIMITED LIABILITY. NEITHER COMPANY NOR ITS AFFILIATED PARTIES WILL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (a) ANY UNAUTHORIZED USE OF THE SERVICE OR THE SITE OR USE FOR PURPOSES NOT INTENDED UNDER THIS AGREEMENT, OR (b) ANY LIABILITY OR DAMAGE CAUSED OR INITIATED BY THIRD PARTIES AND AFFECTING CUSTOMER'S COMPUTERS, COMMUNICATION FACILITIES, SOFTWARE, DATA OR SERVICES THAT MAY RESULT FROM USE OR ACCESS OF THE SERVICE OR THE SITE.

14.3 LIMITED DAMAGES AND REMEDIES. NEITHER COMPANY OR ITS AFFILIATED PARTIES SHALL BE LIABLE TO CUSTOMER OR ANY SCHOOL FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE
OF OR THE INABILITY TO USE THE SERVICE OR THE SITE. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above

limitation may not apply to Customer. NOTWITHSTANDING ANYTHING IN THIS

MASTER SERVICES AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL COMPANY OR ITS AFFILIATED PARTIES BE LIABLE FOR DAMAGES OR MONETARY REMEDIES OF ANY KIND IN THE AGGREGATE UNDER THIS MASTER SERVICES AGREEMENT THAT EXCEED THE LICENSE FEE PAID BY CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM OR CLAIMS GIVING RISE TO THE LIABILITY.

14.4 Indemnity. Customer agrees to indemnify and defend Company and its agents, employees, representatives, licensors, affiliates, corporate parents and subsidiaries from and against any and all claims, losses, demands, causes of action and judgments (including attorneys' fees and court costs) of third parties (collectively "Claims") arising, directly or indirectly, from or concerning any breach or alleged breach of this Agreement by Customer and to reimburse Company on demand for any losses, costs or expenses it incurs as a result of any such Claims.

15. **TERMINATION**

15.1 Term. This Agreement shall commence on the Effective Date hereof. The Service Period for individual Districts and Schools set forth in the Scope of Work are separate from the term of this Agreement; provided, however, that if this Agreement terminates for any reason, all Service to all Schools shall terminate at that time as well.

15.2 Termination. Company reserves the right at any time to discontinue, temporarily or permanently, the Service or any part thereof or terminate any user's access to the Service or any part thereof. Company may also modify, delete or adapt the Service at any time without any notice or obligation to the user at Company's sole discretion. You agree that Company will not be liable to you or any third party for any modification, suspension, or discontinuation of the Service, or any part thereof. Upon termination for any reason, you must cease all access to the Service.

This Agreement will terminate (a) on the thirtieth (30th) day after either party gives the other written notice of a breach by the other of any material term or condition of this Agreement, unless the breach is cured before that day; or (b) upon written notice by either party, immediately, if (i) a receiver is appointed for the other party or its property;
(ii) if the other party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes a general assignment for the benefit of its creditors; or (iii) if any proceedings (whether voluntary or involuntary) are commenced against the other party under any bankruptcy or similar law and such proceedings are not vacated or set aside within sixty (60) days from the date of commencement thereof.

15.3 Effect of Termination. Immediately upon expiration or termination of this Agreement, Customer will cease using the Site and Service and cause all Schools listed in the Scope of Work to cease using the Service and Site (any copies of which shall be returned to Company). Termination does not entitle Customer to any refund or reduction of Service Period Fees already paid by or due from Customer. If Company terminates this Agreement due to an uncured material breach by Customer, in addition to any and all rights and remedies available to Company, Customer shall be obligated to pay Company the full Service Period Fees for the then current term. If Customer terminates this Agreement due to an uncured material breach by Company, Customer shall only be obligated to pay Company for use of the Service and the Site up to and including the date of termination. Customer understands and agrees that if Customer requests a pro-rata refund as a remedy hereunder, then such request will be an election of remedies and the sole remedy available to Customer with respect to any dispute with Company.

16. **MISCELLANEOUS**

16.1 General Terms. Company may use and disclose to third parties Customer's name and logo, and if Customer is a District, the names of any affiliated Schools as part of a list of Company customers or references. This Agreement and any rights and responsibilities hereunder may not be assigned or delegated by Customer, including by action of law, without the express written consent of Company. Any assignment or delegation in violation of this Section will be void and of no effect. Waiver of any breach under this Agreement does not waive future compliance with that provision, which remains in effect. If any part of this Master Services Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

This Agreement and any other terms or documents referred to herein represent Customer's entire agreement with Company with respect to its use of the Service and the Site. The provisions of this Agreement may not be amended or waived except by a writing signed by all parties to this Agreement that references this Agreement.

16.2 Remedies and Reserved Rights. Company reserves the right at any time and from time to time to modify, temporarily suspend and limit access to the Service or the Site

(or any part thereof) with or without notice to Customer for maintenance or security or other reasons. Customer agrees that Company shall not be liable to it or to any third party for any modification, suspension or limitation of the Service or the Site. Company also reserves the right at any time and from time to time to modify or terminate any of the content or curriculum of the Service or the Site. If Company discovers any unauthorized access or use of the Service and/or Site, then Company shall have the following remedies in addition to any and all other remedies that may be available to Company: (a) if such unauthorized use may cause injury or physical damage to Company's computers, data or electronic files, the Site, the Service or a third party, then Company has the reasonable right to suspend all or part of the Service or the Site access of Customer immediately without prior notice to protect itself or third parties, and Company shall promptly notify Customer of the suspension and work together with Customer to cure the problem; and (b) if such unauthorized access or use would cause any other type of injury or damage to Company or a third party, then Company shall give Customer notice of the problem and no less than three (3) business days to cure the problem, and thereafter if the problem remains uncured Company has the right to suspend all or part of the Service or Customer's Site until the problem is cured; and (c) terminate this Agreement immediately.

16.3 Disputes. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA APPLICABLE TO CONTRACTS MADE AND FULLY PERFORMED THEREIN, AND THE STATE AND FEDERAL COURTS LOCATED IN OKLAHOMA SHALL HAVE EXCLUSIVE JURISDICTION OF ALL SUITS AND PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. BOTH PARTIES HEREBY SUBMIT TO THE JURISDICTION OF SAID COURTS FOR PURPOSES OF ANY
SUCH SUIT OR PROCEEDING. Any delay in or failure of performance by Company under this Agreement will not be considered a breach and will be excused to the extent caused by any occurrence beyond the reasonable control of Company, but not limited to, acts of God, power outages and governmental restrictions. Any notice by a party to this Master Services Agreement shall be deemed to have been sufficiently given to the other party if sent by certified mail, return receipt request, or by facsimile and confirmed in writing by letter sent by certified mail and shall be deemed to have been received three (3) business days after the date of dispatch.

The foregoing is agreed and accepted. This Agreement must be signed by both parties to be valid.

EDBLOX, INC., d/b/a/ Elevate K-12

By:

Name_____
(Signature)

Name _____
(Print)

Title _____

Date_____

[DISTRICT / CUSTOMER]

By:

Name_____
(Signature)

Name _____
(Print)

Title_____

Date_____

Exhibit A

Scope of Services and Pricing for Tier 1 Programs

Details	Agreement Terms
DESCRIPTION	High-quality LIVE Tier 1 Teaching – US certified Teacher of Record
AGREEMENT ACADEMIC YEAR DATES	January 2024- June 2024
POTENTIAL CONTENT AND GRADE	**Content Areas: Middle School Math**

Elevate K-12 *Provides*	**Details of services, on-call staff and equipment**
SERVICES PROVIDED BY ELEVATE K-12	High-quality LIVE Tier 1 Teaching – US certified Teacher of Record *(including substitutes for our live teacher)* Full-service live class delivery management - School level classroom set up and day to day management of live online teaching classes - Quality control of all live classes by our academic experts - Training and management of your para-professional - All support for grading, pacing, school meetings and more State aligned lessons written by our curriculum experts 24x7 live customer service and support for para-professional
STAFF PROVIDED BY ELEVATE K-12	High-quality LIVE Tier 1 Teaching - Assigned as Teacher of Record One Elevate K-12 Operations Manager dedicated per school for implementation and support Dedicated Academic Coach who guides and quality audits Elevate K-12's live Teacher for the school
EQUIPMENT PROVIDED BY ELEVATE K-12	Hi-end speakers, Powerful classroom microphone, Hi-end Camera
DISTRICT/SCHOOL *Provides*	**Details of info we need from school**
STAFF PROVIDED BY CUSTOMER/SCHOOL	1 Classroom Manager (paraprofessional) for each class period 1 Point of Contact at the School Level
EQUIPMENT and INFO PROVIDED BY CUSTOMER	Classroom space, LCD Screen or Projector and Screen, Adequate internet access and bandwidth, laptop per student *(except for K-5 enrichment),* Class rosters and bell schedule

TOTAL BUDGET AMOUNT*	Minimum (1 Semester) **$ 32,800**	*Minimum budget for known Elevate K-12 Live Teaching Classes and what the district will be invoiced for the full amount*

**Please see the pricing proposal for breakdown of pricing and details*

Live Class Operations and Delivery Terms:

1. Schools. The Services performed under this Scope of Work and Agreement shall be for schools within the District as long as they follow the content classes offered.

2. Tier 1 Programs. Company will assign an operations manager to the Customer. The operations manager will work with Customer personnel to develop a mutually agreeable implementation timeline for the Customer. The Customer will submit a timeline for the submission of chosen focus standards, timeslots, information technology checks, and the delivery of student rosters to Company. If there are delays beyond the following timeframes for any reason, Company reserves the right to delay the start of your program.

   a. List of chosen courses – 30 calendar days before the first day of instruction
   b. Timeslots – 30 calendar days before the first day of instruction
   c. Information technology check – 15 calendar days before the first day of instruction
   d. Classroom Coordinator – selected and available for training 15 days before the first day of instruction
   e. Student Roster – 7 calendar days before the first day of instruction

3. Pricing and Service Period Fees:
The price per period for a full Academic Year of instruction will be based on the pricing schedule in Schedule A attached with this agreement and the order form in Exhibit B.

4. Company shall be responsible for all staffing decisions and may replace, reassign, or alter the Staff providing the Services as Company chooses in its sole and absolute discretion. Throughout the duration of the course, there may be some instances in which the teacher of the course (the "Teacher of Record") may miss certain Classes or Periods and Company will use commercially reasonable efforts to provide a substitute teacher ("Substitute Teacher") for such Classes or Class Periods. The Customer understands and agrees that such Substitute Teacher will not and will not be required to have the same level of qualifications, certificates, or degrees as the Teacher of Record and that the use of such Substitute Teachers will not be a breach of these Terms and Conditions. Company may, as indicated on the Budget and Initial Order Form, provide cameras, speakers and microphones for the administration of the Classes (collectively, Company Standard Equipment).

5. Cancellation of Sessions. If an authorized representative of Customer cancels a session within a window of 48 hours prior to the start of an individual session, excluding school emergencies, by providing written notification to Company, Customer will pay for the session as if it had occurred. If an authorized representative of Customer cancels a session with more than 48 hours notice to the start of an individual session by providing written notification to Company, the session will be rescheduled at the end of the current program calendar of sessions at a mutually agreed to time. As stipulated in this Agreement, credit for unused sessions will not carry over from one Academic Year to another.

Customer may make roster changes during the add/drop period, which is the first two weeks of the semester or start of class. After that initial two week window, Customer must submit a change request order to add students to a class, which may trigger a contract and invoicing change.

Customer cannot change the subject, grade or focus standards of a program after the date two weeks prior to the delivery of the first session. To request any changes, Customer must submit a formal written change request, which will trigger a contract review and adjustment as appropriate.

6. Term and Service Period. This Agreement shall remain in effect for the length of time set forth within the Scope of Work unless terminated earlier as set forth herein ("Initial Term"). For each Academic Year during the Agreement Term, the parties shall execute an Order Form setting forth the number of Classes (with such number equal to or greater than the Minimum Number of Classes set forth on the Budget and Initial Order Form and less than or equal to the Maximum Number of Classes set forth on the Budget and Initial Order Form), Periods,

Students, fees, and payment schedule for such Academic Year. Each year during the Initial Term, Company agrees to maintain the per Class pricing. For incremental Classes in excess of the Maximum Number during the Initial Period, as well as all Classes subsequent to the Initial Period, Company may adjust the fees by, prior to the end of each calendar year during the Term, giving written notice of the adjusted fees applicable to the school year commencing the following Academic Year. Upon expiration of the Initial Term, the Agreement shall renew for additional one-year terms (each a "Renewal Term" and together with the Initial Term, the "Term"). Unless an Order Form is executed in such Renewal Terms, a binding Order Form with the Minimum Number of Classes set forth on the Budget and Initial Order Form shall be generated and effective at no higher than the list price applicable to that school year. This Agreement may only be terminated on notice of thirty (30) days after the delivery by a party of written notice containing a description of a material breach of this Agreement by the other party, provided such breach is not cured within such thirty (30) day period. The Fees paid pursuant to this Agreement are non-refundable, even in the event this Agreement is terminated due to Company's breach thereof or the Customer hires an instructor specifically for the Class.

7. Billing Terms [check applicable terms]: Upon signature of Agreement, Customer will issue an Order Form for the Services to be delivered during the first Academic Year. In subsequent years, Customer shall issue an Order Form on July 1st prior to the upcoming Academic Year. The initial Invoice will be issued for the Minimum Budget. Customer agrees to the following payment terms, as reflected by selecting one box below:

X An invoice for the minimum amount of the contract will be prepared and sent one week after signing of Agreement, due within 45 days of the invoicing date. Invoices will be prepared according to mutual changes to the Statement of Work for any additional classes, due within 45 days of invoicing date.

Customer billing contact information:

Contact name: _____

Mailing address: _____

Email: _____

Phone: _____

Exhibit B

SAMPLE Order Form

Elevate K-12 Tier 1 Classes: Order Form Sample Format

Elevate K-12 Statement of Work

Name of District: Sample School District

Project Name: Tier 1 Classes for 21-22 Academic Year

Prepared by: Partnerships Manager

Date: MM/DD/YYYY

The Statement of Work is the official description of work to be completed as an extension of the current contract. **No changes to the content, grades or number of periods below shall be requested upon signature of this Statement of Work.** District may add subjects and periods as needed, which will require a revised SOW and result in additional costs to the district as per the contract.

PROJECT BACKGROUND AND DESCRIPTION - CONTRACT MINIMUM

School	Grade	Content	Number of Periods	Date Allocated
Lincoln Middle School	7th	ELA	2	7/1/21
Lincoln Middle School	7th	Math	4	7/1/21
Lincoln Middle School	8th	Science	3	7/1/21
Main High School	10th	Spanish 2	6	7/1/21
Minimum Periods	**15 periods @ $13,000 per period = $195,000**			

Exhibit C

Sample Invoice

Edblox Inc DBA Elevate K-12
24 East Washington St. Suite 825
Chicago, IL 60602 US
AccountsReceivable@elevatek12.com
www.elevatek12.com
FEIN: 81-5088569

Bill To:

Attn: Accts Payable
Sample Customer
Street Address
City, State Zip Code
United States

Ship To:

Attn: Accts Payable
Sample Customer
Street Address
City, State Zip Code
United States

INVOICE: INV999 **PO:**

Invoice Date: April 7, 2023 **TERMS: Net 30**

Due Date: May 7, 2023

ITEM	QTY	AMOUNT
Elevate K-12 Tier 1 Program - Add on - Academic year 2023 - 2024 Live streaming Tier 1 Instruction - Contract minimum for 2023-2024 academic year	1	$0.00

Payment Options : **TOTAL** $0.00

a) By Direct Deposits or ACH (PREFERRED):

Bank: Bridge Bank, a division of Western Alliance Bank

ABA or Routing#: 121143260

Bank Account: 8533588415

For credit to: Edblox, Inc.

b) By Check: Please make check payable to "EdBlox Inc" and mail to the following address:

Mail via US Postal Service	Overnight Courier Service
EDBLOX INC.	EDBLOX INC.
PO BOX 8050	c/o WAB Lockbox Operations Box #8050
CAROL STREAM, IL 60197-8050	8430 W Bryn Mawr Ave, Suite 260
	Chicago, IL 60631

TOTAL DUE $0.00

SCHEDULE A

ELEVATE LIVE CLASS OFFERINGS (HIGH SCHOOL CLASSES)

ACADEMIC YEAR 2023-24

STANDARD LIVE CLASSES	PREMIUM LIVE CLASSES	SPECIAL EDUCATION LIVE
MATH Algebra I Algebra II Pre-Algebra Pre-Calculus Geometry Algebra Advanced Algebra **SCIENCE** Biology Environmental Science Life Science Earth & Space Science **ELA** ELA (Grade 9) ELA (Grade 10) American Literature (Grade 11) World Literature (Grade 12) **SOCIAL STUDIES** US History Civics & United States Government World Geography World History **WORLD LANGUAGES** Spanish I, Spanish II Spanish III, Spanish IV	**MATH** Calculus Probability & Statistics **SCIENCE** Chemistry Physical Science Physics **SOCIAL STUDIES** Economics Personal Finance **WORLD LANGUAGES** ASL I, ASL II French I, French II French III, French IV German I, German II German III, German IV **STEM** Coding Computer Science Cyber Security Programming – JavaScript Programming - Python	**SPECIAL EDUCATION MATH** Algebra I Algebra II Algebra (Georgia) Pre-Algebra Advanced Algebra (Georgia) Geometry **SPECIAL EDUCATION ELA** ELA (Grade 9) ELA (Grade 10) American Literature (Grade 11) World Literature (Grade 12) *(All Special Education Live Classes are in Resource Room formats)*

Dr. Rick Cobb
Superintendent

7217 S.E. 15th Street
Midwest City, OK 73110
405.737.4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: 405.739-1615

Stacey Boyer
Director of
Community Relations

To: Board of Education and Dr. Rick Cobb

From: Mrs. Stacey Boyer, Director of Community Relations

Date: December 11, 2023

Re: Board of Education Policy C-9

We have been experiencing a steady increase of open records request this school year. Many of the requests require extended periods of time to research, collect, and compile the data that is requested from individuals, companies, and media, etc.

We have worked with OSSBA to revise Policy C-9 to reflect a standard that we believe helps recoup some of the cost involved in our employee's time and effort. Thank you for your consideration of this request.

PUBLIC ACCESS TO SCHOOL DISTRICT RECORDS

The Mid-Del Board of Education recognizes the public's right to access and review School District records, so they efficiently and intelligently exercise their inherent right to know and be fully informed about their School District. Therefore, the policy of the Mid-Del Board of Education is that records of the School District and its employees shall be open to any person or organization for inspection, copying, and/or mechanical reproduction during regular business hours.

Public Records Subject to Inspection

Many District records are legally confidential and rightfully exempt from unlimited access. Personal records exempt from disclosure under Oklahoma's Open Records Act are not covered by this policy. Student records are exempt from disclosure under the Family Educational Right to Privacy Act "FERPA".

Physical Access to Records

Public records will be available for inspection and copying at the School's administrative offices during regular business hours - 8:00 a.m. to 11:30 a.m. and 1:30 p.m. to 4:30 p.m., Monday through Friday, excluding holidays. Summer hours are Monday through Thursday, 7:30 A.M.-5:30 P.M, and the administrative offices are closed on Fridays. The Superintendent will designate the person(s) who are authorized to maintain District records as the person(s) authorized to release records of the School District for inspection and copying. Someone will be available to release records throughout the business hours.

No records under the control of the Mid-Del Board of Education shall be removed from their designated location by any person, corporation, partnership, firm or association unless said record is ordered or subpoenaed by a court of competent jurisdiction. The District shall maintain either the original or a copy of all records at all times.

Copy and Search Fees

The superintendent shall also charge a fee for the direct costs of searching for district records sought for solely commercial purposes or for searches that cause excessive disruption to the district's essential functions. In no case shall a search fee be charged for records sought in the public interest including, but not limited to, releases to the news media, scholars, authors, and taxpayers seeking to determine whether officials of the district are honestly, faithfully, and competently performing their duties as public servants. Fees for copies shall be paid in advance before the copies are made. A deposit may be required for search fees. The fee schedule for searching for and copying of district records shall be as follows:
~~A reasonable fee will be charged to recover the cost of document copying and/or mechanical reproduction; and under such circumstances as authorized under the Open Records Act, a reasonable fee will also be charged for document search. The Board of Education of Independent School District No. 52 established the following fees for document copying of records and/or document search~~:

•8.5 x 11 or 8.5 x 14	.25 per page
•~~Research~~ Search and compilation	$15.00 per hour
•Copies of audio recordings or video recordings of public meetings are available	$20.00 per copy

Rick Cobb, Ph.D.
Superintendent

Ms. Diana Williams
Fine Arts Instructional
Facilitator

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1615

TO: Board of Education and Dr. Rick Cobb

FROM: Diana Williams, Fine Arts Instructional Facilitator DW

DATE: December 11, 2023

RE: Purchase of Legacy Classical Acoustical Shell

We are requesting your approval to purchase a Legacy Classical Acoustical Shell from Wenger Corporation who is a sole source vendor. Total cost is $35,789.40. Expenditures will be paid from Bond Fund 36, Project 023. This will be utilized by the band, vocal music, orchestra and drama departments.

If you have any questions, please let me know.

Wenger Corporation
555 Park Drive
Owatonna, MN 55060-4940
United States

Wenger CORPORATION

Phone: 507-455-4100
Fax: 507-455-4258

Quote Number: 3302642

(9) Legacy Classic Shells

QUOTE

Date: 11/16/2023

Cust #: 00063701

Quote To:		**Date:**	11/16/2023
Randa Mitchell		**Expires:**	12/16/2023
Carl Albert High School		**Reference:**	
2009 S Post Rd		**Terms:**	Net 30 Days
Oklahoma City OK 73130-6699		**Created By:**	Patty Kulla
United States			
Phone:	(405) 203-7577	**Salesperson:**	Anna Squire
Fax:		**Phone:**	+1 (507) 774-8617
E-Mail:	rmitchell@mid-del.net	**E-Mail:**	anna.squire@wengercorp.com

Quote Comments:

** Wenger is an approved vendor for Region 4 ESC/OMNIA Partners, Public Sector. All items on this quotation are available through Contract #R191204. This contract is in effect through 10-31-2024. Payment shall be made after satisfactory performance, in accordance with all the provisions thereof, and upon receipt of a properly completed invoice. All transactions, purchase orders, etc. will occur directly between the Supplier, authorized distributor/dealer, general contractor, as agreed to by each Participating Public Agency.*

The supply chain has been experiencing disruption across many industries globally. At Wenger Corporation, our purchasing team is working with our suppliers to mitigate the impact of the disruptions. Freight quoted is for a one-time shipment. As a result, once orders are placed, delivery dates may change. Customer-requested split shipments will result in an additional freight charge.

We apologize for any inconvenience this may cause. We value your business and thank you for your patience during these unusual circumstances.

Wenger Corporation expressly incorporates by reference all of the terms and conditions as specified at: (www.wengercorp.com/terms-and-conditions.php) and makes them part of this quotation.

Current Lead Time: 2-4 weeks (Lead times are approximate based off the current date of the quote, this lead time is subject to change).

USD

Line	PartNum/Description	Qty	Net Price	Ext. Price
1.00	186L054.100 Legacy Classic Acoustical Shell, Tapered Canopy Oyster	9 EA	$3,370.00	$30,330.00
z freight				
2.00	Freight Freight Services	1 EA	$5,459.40	$5,459.40

LIFTGATE DELIVERY:
Freight reflected in this quotation is for common carrier shipment with liftgate delivery.

Liftgate delivery means the carrier driver will lower the products to curbside where your facility staff are

Wenger Corporation
555 Park Drive
Owatonna, MN 55060-4940
United States

Wenger CORPORATION

QUOTE

Phone: 507-455-4100
Fax: 507-455-4258

Quote Number: 3302642

(9) Legacy Classic Shells

Cust #: 00063701

responsible for taking the products from curbside into the building to the desired location and for completing the final assembly/installation.

Inside delivery and installation services are available. Contact your Wenger sales representative to discuss these delivery methods and to find out the appropriate charge.

If you are a tax-exempt organization and quote includes tax, please send a copy of your tax-exempt certificate and we will remove the sales tax. Thank you.

Lines Total	$35,789.40
Total Taxes	$0.00
Quote Total	**$35,789.40**

Wenger

Anna Squire
Wenger Corporation
555 Park Drive
Owatonna, MN 55060
1-507-774-8617
anna.squire@wengercorp.com

Monday, November 13, 2023

Carl Albert High School
2009 South Post Road
Oklahoma City, OK 73130

To Whom it Concerns,

Thank you for your interest in Wenger products. Wenger's Legacy Classic Shells are designed, manufactured, and exclusively distributed solely by the Wenger Corporation. Pricing, product literature, and shipment authorization must originate from our manufacturing and sales facility in Owatonna, Minnesota.

Working Factory direct with the end-user helps us ensure the highest levels of product delivery and service quality at, in most cases, the lowest price.

If you need additional product specifications, please contact me at the phone number or email address below. I look forward to working with you!

Sincerely,

Anna Squire

Senior Strategic Account Representative
1-507-774-8617
anna.squire@wengercorp.com

Dr. Rick Cobb
Superintendent

Meagan Bryant
Director of Counseling and
Mental Health

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461 x1355
mbryant@mid-del.net

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1754

To: Board of Education and Dr. Rick Cobb

From: Meagan Bryant, Director of Counseling and Mental Health

Date: December 11, 2023

Re: Change in Policy J-16, Drug and Alcohol Abuse Policy

To further define Mid-Del's position relative to the use of drugs/alcohol, but ensure the consequences are age appropriate and restorative in nature, the following are proposed changes to the policy:

- For elementary students who bring a drugs or alcohol on school property with an intent to distribute, students will receive a 90 day suspension with a reduction option of 30 days. This will be a restorative and educational component added to the policy for our elementary students.
- Students will be educated virtually during their suspension.
- Clarity given on alternative educational plans for long-term suspensions.

Thank you for your consideration of this request.

DRUG AND ALCOHOL ABUSE POLICY

The Mid-Del Board of Education adopts the following policy to further strengthen and define the School District's position relative to the use of drugs/alcohol or any emotional or behavioral problem that disrupts educational progress or appropriate social adjustment by our young people.

The purpose of this policy is to provide a clear message to students, parents, and the citizens of this community that possession, use, distribution, sale or being illegally under the influence of alcoholic beverages, beer, non-narcotic intoxicants or items presented as prohibited beverages, drugs, or controlled dangerous substances will not be tolerated on school buses, in school buildings, on school property, or at or going to or from school-sponsored or authorized events. Likewise, the district is equally concerned regarding emotional and behavioral problems.

The Board recognizes that the illegal and/or inappropriate use of the referenced items in this policy constitutes a hazard to the physical and emotional development of students. In reaffirming its position, the Board is concerned about the best interest and well-being of students at all times. Therefore, this School District will:

1. Be concerned with education and prevention in all areas of drug/alcohol use.
2. Establish and maintain a realistic, meaningful drug/alcohol education program.
3. Cooperate with governmental and private agencies offering services related to drug/alcohol problems.
4. Create a climate whereby students can seek and receive counseling about drugs/alcohol without fear of reprisal through a Student Assistance Program.
5. Cooperate with parents and support agencies in exploring opportunities for assistance in dealing with emotional and behavioral problems.

Policy

1. The Board prohibits the possession of any type of drug paraphernalia to include vapor products as well as the possession, use, transmission, distribution, sale or being illegally under the influence of a narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, counterfeit drugs, nonintoxicating beverage, controlled dangerous substance, uncontrolled dangerous substance, illegal steroids, any chemical or natural substance or dietary supplement capable of producing a significant reaction in the body, including all supplements which have been banned by the FDA, or any other material specified in, but not limited to, the above mentioned laws of the State of Oklahoma by any student on school groups during, immediately after school hours, on school grounds on school grounds at any other time when the school is being used by any school group, or off the school grounds at any school sanctioned activity, function, or during transportation in district vehicles or by district personnel for any of the above activities or events.
    - "Vapor product" is defined as noncombustible products that may or may not contain nicotine, that employ a mechanical heating element, battery, electronic circuit or other mechanism, regardless of shape or size, that can be used to produce a vapor in a solution or other form. Vapor product shall also include any vapor cartridge or other container with or without nicotine or other form that is intended to be used with an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe or similar product or device and any vapor cartridge or other container of a solution that may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo or electronic device.
2. Use of a drug or prescribed medicine authorized by a registered physician shall not be considered a violation.
3. In the general classroom situation, teachers should not attempt to diagnose symptoms of drug or alcohol abuse. If it appears that a student may be in violation of any portion of the policy stated in item 1 above, that individual shall immediately report to a school principal.

4. The Principal shall remove or have the student removed from the classroom or point of infraction to a neutral area pending investigation. District administration and law enforcement officers may also be notified.
5. When a staff member comes into possession of alcohol or suspected drug, the material will be placed in a suitable container labeled with the date, time, how obtained, and then given to the principal who will contact the Superintendent or Superintendent's designee, and the appropriate law enforcement agency for guidance on removal.
6. No employee of the school district or member of the school board shall be responsible for any treatment costs incurred by a student as a result of any assistance or referral for medical treatment, social service agency or facility, or substance abuse prevention and treatment program.

In the event of a drug/alcohol policy violation, the following procedures will be followed for **secondary students**:

Drugs/Alcohol/THC Vapes

Level 1: Intentional Single Use Possession & Illegally Under the Influence *single joint, single bag of weed, etc.	**Level 2: Intent to Distribute** *Possible elements: Baggies packaged for possible redistribution, large bag of weed, digital scales, possession of unreasonable amounts of money with a large sum of drugs, etc.
1st Offense: 45 Day Suspension *Reduction option: If the student completes the district required drug and alcohol educational program, the suspension can be reduced to 15 days.	**1st Offense: 365 Day Suspension** *No reduction offered, but additional resources provided with alternative educational plan.
2nd Offense: 45 Day Suspension *No reduction offered, but additional resources provided with alternative educational plan.	**2nd Offense: Virtual/Alternative Educational Plan**
3rd Offense or more: Remainder of the current semester plus following semester suspension	

Non THC Vapes/Tobacco

1st Offense: 10 Day Suspension
2nd Offense: 15 Day Suspension
3rd Offense: 45 Day Suspension
4th Offense: 90 Day Suspension

A school principal or the principal's designee may devise an appropriate disciplinary plan for an individual student relating to the substance abuse in question and may submit that plan to the Superintendent or Superintendent's designee and it may be implemented for the student in question.

In the event of a drug/alcohol policy violation, the following procedures will be followed for **elementary students:**

Drugs/Alcohol THC Vapes

Level 1: Intentional Single Use Possession & Illegally Under the Influence *single joint, single bag of weed, etc.	**Level 2: Intent to Distribute** *Possible elements: Baggies packaged for possible redistribution, large bag of weed, digital scales, possession of unreasonable amounts of money with a large sum of drugs, etc.
1st Offense: 30 Day Suspension *Reduction option: If the student completes the district required drug and alcohol educational program, the suspension can be reduced to 10 days.	**1st Offense: 90 Day Suspension** *Reduction option: If the student completes the district required drug and alcohol educational program, the suspension can be reduced to 30 days. The student will be provided with an alternative educational plan.
2nd Offense: 30 Day Suspension *No reduction offered, but additional resources provided with alternative educational plan.	**2nd Offense: 365 Day Suspension** *No reduction offered, but additional resources provided with alternative educational plan.

Non THC Vapes/Tobacco

1st Offense: 5 Day Suspension
2nd Offense: 10 Day Suspension
3rd Offense: 15 Day Suspension
4th Offense: **Move to Level 1 – 1st Offense*

A school principal or the principal's designee may devise an appropriate disciplinary plan for an individual student relating to the substance abuse in question and may submit that plan to the Superintendent or Superintendent's designee and it may be implemented for the student in question.

Dr. Rick Cobb
Superintendent

Mrs. Lacey Brown
Executive Director of
Teaching & Learning

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461 x1308
ljbrown@mid-del.net

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1754

To: Board of Education and Dr. Rick Cobb

From: Mrs. Lacey Brown, Executive Director of Teaching and Learning

Date: December 11, 2023

Re: PLC Embedded Coaching and Training

We request your approval to purchase embedded coaching and training days at Epperly Heights Elementary and Parkview Elementary for the 2023-2024 school year.

Professional Learning Communities (PLC) are described as "An ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve. Professional learning communities operate under the assumption that the key to improved learning for students is continuous job-embedded learning for educators." DuFour, R., DuFour, R., Eaker, R., & Many, T. (2006). *Learning by Doing: A Handbook for Professional Learning Communities at Work™*, pp. 2–4.

The district is committed to serving our students through Professional Learning Communities. There are four core questions for educators to ask when working in a PLC.

1. What is it we want our students to learn?
2. How will we know if each student has learned it?
3. How will we respond when some students do not learn it?
4. How can we extend and enrich the learning for students who have demonstrated proficiency?

The total cost is not to exceed $79,000.00 to be paid by School Improvement, project code 515.

Epperly Heights Elementary- $45,500.00
Parkview Elementary- $33,500.00

Thank you for your consideration of this request.

Solution Tree, Inc.
Purchase Agreement

Effective October 30, 2023, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Mid-Del School District ("Customer") located at 7217 SE 15th St., Midwest City, OK 73110 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Professional Development	$45,500.00
Total	$45,500.00

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	Waived	Waived
Professional Development	$45,500.00	Incrementally after each date

3. **Professional Development**

   3.1. **Description of Services:** Solution Tree will provide a speaker ("Associate") to perform the professional development services described in Exhibit A.

   3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

   3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **General Terms**

   4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

Solution Tree

4.2. Force Majeure: If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
d. All obligations unaffected by a Force Majeure Event will remain in place.

4.3. Termination: Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

a. Professional Development: If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Professional Development Services.

4.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

DocuSigned by:
Rick Cobb
6D42DD91F28F48A...

10/30/2023

Rick Cobb
Superintendent
Mid-Del School District

Date

Date

Solution Tree, Inc.

Solution Tree

Exhibit A

Description of Professional Development Services

SERVICE 1: PLC at Work® Customized Leadership Workshop (1 day)

Date(s): November 29, 2023

Proposed Associate(s): Taryn Echols

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: Epperly Heights ES

Cost of Service: $6,500.00

Description of Service:
The PLC at Work associate will work with school leadership to customize this session based on the participants' current PLC at Work reality. The session will focus on deepening participants' understanding of the PLC at Work processes and addressing critical next steps to further their PLC at Work implementation.

SERVICE 2: PLC at Work® Embedded Coaching (6 days)

Date(s): January 4-5, 2024; February 15, 2024; March 27, 2024; April 23-24, 2024

Proposed Associate(s): Taryn Echols

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: Epperly Heights ES

Cost of Service: $39,000.00 ($6,500.00 per day)

Description of Service:
These coaching sessions are designed to develop the internal capacity for implementing and sustaining a PLC at Work, as well as begin a focus on best practices in assessment and instruction. The coaching days may include sessions with principals or school staff, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with staff at the school. These sessions will be customized to support the identified challenge areas within the school and further develop teacher strength areas. Topics may include, but are not limited to:

- PLC at Work
- Creating a Collaborative Culture
- SMART goals
- Creating Essential Learning Targets
- Common Formative Assessments
- Data Analysis
- Pyramid of Interventions/Response to Intervention

- Mathematics
- Literacy
- School Culture

Solution Tree, Inc.
Purchase Agreement

Effective October 30, 2023, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Mid-Del School District ("Customer") located at 7217 SE 15th St., Midwest City, OK 73110 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Professional Development	$33,500.00
Total	$33,500.00

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	Waived	Waived
Professional Development	$33,500.00	Incrementally after each date

3. **Professional Development**

   3.1. **Description of Services:** Solution Tree will provide a speaker ("Associate") to perform the professional development services described in Exhibit A.

   3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

   3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **Resources:** Customer will purchase the following resources. Solution Tree will ship all resources after an invoice has been generated. Solution Tree will not ship any resources without a purchase order or full payment.

Title	Quantity	Price	Total
PLC Toolkit	1	Included	Included
Shipping and handling	--	--	Included
		Resources Total	Included

5. General Terms

5.1. Intellectual Property: Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

5.2. Force Majeure: If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

- **a.** If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
- **b.** If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
- **c.** If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
- **d.** All obligations unaffected by a Force Majeure Event will remain in place.

5.3. Termination: Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

- **a. Professional Development:** If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Professional Development Services.

- **b. Resource Returns and Refunds:** Resource returns and refunds will be handled by the Return Policy outlines at https://www.solutiontree.com/customer-service/product-orders.

5.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

DocuSigned by:
Rick Cobb
6D42BDD91F28F48A...

10/30/2023

Rick Cobb
Superintendent
Mid-Del School District

Date

Date

Solution Tree, Inc.

Solution Tree

Exhibit A

Description of Professional Development Services

SERVICE 1: PLC at Work® Embedded Coaching (4 days)

Date(s): December 11, 2023; January 3, 2024; February 12, 2024; March 25, 2024

Proposed Associate(s): Jennifer Dickson

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: Parkview ES

Cost of Service: $26,000.00 ($6,500.00 per day)

Description of Service:
These coaching sessions are designed to develop the internal capacity for implementing and sustaining a PLC at Work, as well as begin a focus on best practices in assessment and instruction. The coaching days may include sessions with principals or school staff, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with staff at the schools. These sessions will be customized to support the identified challenge areas within the school and further develop teacher strength areas. Topics may include, but are not limited to:

- PLC at Work
- Creating a Collaborative Culture
- SMART goals
- Creating Essential Learning Targets
- Common Formative Assessments
- Data Analysis
- Pyramid of Interventions/Response to Intervention
- Mathematics
- Literacy
- School Culture

SERVICE 2: PLC at Work® Overview (1 day)

Date(s): January 2, 2023

Proposed Associate(s): Jennifer Dickson

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: Parkview ES

Cost of Service: $7,500.00

Description of Service:
The PLC at Work associate will deliver a full-day PLC at Work overview session to all school staff. The workshop will provide a baseline understanding of key concepts and vocabulary and build shared

knowledge necessary to become a PLC at Work. Participants will understand the three big ideas of PLC at Work:

- A focus on learning
- A collaborative culture and collective responsibility
- A results orientation

And will develop a common understanding of the four critical questions of a PLC:

- What do we want our students to learn?
- How do we know if they have learned it?
- How will we respond when our students don't learn?
- How will we respond when our students do learn?

The PLC at Work Overview includes one PLC Toolkit.

Services may be delivered virtually as necessary. Virtual days are up to 6 hours of support. Virtual pricing will apply to services delivered virtually.

Dr. Rick Cobb
Superintendent

Erin Rennick White
Executive Director of Technology

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461 x1282
erennick@mid-del.net

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1754

To: The Board of Education and Dr. Rick Cobb

From: Erin Rennick White, Executive Director of Technology

Date: December 11, 2023

Re: Audio/Video Solution for the LSC

We are requesting the purchase of a new Audio/Video solution for the Learning Services Center. The upgrades to the cafeteria space include 6 display boards, a screencasts solution to adapt any device necessary, and the controls and accessories necessary for both video and audio.

The cost and labor for this project is $74,103.66 from Bond 36, Project 078 and Bond 35, Project 044.

OUR HISTORY

ImageNet Consulting was founded as Southwest Typewriter Company in 1956.

As times and technology changed, so did our name.

Southwest Typewriter Company began a legacy of providing superior solutions, products, and service. Over the years, we've seen constant innovations in office equipment and communication technology and as the copy machine revolution began in the 1970s, we supplied our clients with the products that met their budgets and provided the best solution. Through the generations we continue to utilize the platforms of leading technology companies to maximize efficiencies and lower costs for our clients.

See more of our story at ImageNet.com/History

PROJECT PROPOSAL FOR:

Mid-Del Public Schools

PROJECT: P-2547 Learning Services Center (LSC)

PREPARED ON*: December 4, 2023

7217 SE 15th Street

Midwest City, OK 73110

*Pricing is subject to change at any time, and this proposal's pricing is valid for thirty (30) calendar days from proposal creation.

Should the proposal be signed after this thirty (30) day period, ImageNet Consulting reserves the right to update any pricing based on current market rates.

LSC

SCOPE

ImageNet Consulting will provide and install a new AV solution for Mid-Del Public Schools at their Learning Services Center. This solution will consist of the following AV components to accomplish the desired functionality of the room as described by the client during the site visit. The front of the house will receive (2) 98” Newline Interactive Non-Touch displays that will be mounted on both sides of the stage using (2) Newline wall mounts. These displays will receive input signal using either (1) Extron Wall plate that will be installed at location designated by Mid-Del School or (1) Barco Clickshare CX-30 wireless sharing device that will be housed in the rack. These two inputs will come into an (1) Extron IN1804 scaling video switcher to process the signal. The signal will then be encoded using (1) Extron DA8-330 and sent out to (2) DTP Receivers that will be mounted at each display to decode the signal. The audio for the room will be processed using (1) QSC Core 110F that will be mounted in the rack. The audio out into the room will be provided using (20) JBL Professional CONTROL 47C/T ceiling speakers that will be installed in appropriate locations based off professional audio engineering design. These speakers will be powered by (1) LEA Professional CS354D 4 Channel amplifier that will be housed in the rack. Mid-Del Schools will be able to speak into the system using (1) Sennheiser EW-DX 835 S Set which includes (2) handheld microphones. The end user will be able to control the system using (1) QSC 10" Touch controller that will be wall mounted in agreed upon location. All of the networked equipment will be connected using (1) Netgear AV Line M4250 network switch that will be housed in the rack. (1) Wattbox 800-Series 1U 8 Outlet Rack Mount power conditioner will be installed in the rack to provide power and protection to all rack equipment and each display will have a (1) Wattbox WB-200 two outlet power conditioner. All rack equipment will be housed in (1) Strong 15 RU FS Series Rack System with DC Fans.

Mid-Del Public schools to provide required power and data to the location of each display prior to ImageNet installation.

ImageNet holds a TIPS pricing contract 230105 for Technology Solutions Products and Services (Audiovisual manufacturers and labor rates), which can be used as a purchasing vehicle to directly match or beat pricing on OK AV State Contract Pricing for "SW1021F".

VIDEO

IMAGE	QTY	DESCRIPTION
	2	Newline Interactive TT-9823NT-PLUS 980NT+ 4K LED Commercial Display (No Touch) w/ USB-C
	1	Barco R9861513US CX-30 Set
	1	Binary B64K21 Binary™ B6 Series 4K Ultra HD Premium Certified High Speed HDMI® Cable with GripTek™ - 1M (3.3 ft)
	1	Extron Electronics 60-1421-53 DTP T HWP 4K 331 D Long Distance DTP Transmitter for HDMI - Decorator-Style Wallplate, White - 330 feet (100 m)
	1	Extron Electronics 60-1699-12 Four Input 4K/60 Seamless Switcher with DTP2 input
	1	Extron Electronics 60-1438-51 DTP HD DA8 4K 330 Long Distance HDMI to Eight Output DTP Twisted Pair Distribution Amplifier - 330 feet (100 m)
	2	Extron Electronics 60-1331-13 DTP HDMI 4K 330 Rx Long Distance HDMI Twisted Pair Receiver - 330 feet (100 m)
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

IMAGE	QTY	DESCRIPTION

AUDIO

IMAGE	QTY	DESCRIPTION
	1	Sennheiser 509301 EW-DX 835-S SET (R1-9)
	20	JBL Professional CONTROL 47C/T PREMIUM IN-CEILING COAX w/6.5"
	1	LEA Professional CS354D 4 Channel x 350 watt @ 4 ohm, 8 ohm, 70V and 100V per channel. Internal DSP w/ Crossovers and Dante, IoT Device with built in WiFi Hotspot, Wifi or FAST Ethernet connectivity and Highly Efficient Power Supply with Class D Output Stage

CONTROL

IMAGE	QTY	DESCRIPTION
	1	QSC CORE 110f-v2 Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, no GPIO, 16 next-generation AEC processors, 1RU.
	1	QSC SLDAN-32-P Q-SYS Software-based Dante 32x32 Channel License, Perpetual.
	1	QSC SLMST-110-P Q-SYS Core 110 license for Microsoft Teams Room software features, enables both Q-SYS Scripting and UCI Deployment, Perpetual
	1	QSC TSC-101-G3 Q-SYS 10.1” PoE Touch Screen Controller for In-Wall Mounting. Color - Black only
	1	Netgear GSM4212UX-100NAS M4250-10G2XF-POE++8X1G W/2XSFP+

POWER AND ACCESSORIES

IMAGE	QTY	DESCRIPTION
	2	Newline Interactive EPR8A50980-000 TRUTOUCH 980 Wall Mount
	2	Wattbox Power WB-200-2 2 Outlet Power Conditioner - 2160 Joules
	1	Wattbox Power WB-800CH1U-IPVM-8 Wattbox 800-Series 1U 8 Outlet Rack Mount (Chassis) IP Controllable

IMAGE	QTY	DESCRIPTION
	1	Strong SR-FS-SYSTEM-DC-15U Strong FS Series Rack System with DC Fans - 24 Depth | 15U

MISC

IMAGE	QTY	DESCRIPTION
	1	N/A Misc Display Charges Cables, Raceway, Extenders, Splitters, Hardware, Etc.

LSC TOTAL **$53,652.35**

OPTION - ADDITIONAL DISPLAYS

SCOPE

This OPTION adds (4) four additional 85" displays to the system.

VIDEO

IMAGE	QTY	DESCRIPTION
	4	Newline Interactive TT-8623NT-PLUS 860NT+ 4K LED Commercial Display (No Touch) w/ USB-C
	4	Extron Electronics 60-1331-13 DTP HDMI 4K 330 Rx Long Distance HDMI Twisted Pair Receiver - 330 feet (100 m)

POWER AND ACCESSORIES

IMAGE	QTY	DESCRIPTION
	4	Newline Interactive EPR8A50980-000 TRUTOUCH 980 Wall Mount
	4	Wattbox Power WB-200-2 2 Outlet Power Conditioner - 2160 Joules

LABOR

IMAGE	QTY	DESCRIPTION
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

SUMMARY

OPTION - ADDITIONAL DISPLAYS TOTAL	**+$14,979.19**

IMAGENET ANNUAL BLOCK TIME SERVICE AGREEMENT - 25 HOURS

Audio/Video Annual Block Time Service Agreement Terms and Conditions:

1. Extended "White Glove" Support

ImageNet offers White Glove Service for work on Audio/Video ("AV") systems beyond the standard manufacturer's warranty. We will help solve issues including troubleshooting, dismounting, shipping, and remounting. This coverage and service begins on the first (1st) day after acceptance of the services and pertains to all ImageNet provided AV hardware. The price of this agreement is assessed annually. An ImageNet Service Technician will respond via phone or email with initial troubleshooting within one business day once the request is submitted (via https://forms.clickup.com/f/86564-392/9B5UOFBPHHIRG4D40K). A technician then will be on site, if needed, within 72 hours from initial request.

I. What's Included:

a. This agreement contains an allowable block of time totaling 25 hours for the year. Time includes travel to and from the client's site from the closest AV-supported ImageNet Consulting office location. By signing this agreement, calls are no longer billed at a two hour minimum. This could yield more service calls than the normal service rates allow should issues be quickly attended to, in addition to the discounted hourly rate for signing this agreement. Once block time is used, the client will be billed at the block time rate of $125/hr without a two hour minimum, per the agreement. Unused block time does not roll over year to year.

b. The manufacturer's original equipment warranty including labor coverage for removal and installation of any warrantied equipment (coverage length typically between one to seven years, unique per manufacturer).

c. Protection against damage to system equipment from power surges, lightning, brownouts, or other high/low voltage/current conditions experienced on customer's power grid if a failure occurs while properly connected to a surge protector approved by the Underwriter's Laboratory. Your surge protector may be collected by the Administrator for examination.

d. Labor for replacement of consumable items such as batteries, mishandled/damaged cabling, damaged LCD/LED panels, miscellaneous system light sources, or projection lamps/light sources if they are the cause of system performance issues. Consumable parts themselves will be provided by the Customer or purchased and billed to the Customer by ImageNet.

e. Any desired software/firmware updates and feature enhancements on system components will be covered only if permission is granted by the customer stakeholder/manager/IT Department to the system for such updates. Contact ImageNet AV prior to updating your other networking/PC peripherals if software/firmware compatibility could be a concern for AV system performance.

f. Training on ImageNet provided AV systems and requests for service not related to technical problems but classified as "operator error".

g. Assistance with set up and training on Loaner equipment.

II. What's Not Included:

g. Uninterrupted or error-free operation of the product.

h. We shall not be liable for the loss or destruction of data or media resulting from the use or service of the equipment, system failure, misuse, or damage. It is your responsibility to secure and back-up all programs and data contained or affected by the equipment.

i. Support of any modifications/connections to the system made by others, without prior written permission from ImageNet AV.

j. Any software/firmware updates/redactions needed for restored functionality on the ImageNet installed AV system or peripherals when updates were not performed by ImageNet technicians.

k. Any damage caused directly to the equipment by the customer or their guests.

2. Authorization to Install software

As part of the Professional Services, ImageNet may be required to install copies of third-party or ImageNet-branded software products (the "Software"). Customer authorizes ImageNet to accept the license terms accompanying the software (collectively "Shrink-wrap Terms") on Customer behalf, and acknowledge it is the Customer responsibility to review any Shrink-wrap Terms associated with the software. Shrink-wrap Terms may be in electronic format, embedded in software, or contained within the Software documentation.

3. Agreement Terms

This agreement will continue until terminated in writing by either party; provided that, in the event of termination by ImageNet for any reason other than a material breach by Customer or by Customer due to a material breach by ImageNet, ImageNet shall refund the pro rata portion of any fees paid for periods following the date of such termination.

IMAGENET ANNUAL BLOCK TIME SERVICE AGREEMENT - 25 HOURS	**+$3,125.00**

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE
Net45 upon completion.

SHIPPING	$2,347.12
SUBTOTAL	$55,999.47
PROJECT TOTAL	$55,999.47

OPTIONS Not included in the project total. Initial to the left to add the option to your project.

_____	OPTION - ADDITIONAL DISPLAYS	+$14,979.19
_____	IMAGENET ANNUAL BLOCK TIME SERVICE AGREEMENT - 25 HOURS	+$3,125.00 (ANNUALLY)

TERMS

If payment is not received when due we may assess an administrative charge to offset our collection expenses, an amount calculated at the rate of ten cents per one dollar as listed above “Total Purchase Amount”. If payment is not received within thirty days of invoice date we may take immediate possession of the Equipment and charge a restocking fee of no more than twenty five percent (25%) of the original purchase price. Such an addition to any other remedies provided for by law and may be, to the extent permitted by law, exercised either concurrently or separately. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other subsequent default.

***Current equipment pricing is subject to change at any time, and ImageNet reserves the right to requote this project at any time should new pricing be received from vendors and equipment suppliers before project acceptance. Tax will be calculated in the project invoicing phase via ImageNet Accounts Receivable, and is not able to be provided in this document.*

Must include P-2547 in all POs

ACCEPTANCE

MID-DEL PUBLIC SCHOOLS

SIGNED _____ DATE _____

PRINT NAME _____ TITLE _____

IMAGENET CONSULTING - OKC

SIGNED _____ DATE _____

PRINT NAME _____ TITLE _____

ImageNet AV Statement of Work (SOW) Contract

Project completion is subject to receipt of equipment. Estimated minimum 3-4 weeks for equipment delivery unless otherwise specified in contract agreement. Installation will be scheduled once 100% of equipment has been received, unless otherwise requested or agreed upon.

Once Project Contract (SOW) paperwork has been received from the client by ImageNet, ImageNet will manage the ordering of all components. At that time, all sales are final and any changes to the scope of work will be subject to a Request For Change, revised PO, and will be at the expense of the client unless otherwise noted. A Request for Change will need to be completed and signed by both an approved Customer Representative/Project Manager and ImageNet Consulting Representative.

This Consulting Services Agreement (the "Statement of Work") is made and entered into as of "Date" below between ImageNet Consulting, with a place of business at 913 North Broadway, Oklahoma City, OK 73102 and Customer.

If any changes or additions are required outside of the defined scope and deliverables previously listed, a Request for Change will need to be completed and signed by both the Customer Representative, Project Manager, and ImageNet Consulting representative(s).

Pursuant to this Agreement, Customer is engaging ImageNet to provide certain consulting services as more fully described herein. This Agreement consists of the following documents, incorporated herein by this reference:

Attachment A: Individual Project Requirements
Attachment B: Request For Change
Attachment C: Project Substantial Completion Form
Attachment D: Project System Warranty Terms
Attachment E: Project Final Completion Form

Customer has read and agrees to the terms and conditions and attachments listed. This Agreement will be effective only when executed below by an authorized representative.

AGREED TO:

_____	_____
DATE OF AGREEMENT	AUTHORIZED CUSTOMER REPRESENTATIVE
_____	_____
CUSTOMER NAME	CUSTOMER ADDRESS

Attachment A: Individual Project Requirements

1. PROPOSAL TERMS & CONDITIONS
    a. All pricing listed in Proposal include labor. Rates are based on a commitment that work is to be performed during regular business hours; 8AM to 5PM local time, Monday through Friday. Should project work push beyond these normal hours without prior agreement with ImageNet, additional labor rates/charges may apply.
    b. It is assumed that all work will be completed as a continuous effort. Disruptions of this continuous effort beyond the control of ImageNet Consulting may require additional labor costs. Additionally, if the project is finished ahead of the estimated completion, there will be no credit issued to the customer.
    c. All System Engineer/Programming work outside of work defined within the SOW is billed at $165.00 per hour.
    d. ImageNet Consulting will install, test, and verify that the AV solution is working as designed. Following the install, ImageNet will conduct training with the end users of the system so that it will be utilized as desired. Additional training and materials outside of what is outlined in the proposal will be an additional charge based upon the scope of the project.
2. CUSTOMER SITE/PROJECT REQUIREMENTS
    a. Power will be needed at the mounting locations of all electrical components, provided by a licensed electrician, and is the responsibility of the client. It is recommended that all AV hardware be installed on their own circuit(s) to reduce interference, surges, and other issues.
    b. Network drops are recommended at the mounting location of all equipment and are the responsibility of the client to provide and maintain. Certain equipment cannot be installed without PoE network drops, and many components require internet connection to perform maintenance tasks and basic functions.
    c. Customer to identify and provide an IT Administrator for solution implementation and support interaction.
    d. Customer will provide access to all areas required to complete this project. Any areas of high security or hazard should be made known prior to project commencement.
    e. Customer will provide access to all information and documentation required to complete this project.
    f. Customer will provide an onsite contact person responsible for providing direction and approvals on completion of work.
    g. Customer will directly provide all non-ImageNet hardware and software support required unless specifically indicated in the proposal.
    h. Customer will ensure that any customer provided hardware will meet all required specifications for the project.
    i. Customer will assure that all required LAN/WAN access and administrative rights are made available to complete the installation.
    j. Customer is solely responsible for updating PC OS and 3rd party software. i.e. Windows 10, Zoom, MS Teams etc.
    k. Customer will provide Remote Access capabilities and credentials so that ongoing support can be provided as necessary via phone and remote desktop support, or an onsite resource that can accommodate remote support.
    l. Customer is solely responsible for maintaining agreed upon timeline, customer-side delays may push back launch dates by a ratio that exceeds 1:1 and may incur further service costs.
    m. Customer is solely responsible for required A/C power at device location as needed.
    n. Customer is solely responsible for required data connections at device location as needed.
    o. Customer is solely responsible for ceiling grid modification unless specified otherwise.
    p. Customer is solely responsible for providing adequate trash and old equipment disposal.
    q. Customer is solely responsible for providing parking availability, loading and unloading access, access control, and hours of operation.
    r. Customer is solely responsible for providing a OSHA approved lift or scaffolding unless otherwise specified in the proposal.
    s. Customer must ensure install site meets agreed upon standards and is free of obstruction.
    t. Customer is solely responsible for modification to furniture unless otherwise specified in the proposal.
    u. Customer is solely responsible for modification of existing walls in order to properly support new equipment unless specified otherwise in the proposal.
    v. If any of the above items are not met by the client at the time ImageNet arrives on site to install, a revised PO for additional labor may be assessed unless otherwise noted by ImageNet.
    w. All project/shipping timelines are approximate until items are received in our warehouse. Project completion is subject to receipt of equipment. Estimated 3-4 weeks for equipment delivery unless otherwise specified in contract agreement. Installation will be scheduled once 100% of equipment has been received unless otherwise specified in the contract agreement.
    x. ImageNet will work with the client to schedule installation based on: a) the estimated arrival time of the components, b) all necessary action items required by the client as listed above, and c) any additional needs.
    y. ImageNet Consulting does its best to anticipate conversion changes and user needs. However, once design agreement is established, changes requiring more than 1 hour of work could require a Request For Change and may incur additional costs.
3. DATA & SOFTWARE/FIRMWARE
    a. ImageNet Consulting is not responsible for the loss of data or any A/V recordings due to system failure, misuse, or damage.
    b. Future 3rd party software installation or services by ImageNet Consulting are an added cost unless otherwise agreed upon.
4. WALLBOARD DIGITAL SIGNAGE SOLUTIONS (if included in Project Scope)
    a. A "Welcome Letter" document will be sent out to the client on any project involving Wallboard Digital Signage Software. This document will help us outline training timeframes for the software, initial content design, and necessary network information so we can pre-configure the media players for easy installation. This document must be returned by the client for ImageNet to proceed with installation.

Attachment B: Request For Change

Request For Change

RFC Number: _____

Date: _____ Party requesting change: _____

Nature of the proposed change:

_____

_____

_____

Reason for the proposed change:

_____

_____

_____

Impact of the proposed change on project:

Pricing: _____

P.O. to which changes will apply: _____

Schedule Changes: _____

_____

This Project Change Request is (circle): Approved Rejected

Signatures:

ImageNet Consulting Representative: _____

Customer Representative: _____

Attachment C: Project Substantial Completion Form

ImageNet AV Project # _____ Date _____

Project Name: _____ PO # _____

Company Name:_____Phone:_____

Address: _____

Installation Site: _____

Room Number(s): _____

Client Contact: _____ Phone:_____

AV System Warranty Dates Start: _____ End: _____

The audiovisual project described above has been found to be substantially complete and acceptable to the owner and/or their representative with the following exceptions:

1)_____

2)_____

3)_____

4)_____

5)_____

To finalize project, client agrees to arrange and schedule training(s) in a timely manner following substantial completion. Training to include any client stakeholders in the project, facility mangers who may be involved in the area(s) of the AV System, client system support technicians the design involves, and key end users who can pass on training to fellow coworkers.

AV System Training Date(s)/Time(s): _____

AV System Training Key Inclusion(s): _____

Client hereto acknowledges acceptance of the project and commencement of the warranty period and training for the systems noted according to the terms detailed in the attached warranty statement.

Name: _____ Title: _____

Signature: _____ Date: _____

Attachment D: Project System Warranty Terms

All new equipment contained in this system is warranted to be free of manufacturing defects per the terms and conditions of the original manufacturer's warranty. All manufacturers' warranties are honored and serviced by ImageNet Consulting. If not included in original project scope, purchasing additional warranty for equipment, or a preventative maintenance service agreement can be arranged after system is signed for substantial completion.

A. DURATION

1. One (1) year, which will begin immediately following substantial completion of the installation and applicable training provided by ImageNet AV. The established start date is noted in the signed Substantial Completion Form above.

B. THE WARRANTY SHALL INCLUDE:

1. On-site response within a maximum of 72 hours following receipt of the AV Integrator's standard Request for Service by an authorized representative.

2. Maximum 48-hour response for telephone and/or email support service for technical matters.

3. Parts and system components to restore system performance as required.

4. Any failed field terminations of system cabling performed by ImageNet AV during the installation process.

5. Labor to repair/service the system, components, and parts to restore the system to complete operational condition should the issue be repairable on site.

C. THE WARRANTY SHALL NOT INCLUDE:

1. Replacement of consumable items such as batteries, mishandled cabling, damaged LCD panels, miscellaneous system light sources, or projection lamps/light sources. Costs for such will be billed at current equipment and labor rates unless a manufacturing defect is discovered during the manufacturer's standard warranty period.

2. Requests for service involving software/firmware updates on system components or peripherals not performed by ImageNet AV technicians. Contact ImageNet AV prior to updating peripherals if software/firmware compatibility could be a concern for system performance.

3. Requests for service not related to technical problems but classified as "operator error". Under these conditions service charges will be applicable as per our standard repair service policy of $125/hour.

4. Service required because of negligence, misuse, attempted repairs by anyone other than ImageNet AV, or damage, or for equipment not related to the system supplied and installed by ImageNet AV. Under these conditions, the warranty will become void, and charges will be applicable per our standard repair service policy of $125/hour.

5. Loaner equipment that is in place while the originally installed equipment it has replaced is under repair.

6. Connections to the contracted system made by others. Under these conditions service charges will be applicable as per our standard repair service policy of $125/hour.

7. Modifications to the system made by others, without prior written permission from ImageNet AV. Under these conditions service charges will be applicable as per our standard repair service policy of $125/hour.

8. The cost to remove, reinstall and transportation to and from our service center, or the supplier/factory for components covered under their warranty. Charges for this time will be applicable per our standard repair service policy of $125/hour.

D. REQUESTS FOR SERVICE

Requests for service must be made by contacting the ImageNet Consulting service helpdesk (800-937-2647). ImageNet AV will then outline the conditions under which we will attend, and the costs for rectification of issues not covered under the warranty terms. This number must be contacted prior to dispatch of a repair technician.

E. REPORT

A written report/invoice will be issued following each repair/service and must be acknowledged by an authorized representative.

Attachment E: Project Final Completion Form

Date: _____

I, _____(Project Manager)

agree that ImageNet Consulting has completed this project and associated system training to the satisfaction of

_____(Company Name)

and achieved every goal outlined in this Statement of Work in addition to any change requests that were made during the project. No further work will be done for Client in regards to this project, any additional requests will detailed in a new document with a different project scope.

AGREED TO:

_____	_____
Company Name	Authorized Representative Signature

ClickShare CX-30

Seamless wireless conferencing for small to medium-sized meeting and conference rooms

- **Full BYOD support**
- **Remote collaboration with Button or Desktop App**
- **Works with your device, conferencing platform & a wide range of AV peripherals**
- **Enhanced security, connected and cloud managed**
- **Full interactivity and moderation (available in future updates)**

For meetings to be as productive as they can possibly be, participants need to feel engaged and inspired. ClickShare CX-30 from Barco offers a seamless wireless conferencing solution that can be used on any device to bring teams together–wherever they are in the world–to participate in inclusive meetings that generate the best ideas and discussion points. Compatible with any PC, laptop or Mac device running Windows, Android or iOS operating systems; ClickShare CX-30 can turn small to medium-sized meeting rooms into innovative meeting and conference facilities.

Find out what's new in the latest ClickShare update

Interact, discuss, collaborate with remote participants enjoying interactive meetings with touch back, annotation and blackboarding.

Bring your own meeting

With ClickShare CX-30 you can start a meeting wherever you are with co-workers and stakeholders around the world. Complete with full Bring Your Own Device (BYOD) support, ClickShare CX-30 enables meeting participants to use whichever device they prefer, which makes remote collaboration a breeze when joining the meeting from another location, and when participating in the meeting from smaller meeting and huddle rooms where colleagues can use their laptops, tablets or even smartphones.

Start IT-friendly remote meetings

ClickShare CX-30 is a fully integrated, wireless conferencing system that can be

up and running in less than seven seconds. The Conferencing Button and the ClickShare App help to make the whole process of sharing content quick and easy – ideal for when time is at a premium–while the agnostic nature of ClickShare helps to ensure it can be used by anyone, on any device with a wide range of USB peripherals.

ClickShare CX-30 is fully compatible with Windows, Mac, iOS and Android devices; and it can also be used alongside any unified communications (UC) technology and a wide range of AV USB peripherals. Also, ClickShare CX-30 users can benefit from interactive features* including moderation, local view of the room display, annotation, blackboarding and touch back support allows users to control the touchscreen in the room.

With ClickShare CX-30 users can connect from whichever device they like, as the ClickShare CX-30 wireless conference system offers IT-friendly features including enhanced enterprise-grade security and seamless integration to protect data and the wider company network, as well as an XMS Cloud Management platform for easy device management and even analytics to ensure that you get the most out of your system and your meetings. For practical questions on network deployment of the ClickShare Conference range, check our technical support or get in touch with your Barco contact

PRODUCT SPECIFICATIONS	CLICKSHARE CX-30
ClickShare Base Unit dimensions	
Dimensions (HxWxD)	34 mm x 135 mm x 135 mm
Power supply	Standard 110/220 V AC plug
Power consumption	Operational: 5-10W, 24W Max
Weight	900 gr
General specifications	
Operating system	Windows 8/8.1/10. macOS 10.15 and higher. Android v11 and higher (ClickShare App) iOS 14 and higher (ClickShare App)
System requirements	For a smooth experience with Microsoft Teams or Zoom. Minimum: ■ Intel i3 dual-core processor ■ 8GB RAM ■ OS: • Windows 10 latest build • Mojave latest build Recommended: ■ Intel i5 4-core processor ■ 8GB RAM ■ OS: • Windows 10 latest build • Mac OS latest build
Video outputs	4K UHD (3840*2160) @ 30Hz. HDMI 1.4b
Audio output	USB, HDMI
USB	1 X USB-A, 1 X USB-C
ClickShare Buttons	2
ClickShare App	Desktop & Mobile
Native protocols	Airplay, Google Cast, Miracast
Maximum number of simultaneous connections (with Buttons and/or App)	minimum 32
Noise Level	Max. 25dBA @ 0-30°C Max. 30dBA @ 30-40°C

PRODUCT SPECIFICATIONS	CLICKSHARE CX-30
Authentication protocol	WPA2-PSK in stand alone mode WPA2-PSK or IEEE 802.1X using the ClickShare Button in network integration mode
Wireless transmission protocol	IEEE 802.11 a/g/n/ac and IEEE 802.15.1
Reach	Max. 30m (100 ft) between ClickShare Button and ClickShare Base Unit Frequency band 2.4 GHZ and 5 GHz (DFS)
Frequency band	2.4 GHZ and 5 GHz (DFS channels supported in select number of countries)
Connections	1x Ethernet LAN 1Gbit 1x USB Type-C 2.0 (front); 1x USB Type A 2.0 (front)
Temperature range	Operating: 0°C to +40°C (+32°F to +104°F) Max: 35°C (95°F) at 3000m Storage: -20°C to +60°C (-4°F to +140°F)
Humidity	Storage: 0 to 90% relative humidity, non-condensing Operation: 0 to 85% relative humidity, non-condensing
Anti-theft system	Kensington lock
Certifications	FCC/CE
Touch screen support & Interactivity	Yes
Wireless conferencing	via App or Button
Local view & moderation	Yes*
Network connection	LAN & WiFi *
Management and reporting	Yes
Warranty	1 year standard. 5 years coverage via SmartCare

Last updated: 30 Sep 2021

Technical specifications are subject to change without prior notice. Please check www.barco.com for the latest information.

BINARY

HDMI Cables Comparison Chart

Snap av

	B4-HD2 (0.3 m – 7.5 m)	B6-4K2 (0.3 m – 7.5 m)	B6A-4K2 (10 m - 20 m)	B6A-4K2 (25 m– 30 m)	B8-FIBER-4KHDR2 (20m - 50m)	BX-8K (0.3m - 3m)
Max Video Resolution	4K @ 30Hz, 4:2:2, 12-bit color	4K @ 60Hz, 4:4:4, 12-Bit Color	4K @ 60Hz, 4:4:4, 12-Bit Color	4K @ 30Hz, 4:2:2, 12-Bit Color	4K @ 60Hz, 4:4:4, 12-Bit Color	8K @ 60Hz, 4:2:0, 12-Bit Color (up to 10K @ 30Hz 4:4:4)
Bandwidth	10.2 Gbps	18 Gbps	18 Gbps	10.2Gbps	18Gbps	48Gbps
No External Power Required	✓	✓	✓	✓	✓	✓
GripTek Connector	✕	✓	✓	✓	✓	✓
Premium Certified HDMI®	✕	✓	✕	✕	✕	✕
High Speed with Ethernet	✓	✓	✓	✓	✓	✓
HDR 10 Support	✓	✓	✓	✓	✓	✓
3D Support	✓	✓	✓	✓	✓	✓
HDMI	HDMI 1.4	HDMI 2.0b	HDMI 2.0b	HDMI 1.4	HDMI 2.0b	8K
HDCP Versions	HDCP 2.2	HDCP 2.2	HDCP 2.2	HDCP 2.0	HDCP 2.2	HDCP 2.2
Certifications	RoHS, CL2, FT4, UL-Listed	RoHS, CL2, FT4, UL-Listed	RoHS, CL3, FT4, UL-Listed	RoHS, CL3, FT4, UL-Listed	RoHS, CL3, FT4, UL-Listed	RoHS, UL Listed, CL2, CE
Cable Color	Black	Black	Black	Black	Black	Black
Length	1 ft. - 25 ft.	1 ft. - 25 ft.	32.8 Ft. - 65.6 ft.	82 Ft. - 98.4 ft.	65.6 Ft. - 164 Ft.	1 ft. - 9.8 ft.
Sold As	Each or Truck Pack	Each or Truck Pack	Each	Each	Each	Each

866-424-4489 | www.snapav.com

NETGEAR®

AV Line

Product Brief | **M4250 series**

AV Line Managed Switches

Switching Engineered for AV over IP

The NETGEAR AV Line M4250 series was designed with input from AV Professionals. The result is a line of switches built from the ground up to support 1Gb audio and video over IP with customized hardware and software along with dedicated service and support.

NETGEAR M4250 series key features:

- Ranges from 8 to 16 ports with a variety of PoE+ and Ultra90 PoE++ options for 15.4W, 30W, 60W, 75W and 90W AVoIP endpoints
- Uplink options include 1G for audio installations or standalone video installations as well as 10G uplinks for larger scale video deployments
- Also includes 12-port multi-gigabit Ethernet and 16-port 1G/10G fiber models for plug and play aggregation in a star topology
- Designed for a clean integration with traditional rack-mounted, AV equipment
- The M4250 switches come with a sleek, black display panel with status in front and all cabling plus additional status in the back
- Reversed mounting is possible when ports are desired on the front of the rack
- A second pair of rackmount ears allows the switches to be mounted recessed by 2-inches to allow for the cabling
- Software-controlled fan adjustments enable the fans to be turned off when ambient temperature and PoE loads are appropriate for a totally fanless operation
- Threaded holes on the bottom (4xM5 for 50x100mm VESA) and in front (1xM10 for clamps) allow for universal mounting options outside the rack as well

NETGEAR M4250 series AV software features:

- Pre-configured for audio and video over IP out of the box, the M4250 switches enable encoders and decoders to be connected with zero configuration
- When more configuration is required, an AV web-based GUI is available at the switch IP address:8080
- This interface has been specially designed for AV installers with specific AV-related controls made more accessible and with port-based profiles
- For audio, profiles for Dante, Q-SYS and AES67 are built-in, as well as an AVB profile (AVB license sold separately)
- For video, the M4250 offers profiles for NVX, SVSI, Q-SYS, NDI, Kramer KDS, Aurora Multimedia, ZeeVee, Atlona, Dante and SDVoE
- Other AV CODECs and manufactures are supported as well as audio/video/control mixed profiles
- To further simplify star deployments, NETGEAR IGMP Plus™ brings multicast automation between all M4250 switches, and with M4300/M4500
- Simply connect the switches together and you are done!

NETGEAR M4250 series other software features:

- All M4250 switches share the same high-end NETGEAR Layer 2 / Layer 3 switching engine for a consistent experience
- All switches in the M4250 series have another main, IT web-based GUI for midsize Enterprise campus networks, IoT and IPTV

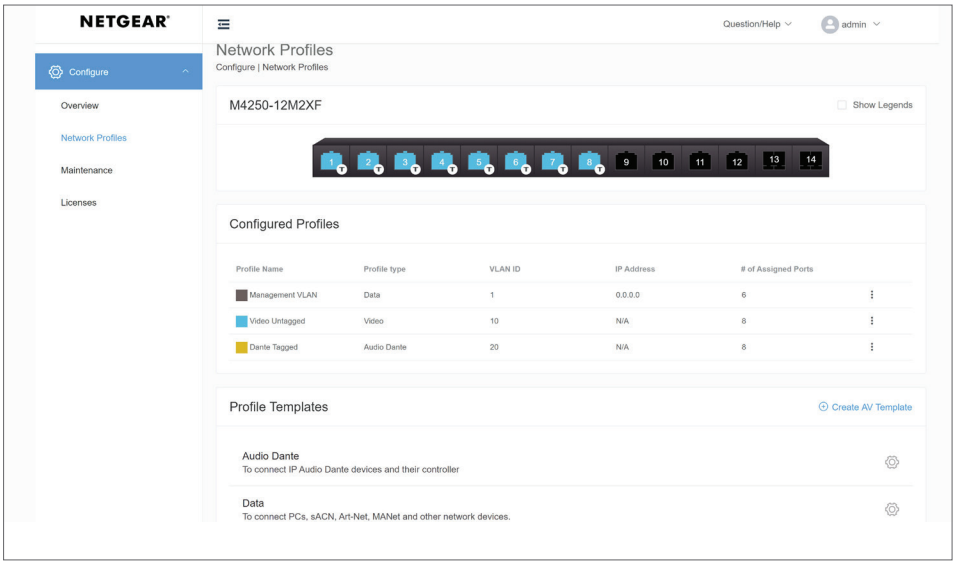
- Additional features include static, RIP and PIM-SM, DM and SSM multicast routing, DHCP Server and PTPv2 Transparent Clock (1-step E2E)
- AVB is the only feature requiring a license, all other advanced features are available license-free
- Advanced classifier-based, time-based hardware implementation for L2 (MAC), L3 (IP) and L4 (UDP/TCP transport ports) security and prioritization
- Selectable Port-Channel / LAG (802.3ad - 802.1AX) L2/L3/L4 hashing for fault tolerance and load sharing with any type of Ethernet channeling
- Voice VLAN with SIP, H323 and SCCP protocols detection and LLDP-MED IP phones automatic QoS and VLAN configuration
- Efficient authentication tiering with successive DOT1X, MAB and Captive Portal methods for streamlined BYOD
- Comprehensive IPv4/IPv6 static and dynamic routing including Policy-based routing and 6-to-4 tunneling
- Advanced IPv4/IPv6 security implementation including malicious code detection, DHCP Snooping, IP Source Guard protection and DoS attacks mitigation

NETGEAR M4250 series management features:

- DHCP/BootP innovative auto-installation including firmware and configuration file upload automation
- Industry standard SNMP, RMON, MIB, LLDP, AAA, sFlow, RSPAN and PTPv2
- Service port for out-of-band Ethernet management (OOB)
- Standard RS232 straight-through serial RJ45 and USB Type-C ports for local management console
- Standard USB-A port for local storage, logs, configuration or image files
- Dual firmware image for updates with minimum service interruption
- Single-pane-of-glass NMS300 management platform with mass configuration support
- Industry standard command line interface (CLI) for IT admins used to other vendors commands
- Fully functional Web console (main GUI) for IT admins who prefer an easy to use graphical interface
- Dedicated AV web-based GUI interface available at [switch IP address:8080] for AV installations

NETGEAR M4250 series warranty and support:

- NETGEAR ProSAFE Limited Lifetime Hardware Warranty**
- Included Lifetime Technical Support
- Included Lifetime Next Business Day Hardware Replacement
- Offering free network design services and installation support, the NETGEAR Engineering Services Team is ready to help ensure your 1G deployments with the M4250 AV over IP switches go as smooth as possible. Just drop us an email at ProAVDesign@netgear.com to get started!



Hardware-at-a-Glance

			REAR (REVERSIBLE)*					LEDs	MANAGEMENT	
Model Name	Form-Factor	Switching Fabric	10/100/1000 BASE-T RJ45 ports	100/1000/2.5G BASE-T RJ45 ports	1000BASE-X SFP ports	1000/10G BASE-X SFP+ ports	PSU	Status Information	Out-of-band Console	Model Number
M4250-10G2F-PoE+	1U rack mount 440 x 43.2 x 200mm	24 Gbps	8 ports PoE+ (125W) 2 additional ports 10M, 100M, 1G	-	2 ports SFP 1G	-	Fixed (C14 connector) Power switch (On/Off)	Available both in front and in the rear: Power LED PoE Max LED (PoE models) Fan LED Port LEDs	Ethernet: 1G Out-of-band (Rear) Console: RJ45 RS232 (Rear) Console: USB-C (Rear) Storage: USB-A (Front) LED Ext: USB-C (Front)	GSM4212P
M4250-10G2XF-PoE+	1U rack mount 440 x 43.2 x 200mm	60 Gbps	8 ports PoE+ (240W) 2 additional ports 10M, 100M, 1G	-	-	2 ports SFP+ 1G; 10G				GSM4212PX
M4250-10G2XF-PoE++	1U rack mount 440 x 43.2 x 257mm	60 Gbps	8 ports PoE++** (720W) 2 additional ports 10M, 100M, 1G	-	-	2 ports SFP+ 1G; 10G				GSM4212UX
M4250-12M2XF	1U rack mount 440 x 43.2 x 100mm	100 Gbps	-	12 ports 100M, 1G, 2.5G	-	2 ports SFP+ 1G; 10G				MSM4214X
M4250-16XF	1U rack mount 440 x 43.2 x 200mm	320 Gbps	-		-	16 ports SFP+ 1G; 10G				XSM4216F

* Reversed mounting is possible when ports are desired on the front of the rack by using the standard rackmout ears, or the included alternate rackmount ears to mount the switch recessed by 2-Inches to allow for the cabling.

** Ultra90 PoE++ 802.3bt is compatible with 802.3af PoE (15.4W), 802.3at PoE++ (30W) and 802.3bt (60W, 75W and 90W).

M4250-10G2F-PoE+
GSM4212P

M4250-10G2XF-PoE+
GSM4212PX

M4250-10G2XF-PoE++
GSM4212UX

M4250-12M2XF
MSM4214X

M4250-16XF
XSM4216F

Acoustic-at-a-Glance

	FAN OFF MODE Setting / maximum loading*					QUIET MODE Setting at 25°C ambient**					COOL MODE Setting at 25°C ambient**			
Model Name	Fanless State	Ambient	Sensor	PoE Power Load	Conditions	PoE Power Load	Fan Duty	Sensor	Case Temp (Top)	Acoustic	Fan Duty	Case Temp (Top)	Acoustic	Model Number
M4250-10G2F-PoE+	0dBA / 37.1°C Case Temp	25°C	<= 42°C	80W	All ports can be used	125W	25	<= 36°C	35.9°C	27.38dBA	100	27.2°C	55dBA	GSM4212P
M4250-10G2XF-PoE+	0dBA / 38.4°C Case Temp	25°C	<= 44°C	90W	All ports can be used	240W	25	<= 37°C	40.6°C	27.4dBA	100	30.9°C	56dBA	GSM4212PX
M4250-10G2XF-PoE++	0dBA / 42.3°C Case Temp	25°C	<= 67°C	45W	All ports can be used	90W 90-180W 180W-720W	25 30 40	<= 49°C <= 49°C <= 49°C	41.1°C 37.2°C 52.1°C	34.57dBA 40.8°C 47.19dBA	100	41.8°C	60dBA	GSM4212UX
M4250-12M2XF	0dBA / 56°C Case Temp	25°C	<= 64°C	-	8 ports 2.5G (no SFP+)	-	25	<= 58°C	53.5°C	28.5dBA	100	33.2°C	55dBA	MSM4214X
M4250-16XF	0dBA / 36.2°C Case Temp	25°C	<= 78°C	-	8 ports SFP+	-	25	<= 67°C	41.6°C	27.44dBA	100	30.3°C	57dBA	XSM4216F

* Software-controlled fan adjustments enable the fans to be turned off when ambient temperature and PoE loads are appropriate for a totally fanless operation.

** dBA values are SPL (Sound Pressure Level) values, testing following the ISO-7779 standard. Bystander Mode. Chamber Temp 25°C during testing. Full, 100%, Data and PoE loaded. Worst case.

Software-at-a-Glance

	LITE LAYER 3 PACKAGE											
Model Name	Management	AV Dedicated UI	IPv4 / IPv6 ACL and QoS, DiffServ	IPv4 / IPv6 Multicast Filtering	IPv4 / IPv6 Policing and Convergence	Spanning Tree Green Ethernet	VLANs	Trunking Port Channel	IPv4 / IPv6 Authentication Security	IPv4 / IPv6 Static Routing	IPv4 / IPv6 Dynamic Routing	Model Number
M4250 series	Out-of-band IT Web GUI (main) HTTPs CLI; Telnet; SSH SNMP, MIBs RSPAN Radius Users, TACACS+	AV web-based GUI available at [Switch IP Address]:8080 Designed for AV installers AV-related controls Audio over IP profiles AVB profile* Video over IP profiles Mixed Audio and Video profiles	Ingress/ egress 1 Kbps shaping Time-based Single Rate Policing	NETGEAR IGMP™ Plus for automated IGMP between switches IGMPv3 MLDv2 Snooping, Proxy ASM & SSM IGMPv1,v2 Querier (compatible v3) Control Packet Flooding	Auto-VoIP Policy-based routing (PBR) LLDP-MED IEEE 1588 PTPv2 1-Step End-to-End Transparent Clock AVB*: 802.1AS, 802.1Qav, 802.1Qat MSRP, 802.1ak MMRP, 802.1ak MVRP	STP, MTP, RSTP PV(R)STP BPDU/STRG Root Guard EEE 802.3az (EEE is disabled by default)	Static, Dynamic, Voice, MAC GVRP/ GMRP Double VLAN mode Private VLANs	Static LAG, or Dynamic LACP (LACP automati-cally reverts to and from Static LAG) Seven (7) L2/L3/L4 hashing algorithms	Successive Tiering (DOT1X; MAB; Captive Portal) DHCP Snooping Dynamic ARP Inspection IP Source Guard	Port, Subnet, VLAN routing Multicast static routes DHCPv4 Server DHCP Relay Stateful DHCPv6 Server	IPv4: RIP IPv4/IPv6: PIM-SM PIM-DM SSM	All models

* Requires AVB license, sold separately. All other software features are available, license-free.

Performance-at-a-Glance

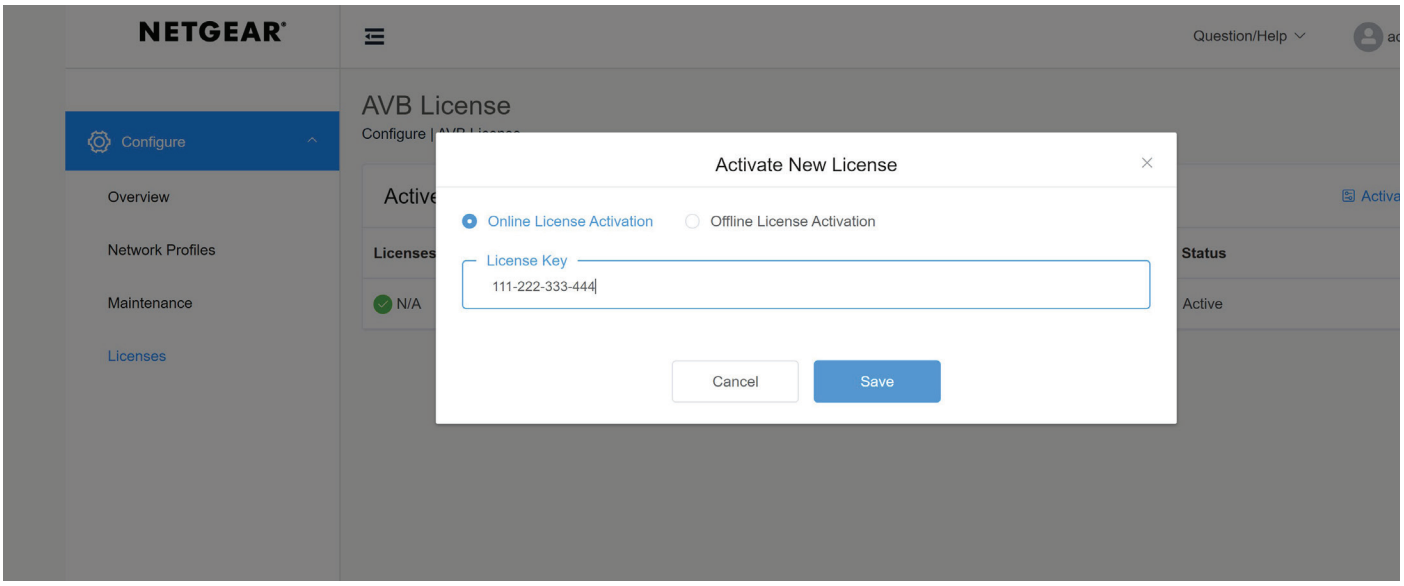
	TABLE SIZE													
Model Name	MAC ARP/NDP	Routing/ Switching Capacity	Throughput 64-byte	Application Route Scaling	Packet Buffer	Latency	IP Multicast Routing Entries	CPU	Jumbo Frames	Multicast IGMP Group member-ship	VLANs	DHCP	sFlow	Model Number
M4250-10G2F-PoE+	16K MAC 4K ARP/ NDP	24 Gbps Line-Rate	17.86 Mpps	Static: 894v4/126v6 RIP: 32v4	16Mb	<2.27µs 1G	512 IPv4 128 IPv6	ARM A9 1.25Ghz 2GB RAM 256MB Flash	Up to 12K	2K IPv4 2K IPv6	4K VLANs	DHCP Server: 2K leases IPv4: 256 pools IPv6: 16 pools	16 samplers 16 pollers 8 receivers	GSM4212P
M4250-10G2XF-PoE+	16K MAC 4K ARP/ NDP	60 Gbps Line-Rate	44.64 Mpps	Static: 894v4/126v6 RIP: 32v4	16Mb	<2.14µs 1G <0.84µs 10G								GSM4212PX
M4250-10G2XF-PoE++	16K MAC 4K ARP/ NDP	60 Gbps Line-Rate	44.64 Mpps	Static: 894v4/126v6 RIP: 32v4	16Mb	<1.84µs 1G <0.81µs 10G								GSM4212UX
M4250-12M2XF	16K MAC 4K ARP/ NDP	100 Gbps Line-Rate	74.40 Mpps	Static: 894v4/126v6 RIP: 32v4	16Mb	<2.84.µs 1G <6.02µs 2.5G <0.81µs 10G								MSM4214X
M4250-16XF	16K MAC 4K ARP/ NDP	320 Gbps Line-Rate	238.08 Mpps	Static: 894v4/126v6 RIP: 32v4	16Mb	<1.30µs 1G <0.86µs 10G								XSM4216F

Ordering Information

NETGEAR AV Line M4250-10G2F-PoE+ 8x1G PoE+ 125W 2x1G and 2xSFP Managed Switch (GSM4212P)			
Americas	GSM4212P-100NAS	Optional AVB License	AVB4212P-10000S
Europe	GSM4212P-100EUS		
Asia Pacific	GSM4212P-100AJS		
China	GSM4212P-100PRS		
NETGEAR AV Line M4250-10G2XF-PoE+ 8x1G PoE+ 240W 2x1G and 2xSFP+ Managed Switch (GSM4212PX)			
Americas	GSM4212PX-100NAS	Optional AVB License	AVB4212PX-10000S
Europe	GSM4212PX-100EUS		
Asia Pacific	GSM4212PX-100AJS		
China	GSM4212PX-100PRS		
NETGEAR AV Line M4250-10G2XF-PoE++ 8x1G Utra90 PoE++ 802.3bt 720W 2x1G and 2xSFP+ Managed Switch (GSM4212UX)			
Americas	GSM4212UX-100NAS	Optional AVB License	AVB4212UX-10000S
Europe	GSM4212UX-100EUS		
Asia Pacific	GSM4212UX-100AJS		
China	GSM4212UX-100PRS		
NETGEAR AV Line M4250-12M2XF 12x2.5G and 2xSFP+ Managed Switch (MSM4214X)			
Americas	MSM4214X-100NAS	Optional AVB License	AVB4214X-10000S
Europe	MSM4214X-100EUS		
Asia Pacific	MSM4214X-100AJS		
China	MSM4214X-100PRS		
NETGEAR AV Line M4250-16XF 16x1G/10G Fiber SFP+ Managed Switch (XSM4216F)			
Americas	XSM4216F-100NAS	Optional AVB License	AVB4216F-10000S
Europe	XSM4216F-100EUS		
Asia Pacific	XSM4216F-100AJS		
China	XSM4216F-100PRS		

Warranty and Support

ProSAFE Limited Lifetime Hardware Warranty**	
90 days of Technical Support via phone and email*	Included, 90 days after purchase
Lifetime Technical Support through online chat	Included, lifetime
Lifetime Next Business Day hardware replacement	Included, lifetime
ProSUPPORT Support Contracts:	
PMB0312-10000S	OnCall 24x7 1-year Category 2
PMB0332-10000S	OnCall 24x7 3-year Category 2
PMB0352-10000S	OnCall 24x7 5-year Category 2
OnCall 24x7 extends the 90-day technical support for standard and advanced features to the length of the contract term.	
ProSUPPORT Installation Contract:	
PSB0304-10000S	Remote Installation Setup and Configuration Service Contract 2-hour planned appointment.



M4250 AVB Licenses are electronic SKUs. A license registration key is received by email and can be copied and pasted directly in the AV UI [Switch IP Address:8080] when the switch is online.

Modules

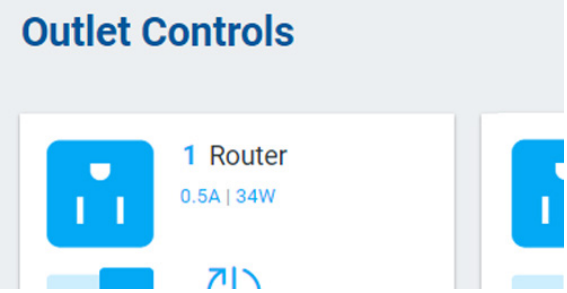
Modules	
AGM731F	1000BASE-SX SFP LC Transceiver (multimode, 550m OM4/OM3 50/125µm, 275m OM2/OM1 62.5/125µm)
AGM732F	1000BASE-LX SFP LC Transceiver (single mode, 10km 9/125µm)
AGM734-10000S	1000BASE-T SFP RJ45 Transceiver
AXC761-10000S	10G Direct Attach SFP+ to SFP+ 1 Meter Passive DAC Cable
AXC763 -10000S	10G Direct Attach SFP+ to SFP+ 3 Meter Passive DAC Cable
AXC765-10000S	10G Direct Attach SFP+ to SFP+ 5 Meter Active DAC Cable
AXC767 -10000S	10G Direct Attach SFP+ to SFP+ 7 Meter Active DAC Cable
AXC7610-10000S	10G Direct Attach SFP+ to SFP+ 10 Meter Active DAC Cable
AXC7615 -10000S	10G Direct Attach SFP+ to SFP+ 15 Meter Fiber DAC Cable
AXC7620 -10000S	10G Direct Attach SFP+ to SFP+ 20 Meter Fiber DAC Cable
AXM761-10000S	10GBASE-SR SFP+ LC Transceiver (multimode, 300m OM4/OM3 50/125µm, 33m OM2/OM1 62.5/125µm)
AXM761P10-10000S	Pack of 10 AXM761 Transceivers (multimode, 300m OM4/OM3 50/125µm, 33m OM2/OM1 62.5/125µm)
AXM762-10000S	10GBASE-LR SFP+ LC Transceiver (single mode, 10km 9/125µm)
AXM762P10-10000S	Pack of 10 AXM762 Transceivers (single mode, 10km 9/125µm)
AXM763-10000S	10GBASE-LRM SFP+ LC Transceiver (multimode, 260m OM4/OM3 50/125µm, 220m OM2/OM1 62.5/125µm)
AXM764-10000S	10GBASE-LR LITE SFP+ LC Transceiver (single mode, 2km 9/125µm)
AXM765-10000S	10GBASE-T SFP+ RJ45 Transceiver (30m)

** This product comes with a limited warranty that is valid only if purchased from a NETGEAR authorized reseller, and covers unmodified hardware, fans and internal power supplies – not software or external power supplies, and requires product registration at https://www.netgear.com/business/registration within 90 days of purchase; see https://www.netgear.com/about/warranty for details. Intended for indoor use only.

NETGEAR, Inc. 350 E. Plumeria Drive, San Jose, CA 95134-1911 USA, 1-888-NETGEAR (638-4327), E-mail: info@NETGEAR.com, www.NETGEAR.com

Maximum Power, Ultimate Control: Meet the 800 Series

WattBox 800 Series IP power conditioners come in professional-grade 6-, 8-, 12-, and 18-outlet models and feature individual outlet metering, surge protection, and power conditioning to cut down on service calls and protect your investment.

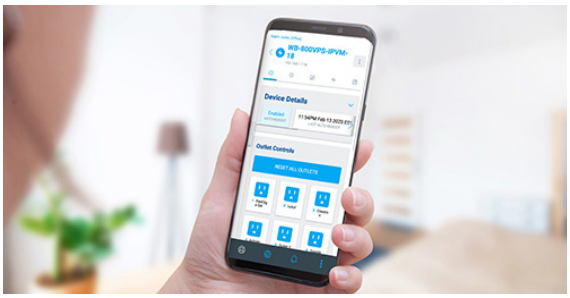


STAY CONNECTED

800 Series WattBox devices provide current and voltage readings for each outlet for advanced troubleshooting capabilities. If your service gets interrupted for any reason, your pro can remotely troubleshoot and get you back online quickly– often before you even know there's an issue.

STRESS LESS

Your 800 Series WattBox offers surge protection and even automatically disconnects in unsafe voltage conditions. These features keep your equipment from failing and provide critical protection for both your gear and your files.



TAKE CHARGE

OvrC continuously monitors your internet connection and reboot if needed, keeping you connected. Plus, with the OvrC Home app, you're empowered to take matters into your own hands and reset one or multiple devices with the click of a button.

	800 IPVM Series				
Models	WB-800VPS-IPVM-18	WB-800VPS-IPVM-12	WB-800-IPVM-12	WB-800CH1U-IPVM-8	WB-800-IPVM-6
Number of Outlet Options	18	12	12	9 (8 Rear, 1 Front)	6
Individual IP Outlet Control	●	●	●	Rear Outlets Only (8)	●
Individual Outlet Metering	●	●	●	Rear Outlets Only (8)	●
Ethernet Connectivity	●	●	●	●	●
Form Factor	50.5" Vertical Strip	36.5" Vertical Strip	2U Rackmount	1U Chassis	17" Vertical Strip, 1U x 17" (Rack width)
Circuit Breaker/Fuse Rating	15A	15A	15A	15A	15A
UL Certified Rating	12A	12A	12A	12A	12A
Voltage Rating	120V	120V	120V	120V	120V
Surge Joule Rating	3240J	2160J	3240J	3240J	1080J
Noise Filtration EMI/RF	●	●	●	●	
Safe Voltage	●	●	●	●	●
OvrC UPS/Battery Backup Link	●	●	●	●	●
Detachable IEC Power Cord	●	●	●	●	●
Volt/ Amp FacePlate				●	
Remote Firmware Upgrades	●	●	●	●	●
Self-healing Auto-Reboot	●	●	●	●	●
Scheduled Power Cycles	●	●	●	●	●
Remote Management	●	●	●	●	●
Mobile End-User App	●	●	●	●	●
Local Control API	●	●	●	●	●
Control Drivers					
Control 4	●	●	●	●	●
RTI	●	●	●	●	●
Elan	●	●	●	●	●
URC	●	●	●	●	●
Crestron	●	●	●	●	●

Product Data Sheet

FS SERIES
Fully Assembled Rack System w/ DC Fans

SR-FS-SYSTEM-DC- 15U / 21U / 27U

Product Overview

Package Contents

A. Top Cover
B. Frame
C. Front Door - Tinted Glass
D. Side Panel (x2)
E. Rear Panel
F. Bottom Cover
G. 2U Rack Shelf (varies per rack units)
H. 2U Vented Panel (varies per rack units)
I. Casters (x4)
J. DC Fans (x2)
K. Locking Door Latch
L. Door Latch Plate
M. Ground Studs (4) (located on top and bottom covers in the rear of rack)
N. Nylon Washers (3)
O. Pre-installed Bushings (3) (located inside hinge holes)

Key Features

- 750 lbs. Max Load Capacity
- Tamper Resistant Lock on Reversible Tempered Glass Front Door
- Removable Side and Rear Panels for Easy Serviceability
- Front and Rear Rails Tapped with 10/32 Threads to Allow for Mounting of Components in Front or Rear of Rack
- Superb Ventilation System - Strategically Placed Fans* & Vents to Ensure that Equipment Stays Cool
- Lifetime Limited Warranty

Included Accessories

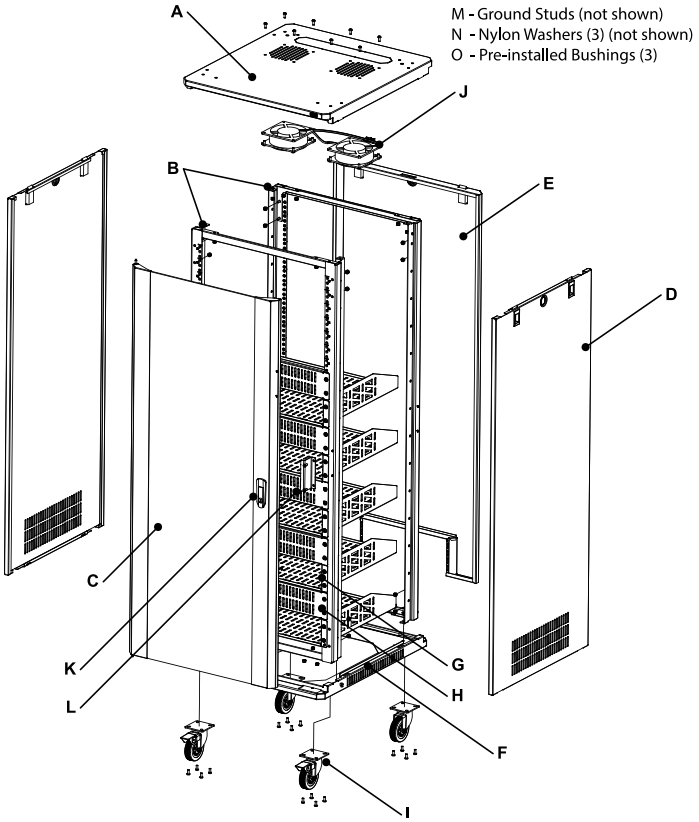
Each rack includes the following number of shelves and vent panels.

Rack	Shelves	Vented Panels
SR-FS-SYSTEM-DC-15U	2	2
SR-FS-SYSTEM-DC-21U	3	3
SR-FS-SYSTEM-DC-27U	5	5

***Notes: Fans are always on, we recommend they are plugged into a switching surge protector or AV receiver.**

Please be sure to check with local authorities in regard to code requirements for compliance.

If the door is rubbing against the base, then add the necessary amount of nylon washers (N) onto the bottom hinge pin to allow for extra clearance.



CAUTION!
When loading equipment into cabinet, ensure that the casters are locked, and load heavier equipment at the bottom of the rack.

Reversing Front Door

Tools Required:

#2 Phillips Head Screwdriver

Reversal Steps

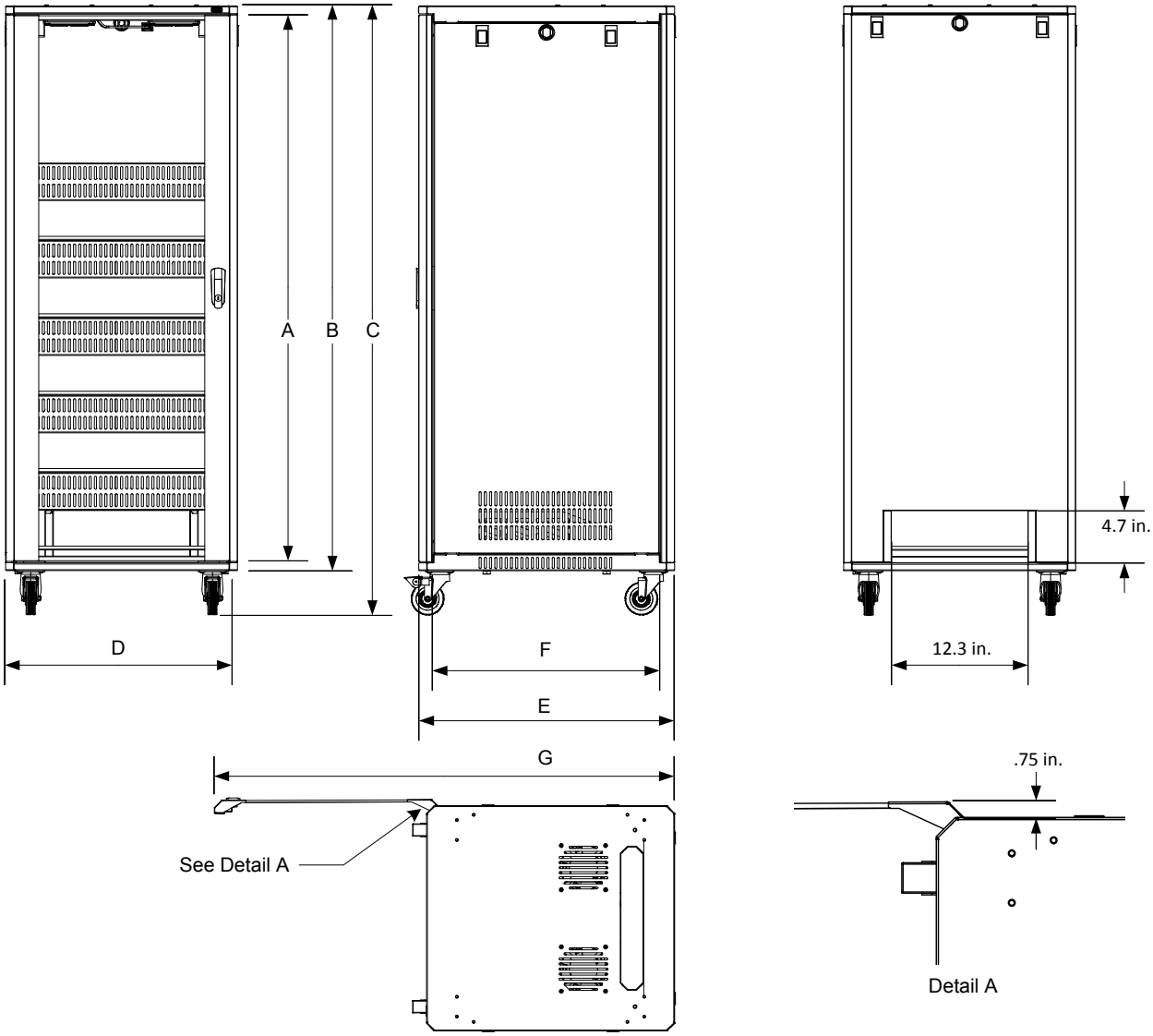
1. Remove both side panels (D), and open the front door (C).
2. Remove the Door Latch (K) by removing the clamp with a #2 Phillips screwdriver, and slide the latch out of the door.
3. Remove the Latch Plate (L) using a #2 Phillips screwdriver.
4. Pull the top and bottom hinge pins out of the locking position and slide the door up and out. Remove the bottom, pre-installed bushing (O).
5. Insert the bushing into the opposite bottom hinge pin hole.
6. Flip the door over, and slide the bottom hinge pin in first. Once in place, insert the top hinge pin. Ensure hinge pins are secure.
7. Attach the Latch Plate (L) to the rack opposite the door hinges using a #2 Phillips screwdriver.
8. Insert the Door Latch (K) into the door, and secure with the clamp using a #2 Phillips screwdriver.
9. Close and latch the door, and reattach the side panels (D).

Product Data Sheet

FS SERIES
Fully Assembled Rack System w/ DC Fans

SR-FS-SYSTEM-DC - 15U / 21U / 27U

Dimensions



Product	A-Racking Height	B-Height (Overall)	C-Height (With Casters)	D-Width (Overall)	E-Depth (Overall)	F-Usable Depth	G-Depth (Door Open)
SR-FS-SYSTEM-DC-15U	15U	30.25”	34”	21.1”	23.25”	18.25”	43.2”
SR-FS-SYSTEM-DC-21U	21U	40.75”	44.5”	21.1”	23.25”	18.25”	43.2”
SR-FS-SYSTEM-DC-27U	27U	51.25”	55”	21.1”	23.25”	18.25”	43.2”

Lifetime Limited Warranty

All Strong™ products have a Lifetime Limited Waranty. This warranty includes parts and labor repairs on all components found to be defective in material or workmanship under normal conditions of use. This warranty shall not apply to products which have been abused, modified or disassembled. Products to be repaired under this warranty must be returned to SnapAV or a designated service center with prior notification and an assigned return authorization number (RA).

For Technical Support: 1.866.838.5052

Dr. Rick Cobb
Superintendent

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1615

Mike Bryan
Executive Director of Operations

TO: The Board of Education and Dr. Rick Cobb, Superintendent

FROM: Mike Bryan, Executive Director of Operations

RE: Construction Management Services for Bond 37, FY24

DATE: December 11, 2023

Recommend approval to renew the contract with CMSWillowbrook for Districtwide Master Facilities Assessment and Bond Planning and Administration, to provide construction management services on all Bond 37 construction projects during the 2023-24 fiscal year. The original contract was approved June 13th, 2022, Board Meeting.

Thank you for your consideration.

Attachment

2023-24 ANNUAL RENEWAL
TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
AIA A133-2019 FOR MID-DEL SCHOOLS DATED JUNE 13TH, 2022
BETWEEN CMSWILLOWBROOK, INC. AND MID-DEL SCHOOLS

December 11, 2023

Mid-Del Schools
7217 SE 15th Street
Midwest City, Oklahoma 73110

Re: Bond Issue 2023

This annual renewal will result in a revision to the AIA Document A133-2019 Standard Form of Agreement between Owner and Construction Manager as Constructor as follows:

Annual extension of contract for 2023-2024

OWNER:
Mid-Del Schools
7217 SE 15th Street
Midwest City, Oklahoma 73110

By: _____
Dr. Silvya Kirk, President
Mid-Del Public Schools
Board of Education of Independent School
District No. 52, Midwest City-Del City Schools

Date : _____

CONSTRUCTION MANAGER
CMSWillowbrook, Inc.
620 E 36th Street
Oklahoma City, Oklahoma 73105

By: _____
Weston DeHart, President
CMSWillowbrook

Date : 11-29-23

AIA® Document A133™ – 2019

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

AGREEMENT made as of the 13th day of June in the year 2022
(In words, indicate day, month, and year.)

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

Mid-Del Schools
7217 SE 15th Street
Midwest City, OK 73110

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

CMSWillowbrook, Inc.
620 NE 36th St.
Oklahoma City, OK 73105

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

Mid-Del Schools
Master Facilities Planning

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

TBD

The Owner and Construction Manager agree as follows.

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

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

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

Init.
/

TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Part 1 District Assessment: produce facility condition assessment reports which involves a site inspection of all major building systems, including: Grounds & Sitework, Building Envelope, Interior Finishes, Mechanical/Electrical/Fire Protection, Casework & Millwork, ADA & Environmental.

Part 2 Bond Administration

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

multiple sites, district wide

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

Part 1 District Assessment: Not To Exceed $120,000.00

Part 2 Bond Administration: TBD

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

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

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

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

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

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

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

Mike Bryan
Executive Director of Operations
O: 405-737-4461 x1247
C: 405-640-4960

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

TBD – applicable to Part 2 only

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

.1 Geotechnical Engineer:

.2 Civil Engineer:

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

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

TBD

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

Rick Watts, Project Director
620 NE 36th St.
Oklahoma City, OK 73105
C: 405-574-2380

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

TBD in Part 2. Upon bond administration, the Owner and CM will outline a staffing plan which is acceptable to the district's representative.

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

per State Statutes

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

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

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

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

§ 2.2 Relationship of the Parties

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

§ 2.3 General Conditions

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

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

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

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

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

§ 3.1.3 Consultation

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

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

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

§ 3.1.4 Project Schedule

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

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

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

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

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

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

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

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

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

§ 3.1.11 Subcontractors and Suppliers

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

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

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

§ 3.1.12 Procurement

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

§ 3.1.13 Compliance with Laws

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

§ 3.1.14 Other Preconstruction Services

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

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

§ 3.2 Guaranteed Maximum Price Proposal

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

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

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

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

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

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

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

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

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

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

§ 3.3 Construction Phase

§ 3.3.1 General

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

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

§ 3.3.2 Administration

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

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

§ 3.3.2.3 Monthly Report

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

§ 3.3.2.4 Daily Logs

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

§ 3.3.2.5 Cost Control

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

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

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

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

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

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

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

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

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

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

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

§ 4.2 Owner's Designated Representative

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

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

§ 4.3 Architect

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

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

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

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

Part 1 District Assessment: Not to Exceed $120,000.00 to be billed at completion of each assessment. See Exhibit C for itemized breakdown by site.

Part 2 Bond Administration: 0.75% of the construction budget, only applicable upon bond passage subject to annual approval by Board of Education.

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

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

NA

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as

sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

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

§ 5.2 Payments

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

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

All payments per State Statutes

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

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

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

4% of the Final Construction Cost

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

%

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

10% Overhead + 5% Profit = 15% total

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

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

NA

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

§ 6.2 Guaranteed Maximum Price

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

§ 6.3 Changes in the Work

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

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

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

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

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

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

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

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

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

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

§ 7.2 Labor Costs

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

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

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

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

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining

agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

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

§ 7.3 Subcontract Costs

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

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

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

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

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

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

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

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

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

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

§ 7.6 Miscellaneous Costs

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

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

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

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

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ **7.6.4** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ **7.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ **7.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

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

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

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

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

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

§ **7.6.11** That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ **7.7.1** Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ **7.7.2** Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ **7.7.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ **7.7.4** The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ **7.8.1** For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

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

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.9** Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

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

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

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

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

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

Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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

ARTICLE 10 ACCOUNTING RECORDS

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

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

As per State Statutes

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (30) days after the Architect receives the Application for Payment.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the

Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Per State Statutes

§ 11.1.8.1.1 The following items are not subject to retainage:

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

General Conditions, General Requirements, Insurance, Bonds, Preconstruction fee, Permit fees (applicable to Part 2)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Per State Statutes

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for

Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

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

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the

Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

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

Per State Statutes

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

NA

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Owner's Representative

§ 12.2 Binding Dispute Resolution

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

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- **.1** Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- **.2** Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- **.3** Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

In the amount the construction manager has expended on the project at the date of the termination.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ **14.3.1.1** Commercial General Liability with policy limits of not less than ($1,000,000.00) for each occurrence and ($2,000,000.00) in the aggregate for bodily injury and property damage.

§ **14.3.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ($1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ **14.3.1.3** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ **14.3.1.4** Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ($1,000,000.00) each accident, ($1,000,000.00) each employee, and ($) policy limit.

§ **14.3.1.5** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($1,000,000.00) per claim and ($1,000,000.00) in the aggregate.

§ **14.3.1.6 Other Insurance**

Coverage	Limits
Personal & Advertising Injury	$1,000,000.00
General Aggregate	$2,000,000.00
Products-Completed Operations Aggregate	$2,000,000.00
Builders' Risk	TBD based on project details

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

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

§ **14.3.2 Construction Phase**

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

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

§ **14.4** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

§ **14.5** Other provisions:

If funding for Part 2 is not acquired and the project is abandoned by the Owner during the Pre-Construction phase, the Construction Manager will waive all compensation for the Preconstruction services performed in Part 2.

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed (Only applicable in Part 2)

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

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

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

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:

Exhibit C – List of District Facilities to be Assessed (Only Applicable in Part 1)

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Julian Biggers, President (or designee) Mid-Del Schools Board of Education	Weston DeHart, President CMSWillowbrook
(Printed name and title)	*(Printed name and title)*

EXHIBIT C

Exhibit C: Mid-Del Schools Facility Assessment 2022

Site Name	Date Built	Sq Ft	Addition Built	New Sq Ft	Total Sq Ft	2016 Report	Post 2016 Work	General - Site and Building			Building Systems			Report/Admin			Total Site Direct Cost
								Hours	Rate	Subtotal	Hours	Rate	Subtotal	Hours	Rate	Subtotal	
Elementary Schools x 13																	
*Barnes	1955	54,724			54,724			12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
*Cleveland Bailey	1963	48,389			48,389		X	12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
*Country Estates	1951	49,835			49,835			12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
*Del City Elementary	1948	96,347	2013	19,175	115,522		X	12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
*Epperly Heights	1951	76,898			76,898			12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
*Highland Park	1969	68,889			68,889			0	160.00	0.00	0	250.00	0.00	0	85.00	0.00	0.00
*Pleasant Hill	1935	49,556	2019	2,293	51,849		X	12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
*Ridgecrest	1958	39,590			39,590			12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
*Steed	1955	52,272			52,272			0	160.00	0.00	0	250.00	0.00	0	85.00	0.00	0.00
*Soldier Creek	2014	110,688			110,688		X	4	160.00	640.00	4	250.00	1,000.00	5	85.00	425.00	2,065.00
*Tinker	1969	50,123			50,123			12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
*Townsend	1953	57,980			57,980			12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
*Midwest City Elementary	2014	110,688			110,688		X	4	160.00	640.00	4	250.00	1,000.00	5	85.00	425.00	2,065.00
*Parkview	1973	64,610	2019	1,946	66,556			12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
*Schwartz	1893	41,278	2021	24,643	65,921		X	4	160.00	640.00	4	250.00	1,000.00	5	85.00	425.00	2,065.00
Middle Schools x 3																	
*CAMS	1971	126,320	2020	22,614	148,934		X	12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
*Del City Middle	1955	101,969	2020	32,667	134,636		X	12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
*Midwest City Middle	1956	120,242	2020	37,214	157,456		X	12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
High Schools x 12																	
*CAHS (SF includes buildings below)	1962	248,215	2020	13,770	261,985			16	160.00	2,560.00	4	250.00	1,000.00	5	85.00	425.00	3,985.00
*DCHS (")	1952	296,727	2021	17,652	314,379			16	160.00	2,560.00	4	250.00	1,000.00	5	85.00	425.00	3,985.00
*MCHS (")	1951	273,422	2021	21,727	295,149			16	160.00	2,560.00	4	250.00	1,000.00	5	85.00	425.00	3,985.00
Fieldhouses								0	160.00	0.00	0	250.00	0.00	0	85.00	0.00	0.00
*CAHS	2002							12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
*DCHS	1967						X	12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
*MCHS	1965						X	12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
Stadiums								0	160.00	0.00	0	250.00	0.00	0	85.00	0.00	0.00
*CAHS	1976		2020	*5,547*			X	12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
*DCHS	1953		2021	*13,329*			X	12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
*MCHS	1953		2021	*17,896*			X	12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
PACs								0	160.00	0.00	0	250.00	0.00	0	85.00	0.00	0.00
*CAHS	1973		2020	*8,223*			X	12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
*DCHS	1955		2021	*4,323*			X	12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
*MCHS	1955		2021	*3,831*			X	12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
Auxiliary x 9																	
*Tech Center	1965	134,687			134,687		X	16	160.00	2,560.00	4	250.00	1,000.00	5	85.00	425.00	3,985.00
*Administration	1990	37,712			37,712			8	160.00	1,280.00	4	250.00	1,000.00	5	85.00	425.00	2,705.00
*Transportation (old admin bldg.)	1962	17,322			17,322			4	160.00	640.00	4	250.00	1,000.00	5	85.00	425.00	2,065.00
*Bus Maintenance Garage	1993	7,500			7,500			2	160.00	320.00	4	250.00	1,000.00	5	85.00	425.00	1,745.00
*Maintenance Department	1967	43,091	2017	800	43,891			4	160.00	640.00	4	250.00	1,000.00	5	85.00	425.00	2,065.00
*Central Warehouse	1981	24,050			24,050			4	160.00	640.00	4	250.00	1,000.00	5	85.00	425.00	2,065.00
*Del Crest	1962	112,017			112,017			4	160.00	640.00	4	250.00	1,000.00	5	85.00	425.00	2,065.00
*Business & Industry Services (BIS)	Purchased 2005	10,640			10,640			4	160.00	640.00	4	250.00	1,000.00	5	85.00	425.00	2,065.00
*Support Services (print shop + transportation)	1951				multiple buildings	X		12	160.00	1,920.00	4	250.00	1,000.00	5	85.00	425.00	3,345.00
Summary																	
Total Square Feet					2,720,282												
Total Hours					715			382			148			185		**Total Cost**	**113,845.00**
Average Hours per Site (37 Sites Total)					19			10			4			5		Printing/Expenses	6,155.00
																Total Project Cost NTE	**120,000.00**

Dr. Rick Cobb
Superintendent

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1615

Mike Bryan
Executive Director of Operations

TO: The Board of Education and Dr. Rick Cobb, Superintendent

FROM: Mike Bryan, Executive Director of Operations

RE: Architectural Contracts for Construction Projects, Bond 37

DATE: December 11, 2023

Recommend approval of the following architectural contracts for planning, programming, and design development services, on the identified Bond 37 construction projects, during the 2023-2024 fiscal year:

1. **Larson Design Group (LDG/LWPB):**
   a. Townsend Elementary - New School
   b. Cleveland Bailey Elementary – Addition/Remodel & Storm Shelter
   c. Country Estates Elementary – Addition/Remodel & Storm Shelter
   d. Ridgecrest Elementary – Addition/Remodel & Storm Shelter
   e. Del City Middle School - Addition/Remodel
   f. Midwest City Middle School - Addition/Remodel
   g. Carl Albert Middle School – Addition/ADA Skywalk & Tennis Courts
   h. Carl Albert High School Stadium - Upgrades
2. **MA+ Architecture:**
   a. Carl Albert High School - Addition/Storm Shelter & Multipurpose Facility
   b. Del City High School - Addition/Storm Shelter & Multipurpose Facility
   c. Midwest City High School - Addition/Storm Shelter & Multipurpose Facility
3. **Michael McCoy Architects:**
   a. Barnes Elementary - Storm Shelter
   b. Epperly Elementary - Storm Shelter
   c. Tinker Elementary - Storm Shelter
   d. Carl Albert High School - PAC Seating, Lighting & Sound
   e. Del City High School - PAC Seating, Lighting & Sound
   f. Midwest City High School - PAC Seating, Lighting & Sound
4. **Design Architects Plus:**
   a. Carl Albert High School - Softball & Baseball Stadium Upgrades
   b. Del City High School - Softball & Baseball Stadium Upgrades
   c. Midwest City High School - Softball & Baseball Stadium Upgrades

Thank you for your consideration.
Attachments

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Eleventh day of December in the year Two Thousand Twenty-Three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Mid-Del Public Schools, ISD #52
7217 SE 15th St.
Midwest City, OK 73110
Telephone Number: 405-737-4461

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

Larson Design Group
3817 NW Expressway, Suite 840, Oklahoma City, OK 73112
Telephone Number: 405-722-7270

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

- New Townsend Elementary
- Cleveland Bailey Elementary Renovation & Classroom / Storm Shelter Addition
- Country Estates Elementary Renovation & Classroom / Storm Shelter Addition
- Ridgecrest Elementary Renovation & Classroom / Storm Shelter Addition
- Carl Albert High School Gary Rose Stadium Projects
- Midwest City Middle School Kitchen / Cafeteria / Classroom Expansion
- Del City, Middle School Kitchen / Cafeteria / Classroom Expansion
- Carl Albert Middle School Classroom Addition

The Construction Manager (if known):
(Name, legal status, address, and other information)

CMSWillowbrook Inc.
620 NE 36th
Oklahoma City, OK 73105
Telephone Number: 405-224-1554

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 is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; 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; and A134–2019™ 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 without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

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

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

See Exhibit A.

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

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] 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.

[ ] AIA Document A134–2019, 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 without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

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

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

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Mike Bryan, Chief Operations Officer
405 - 737 - 4461

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

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

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

.2 Land Surveyor:

.3 Geotechnical Engineer:

.4 Civil Engineer:

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Jeffrey A. Wegener, AIA
405 - 919 - 2466

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for 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.

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars and no cents ($ 1,000,000.00) for each occurrence and two million dollars and no cents ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ($) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one hundred thousand dollars and no cents ($ 100,000.00) each accident, one hundred thousand dollars and no cents ($ 100,000.00) each employee, and one hundred thousand dollars and no cents ($ 100,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars and no cents ($ 2,000,00.00) per claim and tow million dollars and no cents ($ 2,000,000.00) in the aggregate.

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

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents

shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means,

methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Architect - no charge
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Architect - no charge
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect - See 4.1.2.1 below
§ 4.1.1.10 Landscape design	Architect - See 4.1.2.1 below
§ 4.1.1.11 Architectural interior design	Architect - See 4.1.2.1 below
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Construction Manager
§ 4.1.1.14 On-site project representation	Construction Manager
§ 4.1.1.15 Conformed documents for construction	Architect - no charge
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings	Construction Manager
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided

§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22	Telecommunications/data design	Architect - See 4.1.2.1 below
§ 4.1.1.23	Security evaluation and planning	Not Provided
§ 4.1.1.24	Commissioning	Not Provided
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26	Historic preservation	Not Provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29	Other Supplemental Services	
§ 4.1.1.30	Food Service design	Architect - See 4.1.2.1 below
§ 4.1.1.31	Peer review	Architect - See 4.1.2.1 below

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.1.9 Civil Engineering - See Exhibit C.

§ 4.1.1.10 Landscape Design - Landscape design is to meet City at Midwest City and the City of Del City landscape requirements. Drip irrigations is included (No lawn irrigation).

§ 4.1.1.22 Telecommunications / data design - Includes Voice/data/wireless design/AV design. and security and surveillance systems.

§ 4.1.1.30 Food Service Design - Full servicfe kitchen design.

§ 4.1.1.31 Peer Review - Storm Shelter peer review as required by ICC500

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

.3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect;

.12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

.13 Services necessitated by the Owner's delay in engaging the Construction Manager;

.14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or

.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- **.1** Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- **.2** Forty (40) visits to the site by the Architect during construction (Per project).
- **.3** Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- **.4** Two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation,

ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

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

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** terminate in accordance with Section 9.5;
- **.3** in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.4** implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols

established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of

this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration
§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

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

§ 8.3.4 Consolidation or Joinder
§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

(Paragraph Deleted)

Based on the blend of 6% and 8% fees, as follows

- New Townsend Elementary - Six Percent (6) %
- Cleveland Bailey Elementary Renovation & Classroom / Storm Shelter Addition – Seven and Three Fourths Percent (7 ¾) %
- Country Estates Elementary Renovation & Classroom / Storm Shelter Addition -- Seven and Three Fourths Percent (7 ¾) %
- Ridgecrest Elementary Renovation & Classroom / Storm Shelter Addition– Seven and Three Fourths Percent (7 ¾) %
- Carl Albert High School Gary Rose Stadium Projects - Six Percent (6) %
- Midwest City Middle School Kitchen / Cafeteria / Classroom Expansion Six and One Half Percent (6 ½) %
- Del City, Middle School Kitchen / Cafeteria / Classroom Expansion - Six and One Half Percent (6 ½) %
- Carl Albert Middle School Classroom Addition - Six and One Fourths Percent (6 ¼) %

of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

An agreed-to fixed sum to be developed for supplemented services at each project

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty-five percent (25 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase		Fifteen	percent (	15	%)
Design Development Phase		Twenty-five	percent (	25	%)
Construction Documents Phase		Thirty-five	percent (	35	%)
Bid Phase	Five		percent(	5	%)
Construction Phase		Twenty	percent (	20	%)
Total Basic Compensation		one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 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.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** Postage, handling, and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- **.8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of zero dollars and no cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit A – Final Bond Project 7.10.23 (BUDGETS)
Exhibit B - Larson Design Group Wage and Rates Schedule

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Dr. Silvya Kirk, Board of Education President	Jeffrey A. Wegener, AIA, Sr. Practice Manager
(Printed name and title)	*(Printed name, title, and license number, if required)*

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the First day of December in the year Two Thousand Twenty-three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Mid-Del Schools
7217 SE 15th Street
Midwest City, OK 73110
Telephone Number: (405)737-4461

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

MA+ Architecture, LLC
4000 N. Classen Blvd., Suite 100N
Oklahoma City, OK 73118
Telephone Number: (405)525-8806

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

Mid-Del Schools 2023 Bond Projects
Midwest City High School Fine: Arts Addition/Storm Shelter
Del City High School: Band & Orchestra/Storm Shelter
Carl Albert High School: Classroom Addition/Storm Shelter, Band Storage Addition & Parking Lot
Midwest City High School: Multi-Purpose Practice & Events Facility
Del City High School: Multi-Purpose Practice & Events Facility, Parking Lot
Carl Albert High School: Multi-Purpose Practice & Events Facility

The Construction Manager (if known):
(Name, legal status, address, and other information)

CMSWillowbrook, Inc.
620 NE 36th Street
Oklahoma City, OK 73105
Telephone Number: (405)224-1554

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 is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; 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; and A134–2019™ 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 without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Architectural design services for projects at Midwest City High School, Carl Albert High School & Del City High School.

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

To be determined.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To be determined.

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

.1 Design phase milestone dates, if any:

To be determined.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] 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.

[ ] AIA Document A134–2019, 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 without a Guaranteed Maximum Price.

§ 1.1.6 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Mike Bryan
7217 SE 15th Street
Midwest City, OK 73110
Telephone Number: (405)737-4461 Ext. 1247
Mobile Number: (405)640-4960

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

To be determined.

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

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

CMS Willowbrook, Inc.

.2 Land Surveyor:

To be determined.

.3 Geotechnical Engineer:

To be determined.

.4 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

To be determined.

§ 1.1.9 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Gary L. Armbruster, AIA, ALEP
Principal
4000 N. Classen Blvd., Suite 100N
Oklahoma City, OK 73118
Telephone Number: (405)525-8806

§ 1.1.10 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)
(Paragraphs deleted)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Kirkpatrick Forst Curtis, PC
525 Central Park Drive, Suite 202
Oklahoma City, OK 73105
Telephone Number: (405)525-4596

.2 Mechanical Engineer:

Allen Consulting, Inc.
110 N. Mercedes Drive, Suite 100
Norman, OK 73069
Telephone Number: (405)447-2282

.3 Electrical Engineer:

Allen Consulting, Inc.
110 N. Mercedes Drive, Suite 100
Norman, OK 73069
Telephone Number: (405)447-2282

.4 Civil Engineer:

Smith Roberts Baldischwiler, LLC
2500 McGee Drive
Norman, OK 73072
Telephone Number: (405)418-2288

§ 1.1.11.2 Consultants retained under Supplemental Services:

Unknown at this time.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for 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.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) for each occurrence and Four Millions Dollars and Zero Cents ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) per claim and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional

insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or

procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design

Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and

other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Assistance with Selection of Construction Manager	Not provided.
§ 4.1.1.2 Programming	Architect & Owner.
§ 4.1.1.3 Multiple Preliminary Designs	The Architect shall provide up to two (2) Preliminary Designs as Part of Basic Services. Additional Preliminary Designs will be an Additional Service.
§ 4.1.1.4 Measured drawings	N/A
§ 4.1.1.5 Existing facilities surveys	Architect.
§ 4.1.1.6 Site evaluation and planning	Architect & Owner.

(Rows deleted)

§ 4.1.1.7 Civil engineering	Architect.
§ 4.1.1.8 Landscape design	Additional Service. Reimbursable Expense.
§ 4.1.1.9 Architectural interior design	Architect.
§ 4.1.1.10 Value analysis	Architect.
§ 4.1.1.11 Cost estimating	Construction Manager.
§ 4.1.1.12 On-site project representation	Architect, provided on a periodic basis.

(Row deleted)

§ 4.1.1.13 Conformed documents for construction	Architect.
§ 4.1.1.14 As-designed record drawings	Architect.
§ 4.1.1.15 As-constructed record drawings	Construction Manager & Architect.
§ 4.1.1.16 Audio/Visual Design	Additional Service. Reimbursable expense.
(Rows deleted)	
§ 4.1.1.17 Acoustical Design	Additional Service. Reimbursable expense.
(Rows deleted)	
§ 4.1.1.18 Furniture, furnishings, and equipment design	Additional Service. Reimbursable expense.
§ 4.1.1.19 Storm Shelter Structural Peer Review	Additional Service. Reimbursable expense.
(Row deleted)	
§ 4.1.1.20 Storm Shelter Non-Structural Peer Review	Additional Service. Reimbursable expense.
(Row deleted)	
§ 4.1.1.21 Enhanced Structural Storm Shelter Observations	Additional Service. Reimbursable expense.

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

Geotechnical engineering, land survey, landscape design, audio/visual design, acoustical design, storm shelter peer review (structural and non-structural), and enhanced structural storm shelter observations will initially be paid by the Architect. The Architect will then bill the Owner for reimbursement plus 10% administrative costs.

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

.3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;
.9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
.11 Assistance to the Initial Decision Maker, if other than the Architect;
.12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
.13 Services necessitated by the Owner's delay in engaging the Construction Manager;
.14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
.2 Average of once a week visits to the site by the Architect during construction
.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ **5.2** The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ **5.3** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ **5.3.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ **5.4** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

§ **5.7** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

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

§ **5.9** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ **5.10** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ **5.12** The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ **5.13** The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ **5.14** The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ **5.15** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ **5.16** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ **6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ **6.2** The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ **6.3** The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.
§ **6.3.1** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ **6.4** If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ **6.5** If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation

shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

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

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ **9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ **9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ **9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not applicable.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Owner cannot use the Architect's Instruments of Services without their written consent. At that time a fee will be negotiated between the Owner and Architect for that use.

§ **9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ **9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ **10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ **10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ **10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ **10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ **10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1
(Paragraphs deleted)
Percentage Basis
(Insert percentage value)

Seven (7) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
(Paragraphs deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1, the Owner shall compensate the Architect as follows:

Amount invoiced plus ten percent (10.00%) mark-up.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services will be billed on an hourly basis. Hourly Rates to be updated yearly.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ **11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
(Row deleted)				
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ **11.6** When compensation identified in Section 11.1 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.

§ **11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

(Table deleted)
(Paragraphs deleted)
§ 11.8 Compensation for Reimbursable Expenses
§ **11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1
(Paragraphs deleted)
Permitting and other fees required by authorities having jurisdiction over the Project;

.2 Printing, reproductions, plots, and standard form documents;
(Paragraphs deleted)

.3 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
(Paragraph deleted)

.4 All taxes levied on professional services and on reimbursable expenses;
(Paragraph deleted)

.5 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and

.6 Other similar Project-related expenditures.

§ **11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional
(Paragraphs deleted)
coverages.

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)
§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Paragraphs deleted)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:
.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
(Paragraphs deleted)
This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Dr. Silvya Kirk, President (or designee) Mid-Del Schools Board of Education	Gary L. Armbruster, AIA, ALEP Principal
(Printed name and title)	*(Printed name, title, and license number, if required)*

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 11th December, 2023 day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Mid-Del Public Schools ISD 52
7217 SE 15th Street, Midwest City, OK 73110

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

Michael McCoy Architects, Inc.
605 NW 6th Street, Oklahoma City, OK 73102

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

2023 Performing Arts Center Improvements at CAHS, DCHS & MCHS

Carl Albert High School (CAHS) Performing Arts Center - Seating improvements, lighting improvements, sound system improvements. Del City High School (DCHS) Performing Arts Center - Seating improvements, lighting improvements, sound system improvements. Midwest City High School (MCHS) Performing Arts Center - Seating improvements, lighting improvements, sound system improvements.

The Construction Manager (if known):
(Name, legal status, address, and other information)

CMSWillowbrook
620 N. E. 36th, OKC, OK 73015

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 is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; 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; and A134–2019™ 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 without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
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TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Carl Albert High School (CAHS), Del City High School (DCHS) Midwest City High School (MCHS) Performing Arts Center Seating, Lighting & Sound System Imrpovements

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

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

TBD

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

.1 Design phase milestone dates, if any:

February 1, 2024

.2 Construction commencement date:

April 30, 2024

.3 Substantial Completion date or dates:

November, 2024

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] 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.

[ ] AIA Document A134–2019, 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 without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

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

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

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

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

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

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

.2 Land Surveyor:

.3 Geotechnical Engineer:

.4 Civil Engineer:

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Michael McCoy

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

DA Engineering

6701 Broadway Extension, Oklahoma City, OK 73116

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for 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.

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One million dollars ($ 1,000,000) for each occurrence and Two million dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One hundred tousand dollars ($ 100,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One million dollars ($ 1,000,000) per claim and One million dollars ($ 1,000,000) in the aggregate.

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

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents

shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means,

methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Owner/Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Architect
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Not Provided
§ 4.1.1.10 Landscape design	Not Provided
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	CM
§ 4.1.1.17 As-constructed record drawings	CM
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided

§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22	Telecommunications/data design	Owner
§ 4.1.1.23	Security evaluation and planning	Not Provided
§ 4.1.1.24	Commissioning	Not Provided
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26	Historic preservation	Not Provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29	Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

.3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect;

.12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

.13 Services necessitated by the Owner's delay in engaging the Construction Manager;

.14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or

.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 Four (4) visits to the site by the Architect during construction

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion

of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

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

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of

the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

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

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Seven (7) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Zero	percent (	0	%)
Design Development Phase	Forty-five	percent (	45	%)
Construction Documents Phase	Forty-five	percent (	45	%)
Construction Phase	Ten	percent (	10	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 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.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Compensation negotiated and pre-approved by Owner. Compensation will be hourly as agreed by lump sum.
Senior Architects $150.00
Architect $70.00
Administrative/Secretarial $35.00

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

[ ] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

-See attached signatures page-	-See attached signatures page-
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Dr. Silvya Kirk, President	
MidDel Public Schools Board of Education	Michael McCoyPresident
(Printed name and title)	*(Printed name, title, and license number, if required)*

Signatures Page

Michael McCoy

Digitally signed by Michael McCoy
Date: 2023.11.20 13:57:07 -06'00'

Init.

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AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 11th December, 2023 day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Mid-Del Schools ISD 52
7217 SE 15th Street, Midwest City, OK 73110

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

Michael McCoy Architects
605 NW 6th Street, Oklahoma City, OK 73102

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

2023 Multi-classroom additions to include storm shelters

Epperly Heights Elementary Multi-classroom addition to include a storm shelter; Barnes Elementary Multi-classroom addition to include a storm shelter; Tinker Elementary Multi-classroom addition to include a storm shelter

The Construction Manager (if known):
(Name, legal status, address, and other information)

CMSWillowbrook
620 NE 36th St, Oklahoma City, OK 73105

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 is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; 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; and A134–2019™ 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 without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Epperly Heights Elementary, Barnes Elementary, and Tinker Elementary multi-classroom addition to include safe room at each school

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

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Epperly Heights Elementary $2.7 million total project budget, Barnes Elementary $2.7 million total project budget, Tinker Elementary $2.7 million total project budget

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

.1 Design phase milestone dates, if any:

July, 2024

.2 Construction commencement date:

January 1, 2025

.3 Substantial Completion date or dates:

June, 2026

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] 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.

[ ] AIA Document A134–2019, 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 without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

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

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

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

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

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

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

.2 Land Surveyor:

.3 Geotechnical Engineer:

.4 Civil Engineer:

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Michael McCoy

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Kirkpatrick Forest Curtis PC

525 Central Park Drive, Suite 202, Oklahoma City, OK 73105

.2 Mechanical Engineer:

DA Engineering

6701 Broadway Extension, Oklahoma City, OK 73116

.3 Electrical Engineer:

DA Engineering

6701 Broadway Extension, Oklahoma City, OK 73116

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for 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.

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($ 1000000.00) for each occurrence and Two Million Dollars and Zero Cents ($ 2000000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Hundred Thousand Dollars and Zero Cents ($ 100000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars and Zero Cents ($ 1000000.00) per claim and One Million Dollars and Zero Cents ($ 1000000.00) in the aggregate.

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

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents

shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means,

methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Owner/Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Architect
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Not Provided
§ 4.1.1.10 Landscape design	Not Provided
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	CM
§ 4.1.1.17 As-constructed record drawings	CM
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided

§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22	Telecommunications/data design	Owner
§ 4.1.1.23	Security evaluation and planning	Not Provided
§ 4.1.1.24	Commissioning	Not Provided
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26	Historic preservation	Not Provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29	Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

.3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect;

.12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

.13 Services necessitated by the Owner's delay in engaging the Construction Manager;

.14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or

.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 Four (4) visits to the site by the Architect during construction

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion

of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

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

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of

the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

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

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight (8.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Zero	percent (	0	%)
Design Development Phase	Forty-five	percent (	45	%)
Construction Documents Phase	Forty-five	percent (	45	%)
Construction Phase	Ten	percent (	10	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 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.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Compensation negotiated and pre-approved by Owner. Compensation will be hourly as agreed by lump sum.
Senior Architect $150.00
Architect $70.00
Administrative/Secretarial $35.00

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

[ ] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

-See attached signatures page-	-See attached signatures page-
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Dr. Silvya Kirk, President	
MidDel Public Schools Boad of Education	Michael McCoy, President
(Printed name and title)	*(Printed name, title, and license number, if required)*

Signatures Page

Michael McCoy

Digitally signed by Michael McCoy
Date: 2023.11.21 12:02:42 -06'00'

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 11 day of December in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Mid-Del Public Schools
I.S.D. No 52
7217 S.E. 15th Street
Midwest City, Oklahoma 73110

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

Design Architects Plus, Inc.
1501 S.W. 104th
Oklahoma City, OK 73159
405.691.9900

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

Mid Del Public Schools 2023 Bond
To include but not limited to the Renovation to the Baseball and Softball Fields at Midwest City High School, Carl Albert High School and Del City High School.

The Construction Manager (if known):
(Name, legal status, address, and other information)

CMS Willowbrook
620 NE 36th
Oklahoma City, OK 73105

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 is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; 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; and A134–2019™ 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 without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program is based on CM and Owners bond amounts approved by the Board. In general each field will receive updates to locker rooms, concession, dugouts, field lighting, backstop netting and scoreboards.

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

To be determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To be determined

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

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

Coordinate construction with Baseball and Softball seasons

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] 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.

[ ] AIA Document A134–2019, 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 without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

N/A

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

None

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

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Mike Bryan
Mid Del Public Schools
mbryan@mid-del.net
7217 S.E. 15th Street
Midwest City, Oklahoma 73110

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

N/A

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

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

As Listed Above

.2 Land Surveyor:

.3 Geotechnical Engineer:

Provided and Paid by the Owner, coordinated by the Architect

.4 Civil Engineer:

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

All Special Inspections and Material Testing

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Mr. Kahle Wilson, AIA
Design Architects Plus, Inc.
1501 SW 104th
(405) 691-9900
kwilson@dap-okc.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

KFC Engineering
525 Central Park Dr. Suite 202
Oklahoma City, Oklahoma 73105

.2 Mechanical Engineer:

Allen Consulting, Inc.
110 N. Mercedes
Norman, Oklahoma 73069

.3 Electrical Engineer:

Allen Consulting, Inc.
110 N. Mercedes
Norman, Oklahoma 73069

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

Civil Engineering will be provided with this project.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for 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.

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and One Million Dollars ($ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than on hundered thousand dollars ($ 100,000) each accident, one hundred thousand dollars ($ 100,000) each employee, and five hundred thousand dollars ($ 500,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars ($ 1,000,000) per claim and one million dollars ($ 1,000,000) in the aggregate.

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

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall

illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Assistance with Selection of Construction Manager	N/A
§ 4.1.1.2 Programming	N/A
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	N/A
§ 4.1.1.5 Existing facilities surveys	Architect
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	N/A
§ 4.1.1.8 Development of Building Information Models for post construction use	N/A
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	N/A
§ 4.1.1.13 Cost estimating	N/A
§ 4.1.1.14 On-site project representation	N/A
§ 4.1.1.15 Conformed documents for construction	N/A
§ 4.1.1.16 As-designed record drawings	N/A
§ 4.1.1.17 As-constructed record drawings	Architect /CM
§ 4.1.1.18 Post-occupancy evaluation	N/A
§ 4.1.1.19 Facility support services	N/A
§ 4.1.1.20 Tenant-related services	N/A
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect/Owner
§ 4.1.1.22 Telecommunications/data design	Architect Infrastructure Only
§ 4.1.1.23 Security evaluation and planning	Owner
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.26 Historic preservation	N/A
§ 4.1.1.27 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.28 Other services provided by specialty Consultants	N/A
§ 4.1.1.29 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Advertising and Permit cost will be provided as a reimbursable expense at cost of the permit plus 10%. This may also be provided by the Owner or CM.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- **.2** Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- **.3** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.4** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.5** Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.6** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- **.7** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- **.8** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.9** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect;
.12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
.13 Services necessitated by the Owner's delay in engaging the Construction Manager;
.14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
.2 Weekly (as needed) visits to the site by the Architect during construction
.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of

any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** terminate in accordance with Section 9.5;
- **.3** in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.4** implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

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

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination,

Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

As per item 9.6 above

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

1. A licensing Fee equal to ten percent (10%) of the total anticipated Basic Services Fee shall be paid to the Architect.
2. Said Licensing Fee is above and beyond the Architect's Basic Services Fee and any reimbursable or Additional Services Fee.
3. All outstanding invoices shall have been paid by the Owner prior to acceptance of the Licensing Fee by the Architect.
4. The Owner shall not use the Instruments of Service for other projects, unless the Owner obtains the prior written agreement of the Architect.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)
For services rendered during the planning of the Work described in § 3.1 through 3.5, the basis of the fee shall be the Estimate of the Cost of the Work submitted by the Construction Manager and approved by the Owner. The fee shall remain constant (except by increase for scope that may from time to time be approved by the Owner) until a Guaranteed Maximum Price (GMP) has been established by competitive bidding and the Owner awards construction contracts. If the Guaranteed Maximum Price (GMP) for construction is greater than the Estimate of the Cost of the Work, compensation shall be increased proportionately. If the Guaranteed Maximum Price (GMP) for construction is less than the estimate of the Cost of the Work, compensation shall be reduced proportionately.

Seven (7) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. total construction cost including all alternates that are included in the Construction Documents. This includes alternates that are not accepted. The percentage includes the Construction Manager fees, General Conditions and Change Orders that may be approved during the project. If Owner does not build the project the Architect shall be compensated for his Services.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be determined based on the Services to be provided. Fee to be mutually agreed to by both the Owner and Architect

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty Five	percent (	25	%)
Construction Documents Phase	Forty	percent (	40	%)
Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 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.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, including Alternates, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Principal Structural Engineer	$200.00
Principal Architect	$195.00
Principal Mechanical/Electrical	$195.00
Project Architect	$145.00

Project Manager	$125.00
Structural Engineer	$195.00
Mechanical Engineer	$180.00
Electrical Engineer	$180.00
CADD Technician	$85.00
Clerical	$61.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2**
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** Postage, handling, and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- **.8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- **.9**
- **.10** Site office expenses;
- **.11** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- **.12** Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

(Paragraphs deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

N/A %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Architect will not knowingly allow any employee of the Architect to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) ears have elapsed since the date of the criminal conviction or € the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

The Architect agrees to request similar compliance statements from the Contractor on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.

§ 12.2 If the Owner chooses to act as his own Construction Manager, the Architect shall be retained for any issues during the Construction Phase. By executing this Agreement, the Owner in the capacity of Construction Manager acknowledges and assumes all responsibility for all Construction Means and Methods and waives any and all liability of the Architect and the Architect's Consulting Engineers.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

(Paragraphs deleted)

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
	Mr. Kahle Wilson, AIA President
(Printed name and title)	*(Printed name, title, and license number, if required)*

Additions and Deletions Report for

AIA® Document B133® – 2019

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:41:28 ET on 11/30/2023.

PAGE 1

AGREEMENT made as of the 11 day of December in the year 2023

...

Mid-Del Public Schools
I.S.D. No 52
7217 S.E. 15th Street
Midwest City, Oklahoma 73110

...

Design Architects Plus, Inc.
1501 S.W. 104th
Oklahoma City, OK 73159
405.691.9900

...

Mid Del Public Schools 2023 Bond
To include but not limited to the Renovation to the Baseball and Softball Fields at Midwest City High School, Carl Albert High School and Del City High School.

...

CMS Willowbrook
620 NE 36th
Oklahoma City, OK 73105

PAGE 2

Program is based on CM and Owners bond amounts approved by the Board. In general each field will receive updates to locker rooms, concession, dugouts, field lighting, backstop netting and scoreboards.

...

To be determined

...

To be determined

...

To be determined

PAGE 3

Coordinate construction with Baseball and Softball seasons

...

[X] 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.

...

N/A

...

None

...

Mike Bryan
Mid Del Public Schools
mbryan@mid-del.net
7217 S.E. 15th Street
Midwest City, Oklahoma 73110

PAGE 4

N/A

...

As Listed Above

...

Provided and Paid by the Owner, coordinated by the Architect

...

All Special Inspections and Material Testing

...

Mr. Kahle Wilson, AIA
Design Architects Plus, Inc.
1501 SW 104th
(405) 691-9900
kwilson@dap-okc.com

...

KFC Engineering
525 Central Park Dr. Suite 202
Oklahoma City, Oklahoma 73105

PAGE 5

Allen Consulting, Inc.
110 N. Mercedes
Norman, Oklahoma 73069

...

Allen Consulting, Inc.
110 N. Mercedes
Norman, Oklahoma 73069

...

Civil Engineering will be provided with this project.
PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and One Million Dollars ($ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than on hundered thousand dollars ($ 100,000) each accident, one hundred thousand dollars ($ 100,000) each employee, and five hundred thousand dollars ($ 500,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars ($ 1,000,000) per claim and one million dollars ($ 1,000,000) in the aggregate.
PAGE 12

§ 4.1.1.1	Assistance with Selection of Construction Manager	N/A
§ 4.1.1.2	Programming	N/A
§ 4.1.1.3	Multiple Preliminary Designs	Architect
§ 4.1.1.4	Measured drawings	N/A
§ 4.1.1.5	Existing facilities surveys	Architect
§ 4.1.1.6	Site evaluation and planning	Architect
§ 4.1.1.7	Building Information Model management responsibilities	N/A
§ 4.1.1.8	Development of Building Information Models for post construction use	N/A
§ 4.1.1.9	Civil engineering	Architect
§ 4.1.1.10	Landscape design	Architect
§ 4.1.1.11	Architectural interior design	Architect
§ 4.1.1.12	Value analysis	N/A
§ 4.1.1.13	Cost estimating	N/A
§ 4.1.1.14	On-site project representation	N/A
§ 4.1.1.15	Conformed documents for construction	N/A
§ 4.1.1.16	As-designed record drawings	N/A
§ 4.1.1.17	As-constructed record drawings	Architect /CM
§ 4.1.1.18	Post-occupancy evaluation	N/A
§ 4.1.1.19	Facility support services	N/A
§ 4.1.1.20	Tenant-related services	N/A
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Architect/Owner
§ 4.1.1.22	Telecommunications/data design	Architect Infrastructure Only
§ 4.1.1.23	Security evaluation and planning	Owner
§ 4.1.1.24	Commissioning	Owner
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.26	Historic preservation	N/A
§ 4.1.1.27	Furniture, furnishings, and equipment design	N/A
§ 4.1.1.28	Other services provided by specialty Consultants	N/A
§ 4.1.1.29	Other Supplemental Services	N/A

PAGE 13

Advertising and Permit cost will be provided as a reimbursable expense at cost of the permit plus 10%. This may also be provided by the Owner or CM.

...

N/A

PAGE 14

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 Weekly (as needed) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 15

~~**§ 5.8** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~

PAGE 18

[X] Litigation in a court of competent jurisdiction

PAGE 20

As per item 9.6 above

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

1. A licensing Fee equal to ten percent (10%) of the total anticipated Basic Services Fee shall be paid to the Architect.
2. Said Licensing Fee is above and beyond the Architect's Basic Services Fee and any reimbursable or Additional Services Fee.
3. All outstanding invoices shall have been paid by the Owner prior to acceptance of the Licensing Fee by the Architect.
4. The Owner shall not use the Instruments of Service for other projects, unless the Owner obtains the prior written agreement of the Architect.

PAGE 21

For services rendered during the planning of the Work described in § 3.1 through 3.5, the basis of the fee shall be the Estimate of the Cost of the Work submitted by the Construction Manager and approved by the Owner. The fee shall remain constant (except by increase for scope that may from time to time be approved by the Owner) until a Guaranteed Maximum Price (GMP) has been established by competitive bidding and the Owner awards construction contracts. If the Guaranteed Maximum Price (GMP) for construction is greater than the Estimate of the Cost of the Work, compensation shall be increased proportionately. If the Guaranteed Maximum Price (GMP) for construction is less than the estimate of the Cost of the Work, compensation shall be reduced proportionately.
~~(~~Seven (7) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. total construction cost including all alternates that are included in the Construction Documents. This includes alternates that are not accepted. The percentage includes the Construction Manager fees, General Conditions and Change Orders that may be approved during the project. If Owner does not build the project the Architect shall be compensated for his Services.

PAGE 22

To be determined based on the Services to be provided. Fee to be mutually agreed to by both the Owner and Architect

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

...

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty Five	percent (	25	%)
Construction Documents Phase	Forty	percent (	40	%)
Construction Phase	Fifteen	percent (	15	%)

...

§ **11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, including Alternates, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

...

Principal Structural Engineer	$200.00
Principal Architect	$195.00
Principal Mechanical/Electrical	$195.00
Project Architect	$145.00
Project Manager	$125.00
Structural Engineer	$195.00
Mechanical Engineer	$180.00
~~Employee or Category~~Electrical Engineer	~~Rate ($0.00)~~$180.00

PAGE 23

Clerical	$61.00

...

.2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

...

.9 ~~All taxes levied on professional services and on reimbursable expenses;~~

...

§ **11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

...

N/A

...

~~**§ 11.10.1 Initial Payments**~~
~~**§ 11.10.1.1** An initial payment of ($) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ **11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30)

days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

N/A %

PAGE 24

§ 12.1 The Architect will not knowingly allow any employee of the Architect to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) ears have elapsed since the date of the criminal conviction or € the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

The Architect agrees to request similar compliance statements from the Contractor on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.

§ 12.2 If the Owner chooses to act as his own Construction Manager, the Architect shall be retained for any issues during the Construction Phase. By executing this Agreement, the Owner in the capacity of Construction Manager acknowledges and assumes all responsibility for all Construction Means and Methods and waives any and all liability of the Architect and the Architect's Consulting Engineers.

...

~~.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:~~
~~*(Insert the date of the E203–2013 incorporated into this agreement.)*~~

~~.3 Exhibits:~~
~~*(Check the appropriate box for any exhibits incorporated into this Agreement.)*~~

~~[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below:~~
~~*(Insert the date of the E234–2019 incorporated into this agreement.)*~~

~~[ ] Other Exhibits incorporated into this Agreement:~~
~~*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*~~

~~.4 Other documents:~~
~~*(List other documents, if any, forming part of the Agreement.)*~~

...

Mr. Kahle Wilson, AIA President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kahle, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:41:28 ET on 11/30/2023 under Order No. 2114491118 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

Dr. Rick Cobb
Superintendent

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1754

Pamela Huston
Assistant
Superintendent

To: Mid-Del Board of Education
From: Dr. Rick Cobb, Superintendent
Pamela Huston, Assistant Superintendent
Re: Certified Human Resources Report
Date: December 11, 2023

Based upon information provided by the appropriate supervisory personnel as of November 16, 2023, the following actions are recommended.

Approve Temporary Employment

New Teachers/Administrators	Site/Assignment	University	Degree/Step	Effective
De Jane, Haiden	Epperly Heights/First Grade	USC	BS/1	11/27/23
Fontenot, Julie	Parkview/Fifth Grade	UMGC	MS/0	12/4/23
Love, Tiffany	Del City Elem./Counselor	MACU	MS/0	12/11/23
Whitford, Joel	CAMS/Counselor	UCO	MS/12	1/2/24
Wilkerson, Yvonne	DCHS/Science	UCO	MS/1	1/2/24

Approve Temporary

Teachers Rehired	Site/Assignment	Effective
None		

Approve Employment of Retired Teachers – Temporary Contract

Name	Site/Assignment	Effective
None		

Approve Administrators-Transfer/Change in Status	From - Site/Assignment	Salary/ Step	To - Site/Assignment	Salary/ Step	Effective
None					

NC – No Change

Approve Teachers-Transfer/Change in Status	From - Site/Assignment	To Site/Assignment	Effective
None			

Approve Request for Leave

Name	Site	LOA	Effective
None			

Mission Statement

When the young people of Mid-Del enter our schools, they will be **safe**.
When they enter our classrooms, they will be **challenged**.
When they leave our schools, they will be **ready**.

Accept Resignations/Retirements and/or Resignation Agreements

Name	Site/Assignment	Effective
Ball, Eartha	Epperly Heights/Elementary Ed.	12/15/23
Clough, Hazen	Country Estates/Music Teacher	12/8/23
Crowder, Scot	Career Academy/Intern	12/15/23
Dana, Chauncey	MCHS/History	12/15/23
McAfee, Bethany	Del City Elem./Art Teacher	12/15/23
Ross, Sarah	DCMS/Language Arts	12/8/23

Ret. = Retirement R.A. = Resignation Agreement

Terminations

None

Dr. Rick Cobb
Superintendent

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1754

Pamela Huston
Assistant
Superintendent

To: Mid-Del Board of Education
From: Dr. Rick Cobb, Superintendent
Pamela Huston, Assistant Superintendent
Re: Non-Certified Human Resources Report
Date: December 11, 2023

Based upon information provided by the appropriate supervisory personnel as of **November 16, 2023**, the following actions are recommended.

New Employees	Site/Assignment	Replace	Sch/Step	Effective
Crall, Gregory (Adj.)	Townsend/ Fifth Grade	Added	BBB/0	12/4/23
Herron, Kathryn	MCMS/Secretary Other	C. Swafford	N/3	11/27/23
Hoffman, Saphirah	Midwest City Elem./Paraprofessional	Added	BB/1	11/27/23
Jordan, Tracy	MDTC/Purchasing Spec.	J. Schuler	B-T/5	11/27/23
Kenefick, Rebecca	Tinker/Paraprofessional	L. Aranda	BB/2	11/27/23
McBrayer, Evelyn	Del City Elem./Secretary Other	R. Rains	N/1	12/4/23
Pappas, Shaydee	Tinker/Secretary Other	J. Rouse	N/2	12/4/23
Pennon, Ciemmel	CAHS/Head Custodian	C. Pennon	O/3	12/4/23
Robinson, Myles	Midwest City Elem./Paraprofessional	L. Johnson	BB/2	12/11/23
Smith, Shyanne	DCMS/Paraprofessional	M. King	BB/1	11/27/23
Strong-Hein, Danae	CAMS/Paraprofessional	C. Ramirez	JJ/4	12/4/23
Tiro, Janeth	Epperly Heights/Paraprofessional	A. Morgan	BB/4	11/27/23
Williams, Caden	Maintenance/Access Control	C. Adams	W-III/1	11/6/23

Adj. = Adjunct Instructor – hired for the 2023-24 school year

Approve Transfers, Promotions & Change of Status	From	Sch/Step	To	Sch/Step	Effective
Allen, Madison	Paraprofessional	JJ/1	Secretary Other	N/1	11/9/23
Goodman, Rio	Secretary/Receptionist	D-T/1	Admin. Asst.	B-T/1	12/4/23
Patton, Amber	CN Supervisor	YY/9	Secretary Other	N/5	1/2/24
Weaver, Tanesha	Paraprofessional	JJ/8	Library Media Asst.	PP/8	1/2/24

Approve Request for Leave

Name	Site/Assignment	LOA	Effective
None			

LOA = Leave of Absence

Mission Statement

When the young people of Mid-Del enter our schools, they will be **safe.**
When they enter our classrooms, they will be **challenged.**
When they leave our schools, they will be **ready.**

Non-Certified Personnel Report, Cont'd

Approve Resignations/Retirements/Resignation Agreements

Name	Site	Position	Effective
Castelhano, Ashlee	MCMS	Secretary Other	12/15/23
Green, Tyler	Maintenance	Electrician	12/8/23
Huston, Dylan	Admin.	Computer Support Tech.	1/5/23
Jacobs, Carmen	MCMS	Adjunct Instructor	12/15/23
Rouse, Jennifer	Tinker	Secretary Other	12/1/23
Smith, Shyanne	DCMS	Paraprofessional	11/30/23
Zebert, Mitchell	CAHS	Attendance Liaison	12/15/23

Ret. = Retirement **R.A. = Resignation Agreement**

Termination and Non-Reemployment

None

Dr. Rick Cobb
Superintendent

Pamela Huston
Assistant Superintendent

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1754

To: Mid-Del Board of Education & Dr. Rick Cobb
From: Pamela Huston, Assistant Superintendent
Devyn Johnson, Director of Child Nutrition
Re: Child Nutrition Human Resources Report
Date: December 11, 2023

Based upon information provided by the appropriate supervisory personnel as of November 16 2023, the following actions are recommended.

New Employees	Site/Assignment	Replace	Sch/Step	Effective
Hernandez, Tami	Ridgecrest/Cook	G. Cunanan	RR/2	11/27/23

Approve Transfers, Promotions & Change of Status

	From	Sch/Step	To	Sch/Step	Effective
Burns, Desma	Cook	RR/9	Supervisor	YY/9	11/27/23

*NC = No Change

Approve Request for Leave

Name	Site/Assignment	FMLA/LOA	Effective
None			

FMLA= Family Medical Leave/LOA=Leave of Absence

Approve Resignations/Retirements/Resignation Agreements

Name	Site	Position	Effective
Grace, Pamela	CAMS	Kitchen Assistant	11/13/23

Ret. = Retirement R.A. = Resignation Agreement

Terminations
None

Non-Certified Personnel Report, Cont'd

Mission Statement

When the young people of Mid-Del enter our schools, they will be **safe**.
When they enter our classrooms, they will be **challenged**.
When they leave our schools, they will be **ready**.

Dr. Rick Cobb
Superintendent

Pamela Huston
Chief Human
Assistant Superintendent

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1754

To: Mid-Del Board of Education & Dr. Rick Cobb
From: Pamela Huston, Assistant Superintendent
Clint Arnold, Director of Transportation
Re: Transportation Human Resources Report
Date: December 11, 2023

Based upon information provided by the appropriate supervisory personnel as of November 16, 2023, the following actions are recommended.

New Employees	Assignment	Replace	Sch/Step	Effective
Washington, Glenn	Bus Driver	I. Skanes	TTI/6	11/27/23

Approve Transfers, Promotions & Change of Status

From	Sch/Step	To	Sch/Step	Effective
None				

*NC = No Change

Approve Request for Leave

Name	Site/Assignment	FMLA/LOA	Effective
None			

FMLA= Family Medical Leave/LOA=Leave of Absence

Approve Resignations/Retirements/Resignation Agreements

Name	Site	Position	Effective

Ret. = Retirement R.A. = Resignation Agreement

Terminations
None

Non-Certified Personnel Report, Cont'd

Mission Statement
When the young people of Mid-Del enter our schools, they will be **safe**.
When they enter our classrooms, they will be **challenged**.
When they leave our schools, they will be **ready**.