

Owasso Board of Education Regular  
Meeting  
Monday, December 8, 2025 6:30 PM Central

Board of Education Conference Room of the  
Dale C. Johnson Education Service Center  
1501 N Ash St.  
Owasso, Oklahoma 74055

I. **Call to Order and Roll Call**

Attendance Taken at 6:30 PM.

Brent England: Present

Neal Kessler: Absent

Rhonda Mills: Present

Stephanie Ruttman: Present

Forrest Turpen: Present

Present: 4, Absent: 1.

II. **Special Recognition/Pledge of Allegiance** - Ms. Dawn Testa, Hazel Fuller and Sam Hoekstra

III. **Special Recognition** - Owen Hawzipta - Indian Education Program Award

IV. **Reports to the Board**

A. Superintendent - Dr. Margaret Coates Dr. Coates reported OEF generously awarded 75 grants to teachers across the district. Mrs. Ruttman ran unopposed for ward #1 and will hold that office for another 5 years.

B. Teaching and Learning - Mr. Mark Officer Mr. Officer shared that our Veterans Day programs were all amazing and expressed appreciation that we continue to put forth the effort honor our veterans.

C. District Services - Mr. Kerwin Koerner Mr. Koerner reported the roofing project at Ator is very close to being completed and the north-side parking lot will be replaced as soon as the roof is finished. The team is in the process of reviewing final plans for the 8th Grade center safe room building addition and that project should go out for bid in February 2026.

D. Continuous Strategic Improvement (CSI) - Goal Area #1 Ram Achievement and Enrichment Opportunities - Mr. Mark Officer Mr. Officer reported that in October we had a little over 500 teachers participate in organizing and planning Common Formative Assessment training. Career Exploration and Interest will begin in January for middle school students, and graduation credit checks will begin for high school students.

V. **Comments from the Public Regarding Agenda Items**

Each individual will have five (5) minutes to share their remarks related to the specific agenda item identified by the individual when signing up to speak. Board members will not respond to public comment or answer questions posed during public comment. The total time allotted to comments from the public regarding the agenda will not exceed fifteen (15) minutes. There were no comments from the public regarding agenda items.

VI. **Consent Agenda:** Board to consider and take possible action on the following consent agenda items. (Dr. Coates)

Motion to approve Consent Agenda items VI.A. through VI.F.i. This motion, made by Rhonda Mills and seconded by Brent England, passed.

Brent England: Yea

Neal Kessler: Absent

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 4, Nay: 0, Absent: 1

A. Minutes of Regular Meeting November 10, 2025

B. Teaching and Learning

i. Out of State Student Activity Trips

ii. Contract with Amira Learning for EdCamp Professional Development for the 2025-2026 school year at a cost of \$3,990.00, as outlined in the attachment and authorize the Superintendent or designee to execute the Contract

C. District Services

i. Surplus items listed on the attachments for December 2025

D. Technology

i. Current capacity numbers for transfer students

ii. Contract with United Systems for Erate Category 2 Internal Connections project for the 2026-2027 school year at a cost of \$525,272.33 as outlined in the attachment and authorize the Superintendent or designee to execute the contract

E. Finance

i. Purchase orders (encumbrances) and changes to encumbrances for November 2025 2025-2026 General Fund #967-1046 (Vendors) \$79,421.63

2025-2026 Building Fund #82-87 (Vendors) \$40,550.00

2025-2026 Child Nutrition Fund #40 (Vendors) \$1,575.00

2025-2026 Bond Fund 31 #289-298 (Vendors) \$113,457.47

ii. Service Contract with ArbiterSports, LLC for a one-year program subscription for the 2025-2026 school year at a price of \$3,606.00 as outlined in the attachment and authorize the Superintendent or designee to execute the Service Contract

iii. Activity Financial Report for November 2025

iv. Activity Account Budgets

F. Human Resources

i. Transitions

**VII. Teaching and Learning - Mark Officer**

A. Board to consider and take possible action on the Cherokee Nation Child Care & Development application for authorization for the SPARK program to be a contracted provider at 9 elementary sites and the 6th Grade Center for the 2025-2026 school year at a cost of \$-0-, as outlined in the attachment and authorize the Superintendent or designee to execute the application

Motion to approve the Cherokee Nation Child Care & Development application for authorization for the SPARK program to be a contracted provider at 9 elementary sites and the 6th Grade Center for the 2025-2026 school year at a cost of \$-0-, as outlined in the attachment and authorize the Superintendent or designee to execute the application. This motion, made by Forrest Turpen and seconded by Brent England, passed.

Brent England: Yea

Neal Kessler: Absent

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 4, Nay: 0, Absent: 1

**VIII. District Services - Kerwin Koerner**

- A. Board to consider and take possible action on the Supplemental Contract with the Stacy Group for the design of a Maintenance Warehouse, as outlined in the attachment and authorize the Superintendent or designee to execute the Contract

Motion to approve the Supplemental Contract with the Stacy Group for the design of a Maintenance Warehouse, as outlined in the attachment and authorize the Superintendent or designee to execute the Contract. This motion, made by Rhonda Mills and seconded by Forrest Turpen, passed.

Brent England: Yea

Neal Kessler: Absent

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 4, Nay: 0, Absent: 1

- B. Board to consider and take possible action on a contract with Nabholz Construction Corporation for construction management services for the Owasso Fine Arts Instructional Addition at West Campus at a cost of \$30,000 for pre-construction work and a set fee of 4% of work after the Guaranteed Maximum Price (GMP) is set, as outlined in the attachment and authorize the Superintendent or designee to execute the contract

Motion to approve a contract with Nabholz Construction Corporation for construction management services for the Owasso Fine Arts Instructional Addition at West Campus at a cost of \$30,000 for pre-construction work and a set fee of 4% of work after the Guaranteed Maximum Price (GMP) is set, as outlined in the attachment and authorize the Superintendent or designee to execute the contract. This motion, made by Rhonda Mills and seconded by Brent England, passed.

Brent England: Yea

Neal Kessler: Absent

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 4, Nay: 0, Absent: 1

IX. **Finance** - Phillip Storm

- A. Board to consider and take possible action on the Treasurer's Report for November 2025

Motion to approve the Treasurer's Report for November 2025. This motion, made by Forrest Turpen and seconded by Brent England, passed.

Brent England: Yea

Neal Kessler: Absent

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 4, Nay: 0, Absent: 1

- B. Board to consider and take action on a Resolution authorizing the leasing of certain real property to the Tulsa County Industrial Authority, and authorizing the President, Clerk and Superintendent to execute any and all documents related to the Ground Lease Agreement and the transaction

Motion to approve a Resolution authorizing the leasing of certain real property to the Tulsa County Industrial Authority, and authorizing the President, Clerk and Superintendent to execute any and all documents related to the Ground Lease Agreement and the transaction. This motion, made by Brent England and seconded by Forrest Turpen, passed.

Brent England: Yea

Neal Kessler: Absent

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 4, Nay: 0, Absent: 1

- C. Board to consider and take action on a Resolution authorizing the acceptance of a Sublease Agreement whereby the Tulsa County Industrial Authority will sublease certain real property and improvements thereto to the district and authorizing and directing the President, Clerk and Superintendent to execute any and all documents related to the Sublease Agreement and the transaction

Motion to approve a Resolution authorizing the acceptance of a Sublease Agreement whereby the Tulsa County Industrial Authority will sublease certain real property and improvements thereto to the district and authorizing and directing the President, Clerk and Superintendent to execute any and all documents related to the Sublease Agreement and the transaction. This motion, made by Forrest Turpen and seconded by Brent England, passed.

Brent England: Yea

Neal Kessler: Absent

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 4, Nay: 0, Absent: 1

X. **New Business** There was no New Business.

XI. **Vote to Adjourn**

Motion to adjourn at 7:22 p.m. This motion, made by Forrest Turpen and seconded by Brent England, passed.

Brent England: Yea

Neal Kessler: Absent

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 4, Nay: 0, Absent: 1

Owasso Board of Education Regular Meeting  
Monday, November 10, 2025 6:30 PM Central

Board of Education Conference Room of the Dale C. Johnson Education Service Center  
1501 N Ash St.  
Owasso, Oklahoma 74055

### **I. Call to Order and Roll Call**

Attendance Taken at 6:30 PM.

Brent England: Present  
Neal Kessler: Present  
Rhonda Mills: Absent  
Stephanie Ruttman: Present  
Forrest Turpen: Present

Present: 4, Absent: 1.

**II. Special Recognition/Pledge of Allegiance** - Ms. Tiffani Cooper, Saylor Barnett and Aaron Lor

**III. Special Recognition** - All-State Jazz choir - Dr. Chris Barber

**IV. Special Recognition** - National Merit Semi-Finalists - Tiffani Cooper

### **V. Reports to the Board**

A. Superintendent - Dr. Margaret Coates Dr. Coates reported that the district passed the fall accreditation with flying colors. She shared that we will move ahead with elementary art in every elementary site for the 26–27 school year.

B. Teaching and Learning - Mr. Mark Officer Mr. Officer shared that Special Olympics will be held on November 13, 2025, from 4-7pm. The District Transition Team will be attending the Oklahoma Transition Institute on November 12-13, in Owasso. 138 band students made the All-District band, making up almost half of the available spots.

C. District Services - Mr. Kerwin Koerner Mr. Koerner thanked our employees who previously served in the military for their service to our country in honor of Veterans Day. The 7th grand and Ator elementary roofs are still in progress and should be completed by the end of the year. Plant Operations/Transitions roof project is completed.

D. Continuous Strategic Improvement (CSI) - Goal Area #4 Ram Resources - Mr. Kerwin Koerner Mr. Koerner gave an update regarding continued opportunities for student leadership and student participation in clubs that encourage leadership, character education and life skills.

### **VI. Comments from the Public Regarding Agenda Items**

Each individual will have five (5) minutes to share their remarks related to the specific agenda item identified by the individual when signing up to speak. The total time allotted to comments from the public regarding the agenda will not exceed fifteen (15) minutes.

There were no comments from the public regarding agenda items.

**VII. Consent Agenda:** Board to consider and take possible action on the following consent agenda items. (Dr. Coates)

Motion to approve Consent Agenda items VII.A. through VII.F.i. This motion, made by Neal Kessler and seconded by Brent England, passed.

Brent England: Yea  
Neal Kessler: Yea  
Rhonda Mills: Absent  
Stephanie Ruttman: Yea  
Forrest Turpen: Yea

Yea: 4, Nay: 0, Absent: 1

A. Minutes of Regular Meeting October 6, 2025

B. Minutes of Special Meeting October 22, 2025

C. Teaching and Learning

i. Out of State Student Activity Trips

ii. Contract with Amira Learning for the 6th, 7th and 8th Grade Center to access testing data for the 2025-2026 school year at a cost of \$-0-, as outlined in the attachment and authorize the Superintendent or designee to execute the Contract

iii. Contract with Amira to add the "Tutor" platform for the 6th-8th students scoring 49th percentile and below on the Amira Reading Proficiency Benchmark for the 2025-2026 school year at a cost of \$10,140.00, as outlined in the attachment and authorize the Superintendent or designee to execute the Contract

D. Technology

i. Renewal of Commercial Services Agreement with Cox Business for 10Gbps district-wide primary internet service for the 2026-2027 school year at a cost of \$3,400.00 per month, as outlined in the attachment and authorize the Superintendent or designee to execute the agreement

ii. Renewal of Commercial Services Agreement with Cox Business for district-wide Metro-E fiber connectivity service for the 2026-2027 school year at a cost of \$13,930.00 per month, as outlined in the attachment and authorize the Superintendent or designee to execute the agreement

iii. Current capacity numbers for transfer students

E. Finance

i. Purchase orders (encumbrances) and changes to encumbrances for October 2025

2025-2026 General Fund #840-966 (Vendors) \$127,228.89  
2025-2026 General Fund Net Change Orders \$150.00  
2025-2026 Building Fund #79-81 (Vendors) \$17,000.00  
2025-2026 Bond Fund 31 #271-288 (Vendors) \$860,826.01  
2025-2026 Bond Fund 35 #3 (Vendors) \$1,980.00  
2025-2026 Bond Fund 39 #7-8 (Vendors) \$57,850.00

ii. Activity Financial Report for October 2025

iii. Activity Account Budgets

iv. License Agreement with Pel Industries, Inc. for a non-exclusive license to print our school logo on merchandise and to sell such merchandise to retail customers for the 2025-2026 school year at a cost of a 10% royalty on net sales price, as outlined in the attachment and authorize the Superintendent or designee to execute the License Agreement

F. Human Resources

i. Transitions

**VIII. Teaching and Learning -Mark Officer**

A. Board to consider and take possible action on the proposed edits, changes, and additions to Policy #1.61, as outlined in the attachment

Motion to approve the proposed edits, changes, and additions to Policy #1.61, as outlined in the attachment. This motion, made by Forrest Turpen and seconded by Neal Kessler, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Absent

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 4, Nay: 0, Absent: 1

B. Board to consider and take possible action on the Memorandum of Understanding with Missouri State University for practicum/student teacher internships for the 2025-2026 school year at a cost of \$-0-, as outlined in the attachment and authorize the Superintendent or designee to execute the MOU

Motion to approve the Memorandum of Understanding with Missouri State University for practicum/student teacher internships for the 2025-2026 school year at a cost of \$-0-, as outlined in the attachment and authorize the Superintendent or designee to execute the MOU. This motion, made by Neal Kessler and seconded by Brent England, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Absent

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 4, Nay: 0, Absent: 1

**IX. District Services - Kerwin Koerner**

A. Board to consider and take possible action on the proposed edits, changes, and additions to Policy #5.01, as outlined in the attachment

Motion to approve the proposed edits, changes, and additions to Policy #5.01 Administration of Medicine to Students, as outlined in the attachment. This motion, made by Forrest Turpen and seconded by Brent England, passed.

Brent England: Yea  
Neal Kessler: Yea  
Rhonda Mills: Absent  
Stephanie Ruttman: Yea  
Forrest Turpen: Yea  
Yea: 4, Nay: 0, Absent: 1

B. Board to consider and take possible action on the proposed edits, changes, and additions to Policy #1.04 as outlined in the attachment

Motion to approve the proposed edits, changes, and additions to Policy #1.04, as outlined in the attachment. This motion, made by Neal Kessler and seconded by Brent England, passed.

Brent England: Yea  
Neal Kessler: Yea  
Rhonda Mills: Absent  
Stephanie Ruttman: Yea  
Forrest Turpen: Yea  
Yea: 4, Nay: 0, Absent: 1

#### X. **Finance** - Phillip Storm

A. Board to consider and take possible action on the Treasurer's Report for October 2025

Motion to approve the Treasurer's Report for October 2025. This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.

Brent England: Yea  
Neal Kessler: Yea  
Rhonda Mills: Absent  
Stephanie Ruttman: Yea  
Forrest Turpen: Yea  
Yea: 4, Nay: 0, Absent: 1

B. Board to consider and take possible action on the proposed adjustments to the substitute pay for the remainder of the 2025–2026 school year

Motion to approve the proposed adjustments to the substitute pay for the remainder of the 2025-2026 school year. This motion, made by Forrest Turpen and seconded by Neal Kessler, passed.

Brent England: Yea  
Neal Kessler: Yea  
Rhonda Mills: Absent  
Stephanie Ruttman: Yea  
Forrest Turpen: Yea  
Yea: 4, Nay: 0, Absent: 1

#### XI. **Human Resources** - Lisa Johnson

A. Turnover and Exit Survey Data Report

B. Board to consider and take possible action on a resignation agreement between the District and teacher Kelly Walters and to authorize the Board President to execute the resignation agreement on behalf of the district.

Motion to accept a resignation agreement between the District and teacher Kelly Walters and to authorize the Board President to execute the resignation agreement on behalf of the district. This motion, made by Forrest Turpen and seconded by Brent England, passed.

Brent England: Yea  
Neal Kessler: Yea  
Rhonda Mills: Absent  
Stephanie Ruttman: Yea  
Forrest Turpen: Yea  
Yea: 4, Nay: 0, Absent: 1

C. Board to consider and take possible action on a resignation agreement between the District and paraprofessional Jan Matthews and to authorize the Board President to execute the resignation agreement on behalf of the district.

Motion to accept a resignation agreement between the District and paraprofessional Jan Mathews and to authorize the Board President to execute the resignation agreement on behalf of the district. This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.

Brent England: Yea  
Neal Kessler: Yea  
Rhonda Mills: Absent  
Stephanie Ruttman: Yea  
Forrest Turpen: Yea  
Yea: 4, Nay: 0, Absent: 1

XII. **New Business** There was no New Business.

XIII. **Vote to Adjourn**

Motion to adjourn at 7:39 p.m. This motion, made by Brent England and seconded by Neal Kessler, passed.

Brent England: Yea  
Neal Kessler: Yea  
Rhonda Mills: Absent  
Stephanie Ruttman: Yea  
Forrest Turpen: Yea  
Yea: 4, Nay: 0, Absent: 1

## **December 8, 2025 Overnight/Out of State Student Activity Requests**

- **January 1 - 3, 2026 - Allen HS Tournament - OHS Boys Wrestling - Allen, TX**
- **January 22-24, 2026 - Jay Hancock Tournament - OHS Boys Wrestling - Yukon, OK**
- **February 3-10, 2026 - National High School Cheerleading Championship - Orlando, FL**
- **March 4 - 8, 2026 - SWACDA Jazz Honor Choir - SWACDA Jazz Honor Choir - Albuquerque, NM**
- **March 8-9, 2026 - Edmond North Tournament - Owasso Lady Rams Golf - Edmond, OK**
- **April 13, 2026 - Pathways Large School Tournament - OHS Owasso Lady Rams Golf - Oklahoma City, OK**
- **May 3 - 5, 2026 - OSSAA State Golf Tournament (Girls) - OHS Owasso Lady Rams Golf - Bartlesville, OK**



THE INTELLIGENT  
**Growth Engine**

## Quote

**Amira Q-89085**

## Prepared For

Owasso Public Schools  
1501 N Ash St  
ACCOUNTS PAYABLE  
Owasso, OK, 74055-4920

## Your Amira Partner

Heather Tennyson  
Partnership Manager-OK  
heather.tennyson@amiralearning.com



Quote: Q-89085

Prepared For: Owasso Public Schools

Expires On: 1/31/2026

**Professional Development Onsite - Full Day**

Amira On-Site (up to 6 hours) - In-person workshops to deepen educators' knowledge and customized to your district's specific needs. Must be used in current subscription term.

QTY	Product	Sales Price
1	Professional Development Onsite - Full Day	\$3,990.00

**Delivery Date: 1/20/25**

List Amount	\$3,990.00
Tax Amount	\$0.00
Customer Total	\$3,990.00

Quote: Q-89085

Prepared For: Owasso Public Schools

Expires On: 1/31/2026

**Disclaimer:** Pricing is as quoted and is subject to change based on any modifications to bundle configurations, enrollment updates, or other adjustments. Additional options are to be paid in full. Totals include applicable taxes, which should be reflected on your Purchase Order (if applicable).

To avoid delays in processing your order, please ensure the following:

- Email your Purchase Order, including the provided quote number, to [orders@amiralearning.com](mailto:orders@amiralearning.com).
- Digitally sign the contract provided upon commitment with your Amira partner.

Amira Terms of Use: <https://amiralearning.com/amira-terms>

Amira Privacy Policy: <https://amiralearning.com/amira-privacy>

Istation Terms of Use: <https://amiralearning.com/istation-terms>

Istation Privacy Policy: <https://amiralearning.com/istation-privacy-policy>

### Agreement Execution

By signing below, the Parties agree to the terms outlined in this Agreement. This document has been executed and delivered by the authorized representatives of each Party.

I have read and agree to the linked Terms and Conditions:

**Amira**

**Customer**

Signature

 *Rebecca Augustine*

Signature

Quote: Q-89085  
Prepared For: Owasso Public Schools  
Expires On: 1/31/2026

Printed Signature:

Rebecca Augustine

Printed Signature:

Stephanie Ruttman

Title: Vp of Sales

Title: Board of Education President

Dated: 12/3/2025

Dated: 12/8/2025

To ensure timely and accurate fulfillment, please provide the requested contact information below:

**Primary Implementation Contact**

**Accounts Payable / Billing Contact**

Name:

Leslie Wright

Name:

Renee Atkinson

Email:

leslie.wright@owassops.org

Email:

renee.atkinson@owassops.org

Phone:

918-928-4005

Phone:

918-272-8117

Quote: Q-89085

Prepared For: Owasso Public Schools

Expires On: 1/31/2026

**District Technology Contact**

Name:

Sean Parker

---

Email:

sean.parker@owassops.org

---

Phone:

918-928-4045

---

**District Data Contact**

Name:

Leslie Wright

---

Email:

leslie.wright@owassops.org

---

Phone:

918-928-4005

---

Effective June 2024, Istation is a 100% wholly owned subsidiary of Amira Learning, Inc. As part of our integration efforts and to enhance efficiency across our organization, we are integrating our financial and banking structures under a single Federal Employer Identification Number (FEIN).

Effective immediately, all transactions, invoices, and financial documentation should be processed using the following federal employer identification number and banking information:

**Federal Employer Identification Number (FEIN):** 82-2207220

### **Banking Information**

#### **ACH Payments (preferred):**

Bank Name: Western Alliance Bank

ABA Routing Number: 121143260

Bank Address: One East Washington Street Ste 2500 Phoenix, Arizona 85004 U.S.A

Account Name: Amira Learning Inc

Account Number: 8996514912

Beneficiary Address: 5214f Diamond Heights Blvd # 3255 San Francisco, CA 94131

#### **Check Payments:**

Amira Learning Inc

PO BOX 92448

Las Vegas, NV 89193-2448

*(Note: Please do not send check payments to the beneficiary address noted on the W-9.*

*Check payments should be sent to Amira Learning, Inc.'s lockbox, which is administered by Western Alliance Bank. This address differs from the one listed on the W-9.)*

To assist in updating your records, we have attached the following documents:

- Amira Learning, Inc. Form W-9
- Official Banking Letters confirming our updated banking details

Please update your records to reflect this change and ensure that all future payments and correspondence are directed accordingly.

If you have any questions or require additional information, please do not hesitate to reach out to [AccountsReceivable@amiralearning.com](mailto:AccountsReceivable@amiralearning.com).

We appreciate your partnership and cooperation.

Sincerely,

*Monika Flood*

Monika Flood, CFO  
Amira Learning, Inc.

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Amira Learning, Inc.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>5214F Diamond Heights Blvd #3255</b>	<b>Requester's name and address (optional)</b>
	<b>6</b> City, state, and ZIP code <b>San Francisco, CA 94131</b>	
<b>7</b> List account number(s) here (optional) <b>Remit to: P.O. Box 92448, Las Vegas, NV 89193-2448</b>		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
8	2	-	2	2	0	7	2	2	0

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	<i>Monika Flood</i>	Date	April 27, 2025
------------------	--------------------------	---------------------	------	----------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**BANK ACCOUNT VERIFICATION LETTER****2/18/2025****RE: Amira Learning Inc**

To Whom It May Concern,

This letter is to inform you that **Amira Learning Inc** has an account with Western Alliance Bank.The routing number: **122105980**Account number: **8996514912**

We are pleased to confirm the account is in good standing and the information below for Incoming Wire Transfer and Incoming ACH Payments:

**Beneficiary Bank Information**

Bank Name: Western Alliance Bank  
SWIFT Code: BBFXUS6S  
ABA Routing #: 122105980  
Bank Address: One East Washington Street Ste 2500  
Phoenix, Arizona 85004 U.S.A

**Beneficiary Information**

Account Name: **Amira Learning Inc**  
Account Number: **8996514912**  
Beneficiary Address: **5214f Diamond Heights Blvd # 3255**  
**San Francisco, CA, 94131**

The information is supplied solely for the purposes of reference, without any responsibility on the part of Western Alliance Bank, its agents, representatives, or affiliates for errors or omissions.

Sincerely,



Matthew Benidt

Head of Branch Banking

<b>December 2025</b>				
<b>Operations</b>				
<b>Brand</b>	<b>Description</b>	<b>Model # (if known)</b>	<b>Quantity Available</b>	<b>Additional Notes</b>
various	Used books pallets	N/A	15	
Various	HVAC units 5-20 ton		40	
	old furnace's		6	
Terex	Scissor Lift		1	
John Deere	stand mower		1	
ariens	Zero Turn		1	
	Old student desks		100	Broken or damaged
	Old Teacher desks		25	Broken or damaged
<b>Band</b>				
<b>Brand</b>	<b>Description</b>	<b>Model #</b>	<b>Quantity</b>	
various	color guard flags		1769	
various	winter guard floor tarps		6	

<b>Site</b>	<b>Capacity</b>	<b>Current</b>	<b>Available Slots</b>
Ator Elementary - Pre-K	36	31	5
Ator Elementary - Kindergarten	60	56	4
Ator Elementary - 1st Grade	60	56	4
Ator Elementary - 2nd Grade	60	44	16
Ator Elementary - 3rd Grade	60	62	0
Ator Elementary - 4th Grade	60	54	6
Ator Elementary - 5th Grade	60	55	5
Bailey Elementary - Pre-K	36	29	7
Bailey Elementary - Kindergarten	60	60	0
Bailey Elementary - 1st Grade	80	72	8
Bailey Elementary - 2nd Grade	60	60	0
Bailey Elementary - 3rd Grade	60	67	0
Bailey Elementary - 4th Grade	80	88	0
Bailey Elementary - 5th Grade	60	62	0
Barnes Elementary - Pre-K	36	32	4
Barnes Elementary - Kindergarten	80	82	0
Barnes Elementary - 1st Grade	80	77	3
Barnes Elementary - 2nd Grade	80	85	0
Barnes Elementary - 3rd Grade	80	94	0
Barnes Elementary - 4th Grade	80	95	0
Barnes Elementary - 5th Grade	80	84	0
Hodson Elementary - Pre-K	36	34	2
Hodson Elementary - Kindergarten	80	75	5
Hodson Elementary - 1st Grade	100	90	10
Hodson Elementary - 2nd Grade	80	78	2
Hodson Elementary - 3rd Grade	80	97	0
Hodson Elementary - 4th Grade	80	97	0
Hodson Elementary - 5th Grade	80	77	3
Mills Elementary - Pre-K	36	37	0
Mills Elementary - Kindergarten	80	66	14
Mills Elementary - 1st Grade	80	78	2
Mills Elementary - 2nd Grade	80	68	12
Mills Elementary - 3rd Grade	80	71	9
Mills Elementary - 4th Grade	60	67	0
Mills Elementary - 5th Grade	60	71	0
Morrow Elementary - Pre-K	36	40	0
Morrow Elementary - Kindergarten	100	99	1

<b>Site</b>	<b>Capacity</b>	<b>Current</b>	<b>Available Slots</b>
Morrow Elementary - 1st Grade	100	95	5
Morrow Elementary - 2nd Grade	100	103	0
Morrow Elementary - 3rd Grade	100	96	4
Morrow Elementary - 4th Grade	80	90	0
Morrow Elementary - 5th Grade	80	95	0
Northeast Elementary - Pre-K	36	37	0
Northeast Elementary - Kindergarten	60	66	0
Northeast Elementary - 1st Grade	80	89	0
Northeast Elementary - 2nd Grade	80	79	1
Northeast Elementary - 3rd Grade	80	82	0
Northeast Elementary - 4th Grade	80	90	0
Northeast Elementary - 5th Grade	60	68	0
Smith Elementary - Pre-K	36	29	7
Smith Elementary - Kindergarten	60	68	0
Smith Elementary - 1st Grade	60	65	0
Smith Elementary - 2nd Grade	60	61	0
Smith Elementary - 3rd Grade	60	72	0
Smith Elementary - 4th Grade	60	64	0
Smith Elementary - 5th Grade	60	65	0
Stone Canyon Elementary - Pre-K	36	40	0
Stone Canyon Elementary - Kindergarten	80	77	3
Stone Canyon Elementary - 1st Grade	80	79	1
Stone Canyon Elementary - 2nd Grade	80	76	4
Stone Canyon Elementary - 3rd Grade	80	69	11
Stone Canyon Elementary - 4th Grade	100	110	0
Stone Canyon Elementary - 5th Grade	80	114	0
6th Grade Center	750	720	30
7th Grade Center	750	697	53
8th Grade Center	750	719	31
Owasso High School - 9th Grade	750	796	0
Owasso High School - 10th Grade	725	691	34
Owasso High School - 11th Grade	725	717	8
Owasso High School - 12th Grade	725	693	32



## Owasso Public Schools

E-Rate FY2026-2027 YR29

Category 2  
Internal Connections  
FCC Form 470 #260001702

Prepared by:  
David Laase  
Sales Solutions Manager  
SPIN #143004698  
November 18, 2025

November 18, 2025

Dr. Michelle Baker  
Executive Director of Technology  
1501 N. Ash  
Owasso, OK 74055

Dear Dr. Michelle Baker,

United Systems, LLC is pleased to present this proposal for E-rate FY2026-2027 Internal Connections. With decades of experience serving K-12 schools, we have a deep understanding of the unique technological needs of educational institutions. Our team of experts is well-versed in navigating the E-rate process, ensuring your district receives the maximum benefit from this essential funding.

Our proposal is designed to provide your district with cost-effective, reliable, and future-proof technology solutions, backed by the knowledge and abilities of our certified technical personnel. We are committed to delivering a smooth, efficient deployment to keep your school's technology running at peak performance.

If you have any questions or concerns, I am available to discuss them at your convenience. On behalf of United Systems, thank you for this opportunity, and we look forward to supporting your district's technology needs.

Sincerely,

David Laase  
Sales Solutions & Partner Manager  
5700 N Portland Ave, Suite 201  
Oklahoma City, OK 73112  
405-523-2162 (office)  
405-778-8326 (direct)  
405-818-9575 (mobile)  
[dlaase@unitedsystemsok.com](mailto:dlaase@unitedsystemsok.com)

**TABLE OF CONTENTS**

*EXECUTIVE SUMMARY* .....3  
*E-RATE PROPOSAL OVERVIEW* .....4  
*STATEMENT OF WORK*.....5  
*UNITED SYSTEMS VENDOR INFORMATION*.....8  
*UNIVERSAL SERVICES FUND (E-RATE) EXPERTISE* .....9  
*FOCUS ON EDUCATION*.....10  
*EDUCATION INDUSTRY REFERENCES*.....11  
*VENDOR PARTNERSHIPS* .....13  
*E-RATE CATEGORY 2 CONTRACT - FUNDING YEAR 2026-2027* .....14  
*CATEGORY 2 INTERNAL CONNECTIONS QUOTE* .....15



## **EXECUTIVE SUMMARY**

### **United Systems: Leading IT Solutions for Education**

For over 40 years (since 1984), United Systems has been a leader in providing comprehensive IT services, network infrastructure, cybersecurity, and phone solutions to schools and businesses across Oklahoma, Texas, Kansas, Missouri, and Arkansas. Our vast knowledge and deep expertise in the E-rate program have allowed us to support K-12 schools in maximizing their technological investments, ensuring they benefit from the latest innovations while meeting their specific needs.

What sets United Systems apart is our experienced team of certified engineers, technicians, and project managers who have worked extensively in education technology environments. We understand the unique challenges schools face and are committed to offering superior service through a customer-centric approach. Our comprehensive system design, implementation, and support ensure a seamless experience from start to finish.

As a trusted partner of Blue Alliance, United Systems combines local expertise with access to a national network of IT resources. This allows us to deliver best-in-class technology solutions, backed by unparalleled support and knowledge, making us a reliable partner for school districts.

Our focus on innovation, scalability, and excellence has earned us a reputation as a leading provider of IT solutions in the education sector. We specialize in navigating the complexities of E-rate funding, helping schools access and use technology to build a brighter future.

With United Systems, you are partnering with an industry leader dedicated to delivering results that align with your district's vision for the future.

### **Our products and services include, but are not limited to:**

- Assessment, design, product procurement, implementation and support for all technology solution areas listed
- Wired and wireless LAN/WAN switches, access points and modules
- Structured Category 6 and optical fiber cabling
- Servers, storage and data center solutions
- Data protection, disaster recovery and business continuity
- Comprehensive maintenance agreements with remote monitoring and support
- Server consolidation and virtualization
- Network security, firewall and content filter
- Printing, and MFP devices
- Desktop, laptop, tablet, mobile, and peripherals
- VoIP phone systems and unified communications
- Intercom and bell systems
- Video surveillance and electronic access control
- Distance learning, video conferencing, video distribution and digital signage
- Mobile device management (MDM) and 1:1 classroom technology
- Cybersecurity products and services

Each customer has a different set of requirements, and we tailor our services to meet or exceed those requirements.

We look forward to the opportunity to serve Owasso Public Schools for many years.

## ***E-RATE PROPOSAL OVERVIEW***

This proposal by United Systems for Owasso Public Schools describes equipment and services that meet or exceed the requirements set forth in the E-rate FY2026-2027 Form 470/Request for Proposal. Key elements considered by United Systems in the development of this proposal include background knowledge derived from a working relationship with Owasso Public Schools and an application of relevant experience gained from our experience helping other school districts with similar technological challenges.

### ***Project Scope – Category 2 Internal Connections***

The goal of this proposal is to provide Owasso Public Schools with technical services required to install and configure equipment purchased under the E-rate Program.

**United Systems proposes an HPE Aruba network switch solution as per RFP. Aruba 6300M JL6569A 48-port multi-gig Class 6 PoE switches. Each switch includes Aruba Central Advanced 3YR subscription license.**

**\*\*\*\*NOTE: Aruba JZ536AAE Central Advanced 3YR licenses are 67% E-rate eligible.**

**E-rate Eligible: \$560.29 each switch license**

**E-rate Ineligible: \$275.96 each switch license**

**United Systems proposes an HPE Aruba wireless solution as per RFP. The proposal includes Aruba AP-635, AP-655 and AP654 indoor wireless access points and AP-677 outdoor wireless access points with appropriate mounting brackets. Aruba Central Foundation licenses for 3YR are also included in the solution.**

**NOTE: Aruba AP-735 and AP-755 wireless access points are included in an alternative solution. Changed out the AP-635 for AP-735 and AP-766 for AP-755.**

### **SEE ATTACHED QUOTE/DOCUMENT FOR ADDITIONAL DETAILS.**

United Systems understands the Owasso Public Schools E-rate FY2026-2027 Internal Connections Request for Proposal (RFP) to require the following elements:

1. Provide network switches.
2. Provide wireless access points.

Our proposal provides complete responses for all areas requested.

---

## **STATEMENT OF WORK**

### **Scope of Services**

---

This Statement of Work ("SOW") describes the E-rate Internal Connections eligible services to be provided by United Systems, LLC ("United Systems") to Owasso Public Schools ("Customer"). This SOW defines the services to be performed to implement a successful project.

### **Site Survey/Assessment**

---

#### **Commitment to a Successful Installation**

United Systems is dedicated to ensuring a smooth installation process that exceeds expectations.

- **Site Survey and Data Collection**

United Systems may conduct a site survey to verify installation locations, required parts, and hardware. This data collection ensures all assumptions in the Statement of Work (SOW) are accurate. If discrepancies arise, pricing or scope will be adjusted accordingly.

- **Power, Space, and Documentation**

We will verify that power outlets and physical space are adequate. Documentation of the survey will be provided for reference and future needs.

- **Pre-Survey Requirements**

Prior to the survey, we request floor plans or fire escape plans to confirm equipment and cabling locations.

### **Project Management**

---

United Systems will assign a project manager as a single point of contact responsible for coordination of all activities. This project manager will coordinate the entire implementation to optimize the productivity of resources and attempt to prevent disruptions to the project.

### **Purchasing of Equipment**

---

#### **Product Updates and Substitutions**

When manufacturers update products, United Systems will recommend equipment substitutions to ensure Owasso Public Schools get the latest technology. All changes will be coordinated with the district for a service substitution request.

#### **The following lists In-Scope activities unless noted otherwise:**

United Systems will provide the following for Owasso Public Schools pursuant to this project.

### **Installation of Switches**

---

1. Unpack and inspect hardware.
2. Verify correct power outlets and sufficient space for switches.
3. Configure switches with IP, mask, gateway, and VLAN.
4. Firmware updates and network connection.
5. Labeling with E-rate details: E-rate Funding Year, 471 Number, Funding Request Number (FRN) and Service Provider Number (SPIN).

**OUT of SCOPE: Customer must provide either existing or new network racks.**

### ***Installation of Wireless Access Points***

---

1. Unpack and inspect hardware.
2. Configure and install/mount wireless access points.
3. Test power, LAN access, and wireless communication.
4. Configure SSID, security, IP settings, and guest networks.
5. Labeling with E-rate details: E-rate Funding Year, 471 Number, Funding Request Number (FRN) and Service Provider Number (SPIN).

**QUOTE DOES NOT INCLUDE A SCISSOR LIFT TO MOUNT WIRELESS ACCESS POINTS**

### ***Owasso Public Schools Responsibilities***

---

1. Assign a single point of contact for all project communication with United Systems.
2. Provide safe and accessible work environments for United Systems staff at all affected facilities.
3. Ensure clear access to corridors, ceilings, walls, and equipment enclosures—no heavy furniture or equipment should block these areas.
4. Coordinate with the United Systems project manager before scheduling building maintenance (e.g., floor waxing, carpet cleaning) to avoid conflicts with the project timeline.
5. Ensure all necessary customer resources (including technical contacts) are available throughout the project.
6. Provide Administrative User IDs, passwords, and system access for systems involved in this project.
7. Notify all affected locations within Owasso Public Schools about the nature and impact of this project.
8. Provide all relevant system documentation (e.g., configuration, floor plans, network closet locations).
9. Inform United Systems of any factors that may affect installation (e.g., historical building status, asbestos, modular walls).
10. Ensure adequate power is available that meets or exceeds the manufacturer's requirements. The customer is responsible for addressing any power inadequacies.
11. Participate in pre-project and post-project meetings to align on expectations and project parameters.

### ***United System's Responsibilities***

---

1. Provide a single point of contact for project communication.
2. Coordinate the project schedule with Owasso Public Schools.
3. Provide power requirements for each equipment location.
4. Regularly report on project tasks, next steps, and potential issues.
5. Notify Owasso Public Schools of any required configuration changes.
6. Remove trash from unboxing equipment.
7. Conduct pre- and post-project meetings to ensure alignment on service delivery and project scope.

### ***Key Assumptions***

---

- United Systems will not have any work stoppages caused by Owasso Public Schools departments.

- United Systems will not interrupt regularly scheduled Owasso Public Schools activities unless required for critical network problem resolution.
- Rack space and power will be made available.

### ***Deliverables/Documentation***

---

- IP Addresses and Authentication information for all installed equipment.
- Additional configuration information necessary for day-to-day maintenance of installed equipment.
- Any manufacturer provided documentation for proposed hardware equipment.

### ***Performance Period***

---

For the purposes of this contract the period of performance will be as agreed upon by both parties.

### ***Standard Service Prices OUTSIDE the Scope of Work***

---

These rates reflect normal education discounts for work outside of the agreed scope of work.

1. Engineering services outside contract: **\$165/hour.**
2. Bench technician services outside contract: **\$145/hour.**
3. Cable technician services outside contract: **\$135/hour.**
4. Additional block time available for pre-purchase.
5. Travel charges may apply for out-of-scope work, agreed upon prior to invoicing.
6. Payment is due **30 days** after receipt of invoice.
7. Applicants have the option of SPI or BEAR invoicing.

## **UNITED SYSTEMS VENDOR INFORMATION**

HEADQUARTERS: United Systems, LLC  
5700 N Portland Ave.  
Suite 201  
Oklahoma City, OK 73112  
PHONE: (405) 523-2162 or (800) 333-3549  
FAX: (405) 523-2185  
WEBSITE: [www.unitedsystemsok.com](http://www.unitedsystemsok.com)

**Service Provider Identification Number (SPIN): 143004698**  
**FCC FRN Number: 0011579935**

### **SALES CONTACTS:**

Alvin Myers, CEO Ext. 305  
[amyers@unitedsystemsok.com](mailto:amyers@unitedsystemsok.com)

Glenda Montiel, Director of Sales Ext. 356  
[gmontiel@unitedsystemsok.com](mailto:gmontiel@unitedsystemsok.com)

David Laase, Sales Solutions Manager/E-rate Ext. 326  
[dlaase@unitedsystemsok.com](mailto:dlaase@unitedsystemsok.com)

Mandy Wood, E-rate Ext. 360  
[mwood@unitedsystemsok.com](mailto:mwood@unitedsystemsok.com)

Scott Parker, Account Manager Ext. 343  
[jmyers@unitedsystemsok.com](mailto:jmyers@unitedsystemsok.com)

### **SERVICE/PROJECT CONTACTS:**

Rich Brookhart, Director, Technical Services Ext. 303  
[rbrookhart@unitedsystemsok.com](mailto:rbrookhart@unitedsystemsok.com)

Braden Pickett, Project Manager Ext. 345  
[bpickett@unitedsystemsok.com](mailto:bpickett@unitedsystemsok.com)

Service calls can be placed with one of the following tools:

- **Email** – Send an email to [support@unitedsystemsok.com](mailto:support@unitedsystemsok.com). This will generate a trouble ticket in the United Systems Service Dispatch System and email you a ticket number.
- **Phone** – Service Desk (405) 523-2162 ext. 316
- **Service Desk Portal** – Direct access to our ticketing system. Please contact your Sales Account Manager for more information.

## ***UNIVERSAL SERVICES FUND (E-RATE) EXPERTISE***

United Systems, LLC has been involved as a Category 2 Internal Connections, Basic Maintenance and Managed Internal Broadband Services provider and partner for the Universal Service Fund (E-rate) process in K-12 school districts since its inception. We assist an average of eighty Oklahoma school districts each year in attaining their E-rate objectives.

Each year, our staff members attend continuing education courses related to the E-rate program. Account managers attend training provided by leading E-rate experts to stay abreast of rule changes, and our leadership team attends training conducted by USAC to provide in-house training for United Systems' technical and administrative staff.

We provide the following services related to E-rate:

- Respond to RFPs issued for Internal Connections outlined in the Form 470 filing
- Provide detailed design and configuration information as required by RFPs
- Monitor funding decision announcements, rule changes, and news releases, keeping customers informed on these items throughout the year
- Assist customers in problem-resolution with the SLD and/ or telecommunications service and internet access service providers
- Provide an in-house E-rate specialist who attends periodic SLD Service Provider training to stay up to date

Our expertise in school district technology needs combined with our thorough understanding of E-rate eligible services allow for limited common fiscal resources to meet extraordinary objectives. Our expertise in these areas commonly helps our customers submit applications that satisfy the integrity requirements of the School and Library Division (SLD).

***Service Provider Identification Number (SPIN): 143004698***

## ***FOCUS ON EDUCATION***

United Systems' commitment to the K-12 Education Community remains the same as it always has: *To provide our customers with quality, innovative technology solutions.* Due to our long history of service to K-12 education entities, we understand how schools operate and what is necessary to meet their needs. Whether it is working with bids, purchase orders or teachers in the classroom, the terminology, environments and procedures are familiar to us. We also know that those who are trying to manage technology in a school district sometimes wear many hats. Since we have the expertise to handle all facets of a project, it provides our customers with the ability to make a single choice to execute the entire project. This removes the issue of multi-vendor management and finger pointing that sometimes takes place when several companies are working on a single project. Our customers have stated that this is one of the things they like the most about United Systems.

### **THE PERSONNEL DIFFERENCE**

- Our Executive Management team is led by the former CIO of one of the largest Oklahoma school districts, who also maintains leadership positions in several organizations tied to the education technology industry.
- United Systems employees work in educational environments every day and have for over 38 years.
- We have full-time resources dedicated to key operational areas including service, accounting, sales, and purchasing, and all understand the elements of education, RFPs, bids, purchase orders, board approvals and fiscal year cycles.

### **THE SERVICE DIFFERENCE**

We are a full-service organization with extensive experience and certification in the equipment and software commonly used in education. We have dedicated personnel to provide expert design, implementation, support and comprehensive solutions in each of the following areas:

- Networks – Structured Cabling, Switches, Wireless, Firewall and Filtering
- Security – Access control and surveillance cameras/NVRs
- Datacenter – Servers, Storage, Backup, Disaster Recovery and Cloud
- Client Systems – Desktop, Laptop, Tablet and Mobile Devices
- Protection/Security – Digital, Physical and Data
- Classroom – Video, Audio and 1:1 Digital Learning

---

## **EDUCATION INDUSTRY REFERENCES**

### **Bethany Public Schools**

**Contact:** Adam Forester  
Technology Director  
4311 N Asbury Ave.  
Bethany, OK 73008  
(405) 789-6370

### **Oakdale Public Schools**

**Contact:** Dr. Carl Johnson  
Superintendent  
10901n Sooner Rd  
Edmond, OK 73013  
(405) 771-3373

### **Millwood Public Schools**

**Contact:** Mr. Shannon Hayes  
Director Operations/Technology  
6724 Martin Luther King Ave.  
Oklahoma City, OK 73111  
(405) 478-1336

### **Pauls Valley Public Schools**

**Contact:** Mr. Travis Thompson  
Director of Technology  
P.O. Box 780  
Pauls Valley, OK 73075  
(405) 238-6453

### **Broken Bow Public Schools**

**Contact:** Ms. Carla Ellisor  
Superintendent  
108 W 5<sup>th</sup> Street  
Broken Bow, OK 74728  
(580) 584-3306

### **Norman Public Schools**

**Contact:** Ms. Christy Fisher  
Director of Technology Services  
4100 N. Flood  
Norman, OK 73069  
(405) 366-5822

### **Washington Public Schools**

**Contact:** Mr. Chris Reynolds  
Superintendent  
201 E Kerby Ave  
Washington, OK 74401  
(405) 288-6190

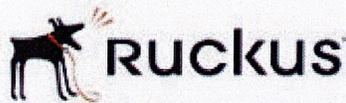
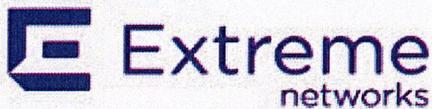
### **Yukon Public Schools**

**Contact:** Mr. Jason McDaniel  
Chief Information Officer  
600 Maple St  
Yukon, OK 73099  
(405) 354-2587

## **INDUSTRY PROJECTS**

- Universal Service Fund (E-rate) planning assistance and internal connections Implementation
- Implementation of fully switched and managed enterprise WAN solution
- Implementation of secure wireless networking across multiple school campuses
- Enterprise structured cabling design implementation including Cat5e/6/6A and fiber
- Internet router installation
- Firewall implementation
- Upgrade of WAN to 1Gbps/10Gbps
- Design and deployment of 40 Gb WAN
- Large public venue Wi-Fi design and deployment
- Enterprise server implementation and storage consolidation projects
- Microsoft Windows Server installation and support
- Microsoft Windows and Office installation and support
- District server consolidation with VMWare virtualization and iSCSI SAN
- Data backup services/disaster recovery implementation
- Bond issue preparation
- Fixed asset system project management and implementation
- Full IT support service for network and clients
- IT Services outsourcing network and desktops
- Information technology advisement and design services
- Managed service contract utilizing remote monitoring, remote support and on-site support
- Lightspeed Systems installation
- Installation and support of district software applications, i.e. Destiny library system, Renaissance Learning, NCS/Person, MAS (Municipal Accounting System), ADPC
- TrendMicro Anti-Virus
- Dell and HPE desktop installation
- Dell and HPE warranty support services
- H.323 / H.264 video conference/distance learning installation and support
- Implementation and support of video surveillance system
- Enterprise printing
- Implementation of full VoIP system
- Implemented intercom/clock/bell system
- Implemented Intelligent classroom project

**VENDOR PARTNERSHIPS**





**E-RATE CATEGORY 2 CONTRACT - FUNDING YEAR 2026-2027**

This is an Agreement between United Systems, LLC and Owasso Public Schools (Applicant) effective January 1<sup>st</sup>, 2026. For setting forth the exclusive terms and conditions by which Applicant will issue Purchase Orders for the purchase and installation of Category 2 E-rate Eligible Services which provide and/or support access to the Internet as evidenced by:

Quote Number 019016 in the Amount of \$ 525,272 .33 for C2 Internal Connections  
Contract # **Owasso Public Schools - FY2026-2027-CAT2-IC**

**PURCHASE ORDERS**

Applicant is not obligated to issue any Purchase Orders under this agreement until the approval has been received from the Universal Service Administrative Company (USAC) Schools and Libraries Division (SLD) for E-Rate discounts. Applicant may issue Purchase Orders, which will contain the specific locations receiving services and the timing for services to begin, which will be agreed upon by both parties. Applicant shall have the right by written order to make changes in the work, specifications, or quality, provided any change in price or delivery caused thereby shall be adjusted equitably by mutual agreement. United Systems will provide the Category 2 Services as described.

**PAYMENT METHOD**

Work at each site is to be invoiced in total when the job has commenced. Payment will be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. The School Board reserves the right to withhold any or all payments or portions thereof for the contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

**GOVERNING LAW**

This agreement shall be interpreted and enforced in accordance with the laws of the State of Oklahoma.

**TERM**

In accordance with E-rate FY2026-2027, this agreement is in effect for the period of July 1, 2026, through (a) June 30, 2027, for recurring services or (b) September 30, 2029, for non-recurring services. This agreement may be extended and otherwise altered to coincide with any funding delays or other unforeseen circumstances that do not allow the contract to be fulfilled within the original stated timeframe. This agreement may also be voluntarily extended annually up to four 1-year renewals through mutual agreement by both parties. This agreement may only be terminated in the event that United Systems is unable or unwilling to perform delivery of associated products and services.

**FORCE MAJEURE**

Neither United Systems nor Applicant shall be responsible for damages resulting from riots, flood, strikes, Acts of God and/or other foreseen events.

**WARRANTY**

United Systems will provide a warranty from the manufacturer. United Systems certifies that it has the insurance coverage for General Liability of \$1,000,000 combined single limits and Worker's Compensation as required by law. In no event shall United Systems be liable for consequential damages.

**EXECUTION**

Everyone executing this Agreement on behalf of a party to this agreement represents and personally warrants that he has authority to enter into this Agreement on behalf of such party and that this Agreement is binding on such party.

Owasso Public Schools  
1501 N. Ash  
Owasso, OK 74055  
FCC Form 470 #260001702

United Systems, LLC  
5700 N Portland Ave, Suite 201  
Oklahoma City, OK 73112  
SPIN # 143004698

By \_\_\_\_\_  
Authorized Signature  
Date \_\_\_\_\_

By David Laase  
United Systems Representative  
Date December 3, 2025

---

***CATEGORY 2 INTERNAL CONNECTIONS QUOTE***

Phone: 405-523-2162

Email: [dlaase@unitedsystemsok.com](mailto:dlaase@unitedsystemsok.com)Web: <http://www.unitedsystemsok.com>

We have prepared a quote for you

**Owasso Schools - E-rate FY2026 -  
470 260001702 - C2 Internal  
Connections**

Quote # 019016  
Version 1

Prepared for  
**Owasso Ind School Dist 11**

Prepared by  
**David Laase**

Phone: 405-523-2162

Email: [dlaase@unitedsystemsok.com](mailto:dlaase@unitedsystemsok.com)

Web: <http://www.unitedsystemsok.com>

## Owasso Schools - E-rate FY2026 - 470 260001702 - C2 Internal Connections

Prepared for:

**Owasso Ind School Dist 11**

1501 N. Ash  
Owasso, OK 74055  
Michelle Baker  
(918) 706-3427  
[michelle.baker@owassops.org](mailto:michelle.baker@owassops.org)

Prepared by:

**United Systems, LLC**

David Laase  
405-778-8326  
Fax 405-523-2185  
[dlaase@unitedsystemsok.com](mailto:dlaase@unitedsystemsok.com)

Quote Information:

**Quote #: 019016**

Version: 1  
Delivery Date: 11/18/2025  
Expiration Date: 11/25/2025

Aruba Switches		Price	Qty	Ext. Price
JL659A	<b>HPE Aruba 6300M Ethernet Switch - 48 SR5 Ports - Class 6 PoE - 4 SFP56 - Manageable - 3 Layer Supported - Modular - 4 SFP Slots - Twisted Pair, Optical Fiber - 1U High - Rack-mountable - Lifetime Limited Warranty</b>	\$5,673.08	36	\$204,230.88
JL670A	<b>HPE Aruba X372 54VDC 1600W PS</b>	\$805.27	72	\$57,979.44
JZ536AAE	<b>HPE Aruba Networking Central Switch Class-3 Advanced 3-year Subscription E-STU</b> E-RATE ELIGIBLE: \$560.29 E-RATE INELIGIBLE: \$275.96	\$836.25	36	\$30,105.00
92099	<b>FS J9151D HPE Aruba Compatible 10GBASE-LR SFP+ 1310nm 10km DOM Duplex LC/UPC SMF Optical Transceiver Module for HPE Aruba</b>	\$104.64	59	\$6,173.76
Cabling Hardware	<b>Cabling Hardware - Single-Mode Fiber Patch Cables</b> Cabling Hardware - Single-Mode Fiber LC Patch Cables	\$20.00	20	\$400.00
<b>USI SERVICES</b>				
Installation- Network Equipment	<b>USI Installation - Aruba Switches</b> Installation & Configuration of Network Equipment - Aruba Switches	\$10,440.00	1	\$10,440.00
Travel	<b>USI Travel - Aruba Switches</b> Related Travel Expenses	\$2,470.00	1	\$2,470.00
Project Management	<b>USI Project Management - Aruba Switches</b> Project Management - United Systems will assign a project manager with the responsibilities of coordination of all equipment installation.	\$1,500.00	1	\$1,500.00
<b>Subtotal</b>				<b>\$313,299.08</b>

Phone: 405-523-2162

 Email: [dlaase@unitedsystemsok.com](mailto:dlaase@unitedsystemsok.com)

 Web: <http://www.unitedsystemsok.com>

Aruba Wireless - All 600 Series (Matches RFP)		Price	Qty	Ext. Price
R7J28A	<b>HPE Aruba AP-635 (US) - Campus - wireless access point - ZigBee, Bluetooth 5.0 - ZigBee, Bluetooth, Wi-Fi 6E - 2.4 GHz, 5 GHz, 6 GHz</b>	\$454.89	273	\$124,184.97
S4K79A	<b>HPE Aruba Mounting Bracket for Wireless Access Point, Network Device</b>	\$19.08	273	\$5,208.84
R7J39A	<b>HPE Aruba AP-655 (US) - Campus - wireless access point - Wi-Fi 6E</b>	\$644.18	15	\$9,662.70
S4K79A	<b>HPE Aruba Mounting Bracket for Wireless Access Point, Network Device</b>	\$19.08	15	\$286.20
S1G54A	<b>HPE Arua ANW AP-654-US Tri-radio 4x4:4 Wi-Fi 6E External Antennas Campus AP</b>	\$673.53	15	\$10,102.95
S1J09A	<b>HPE Aruba Networking AP-ANT-MNT-U Universal AZ/EL Adjustable Antenna Pole/Wall Mount Kit</b>	\$54.59	15	\$818.85
S1F82A	<b>HPE Aruba ANW AP-ANT-340 Cabled RP-SMA Tri-Band 4x4 Downtilt Omni Ceiling Antenna</b>	\$125.90	15	\$1,888.50
S0P55A	<b>HPE Aruba Networking AP-677 (EG) Tri Radio 2x2 Wi-Fi 6E Internal Directional Outdoor AP</b>	\$967.01	3	\$2,901.03
R6W11A	<b>HPE Aruba Networking AP-270-MNT-H3 Outdoor AP Hanging Dual-Tilt Pole/Wall Mounting Bracket</b>	\$56.05	3	\$168.15
Q9Y59AAE	<b>HPE Aruba Central Foundation - Subscription License - 1 Access Point - 3 Year - Electronic</b>	\$129.26	306	\$39,553.56
<b>USI SERVICES</b>				
Installation- Network Equipment	<b>USI Installation - Aruba Wireless</b> Installation & Configuration of Network Equipment - Aruba Wireless	\$2,900.00	1	\$2,900.00
Installation- Network Equipment	<b>USI Installation - Attach Indoor APs</b> Installation of Network Equipment - Attach AP to Ceiling Grid	\$10,226.25	1	\$10,226.25
Installation- Network Equipment	<b>USI Installation - Attach Outdoor APs</b> Installation of Network Equipment - Mount Outdoor APs	\$101.25	1	\$101.25
Travel	<b>USI Travel - Aruba Wireless</b> Related Travel Expenses	\$2,470.00	1	\$2,470.00

Phone: 405-523-2162

Email: [dlasee@unitedsystemsok.com](mailto:dlasee@unitedsystemsok.com)

Web: <http://www.unitedsystemsok.com>

Aruba Wireless - All 600 Series (Matches RFP)		Price	Qty	Ext. Price
Project Management	<b>USI Project Management - Aruba Wireless</b> Project Management - United Systems will assign a project manager with the responsibilities of coordination of all equipment installation.	\$1,500.00	1	\$1,500.00
<b>Subtotal</b>				<b>\$211,973.25</b>

Aruba Wireless - Includes 700 Series (WiFi7) - ALTERNATIVE * Optional		Price	Qty	Ext. Price
<b>REPLACE AP-635 with AP-735</b>				
<b>REPLACE AP-655 with AP-755</b>				
S1G43A	HPE Aruba Networking AP735 (US) Triradio 2x2:2 802.11be WiFi 7 Internal Antennas Campus AP, WiFi 7 (802.11be) brings multilink operation (MLO) for channel aggregation and 4K QAM for higher throughput and lower latency	\$526.79	273	\$143,813.67
S4K79A	HPE Aruba Mounting Bracket for Wireless Access Point, Network Device	\$19.08	273	\$5,208.84
S1G85A	HPE Aruba Networking AP-755 (US) Tri Radio 4x4 Wi-Fi 7 Internal Antennas Campus Access Point - 2.4 GHz, 5 GHz, 6 GHz - 4x4 MIMO - Omni-directional antennas - RJ45,USB, Serial console interface	\$761.58	15	\$11,423.70
S4K79A	HPE Aruba Mounting Bracket for Wireless Access Point, Network Device	\$19.08	15	\$286.20
S1G54A	HPE Arua ANW AP-654-US Tri-radio 4x4:4 Wi-Fi 6E External Antennas Campus AP	\$673.53	15	\$10,102.95
S1J09A	HPE Aruba Networking AP-ANT-MNT-U Universal AZ/EL Adjustable Antenna Pole/Wall Mount Kit	\$54.59	15	\$818.85
S1F82A	HPE Aruba ANW AP-ANT-340 Cabled RP-SMA Tri-Band 4x4 Downtilt Omni Ceiling Antenna	\$125.90	15	\$1,888.50
S0P55A	HPE Aruba Networking AP-677 (EG) Tri Radio 2x2 Wi-Fi 6E Internal Directional Outdoor AP	\$967.01	3	\$2,901.03
R6W11A	HPE Aruba Networking AP-270-MNT-H3 Outdoor AP Hanging Dual-Tilt Pole/Wall Mounting Bracket	\$56.05	3	\$168.15
Q9Y59AAE	HPE Aruba Central Foundation - Subscription License - 1 Access Point - 3 Year - Electronic	\$129.26	306	\$39,553.56

**USI SERVICES**

Phone: 405-523-2162

 Email: [dlaase@unitedsystemsok.com](mailto:dlaase@unitedsystemsok.com)

 Web: <http://www.unitedsystemsok.com>

Aruba Wireless - Includes 700 Series (WiFi7) - ALTERNATIVE		* Optional	Price	Qty	Ext. Price
Installation- Network Equipment	<b>USI Installation - Aruba Wireless</b> Installation & Configuration of Network Equipment - Aruba Wireless		\$2,900.00	1	\$2,900.00
Installation- Network Equipment	<b>USI Installation - Attach Indoor APs</b> Installation of Network Equipment - Attach AP to Ceiling Grid		\$10,226.25	1	\$10,226.25
Installation- Network Equipment	<b>USI Installation - Attach Outdoor APs</b> Installation of Network Equipment - Mount Outdoor APs		\$101.25	1	\$101.25
Travel	<b>USI Travel - Aruba Wireless</b> Related Travel Expenses		\$2,470.00	1	\$2,470.00
Project Management	<b>USI Project Management - Aruba Wireless</b> Project Management - United Systems will assign a project manager with the responsibilities of coordination of all equipment installation.		\$1,500.00	1	\$1,500.00
<b>* Optional Subtotal</b>					<b>\$233,362.95</b>

Phone: 405-523-2162

 Email: [dlaase@unitedsystemsok.com](mailto:dlaase@unitedsystemsok.com)

 Web: <http://www.unitedsystemsok.com>

Quote Summary	Amount
Aruba Switches	\$313,299.08
Aruba Wireless - All 600 Series (Matches RFP)	\$211,973.25
<b>Total:</b>	<b>\$525,272.33</b>

*Optional Expenses	One-Time
<del>Aruba Wireless - Includes 700 Series (WiFi7) - ALTERNATIVE</del>	<del>\$233,362.95</del>
<del><b>Optional Subtotal:</b></del>	<del><b>\$233,362.95</b></del>

#### Notice of Tariff Implications on Pricing and Quotes

As we are sure you are aware, the United States has recently implemented additional tariffs on a global scale and the situation remains dynamic. Many of our manufacturer partners have taken steps to help reduce the potential risks and impacts of these tariffs. Despite these measures, the potential exists for pricing and quotes to be impacted by increases without advance warning. We have been receiving notices of tariff-related price increases from our vendor and manufacturer partners almost daily, as well as undefined future increases.

United Systems will always take every precaution and action possible to avoid increases to quotes and proposals delivered to you. However, the fact remains that some of these matters are outside of our control. As of May 1, 2025, price quotes will only be valid for seven (7) days. We will make our best effort to contact you if we receive notice of price increases that will impact a quote or proposal we have delivered to you so that a decision can be made on purchasing prior to the increase.

We value your business and are hopeful that these uncertain conditions will subside sooner rather than later.

Signature below constitutes acceptance of this quotation and authorizes United Systems LLC to proceed to supply all goods and services as stated. I hereby declare acceptance of payment terms, which is due upon receipt of invoice. Product will be invoiced when delivered and services will be invoiced as they are completed. Items that are returned or cancelled after written approval will be charged a restocking fee.

**United Systems, LLC**
**Owasso Ind School Dist 11**

Signature: David Laase

Name: David Laase

Title: Sales Solutions Manager

Date: 11/18/2025

Signature: \_\_\_\_\_

Name: Michelle Baker

Title: Executive Director of Technology

Date: \_\_\_\_\_

CERTIFICATE OF APPROVAL

December 8, 2025

Purchase Orders to be approved by the Board of Education:

**2025-2026 General Fund**

		<u>P.O. Nos.</u>	
<i>VENDORS</i>		967-1046	79,421.63
<i>VENDORS</i>	Change Orders		0.00
			<hr/>
			\$ 79,421.63
			<hr/> <hr/>

**2025-2026 Building Fund**

		<u>P.O. Nos.</u>	
<i>VENDORS</i>		82-87	40,550.00
<i>VENDORS</i>	Change Orders		0.00
			<hr/>
			\$ 40,550.00
			<hr/> <hr/>

**2025-2026 Child Nutrition Fund**

		<u>P.O. Nos.</u>	
<i>VENDORS</i>		40	1,575.00
<i>VENDORS</i>	Change Orders		0.00
			<hr/>
			\$ 1,575.00
			<hr/> <hr/>

**2025-2026 Bond Fund 31**

		<u>P.O. Nos</u>	
<i>VENDORS</i>		289-298	113,457.47
<i>VENDORS</i>	Change Orders		0.00
			<hr/>
			\$ 113,457.47
			<hr/> <hr/>

**2025-2026 Bond Fund 33**

		<u>P.O. Nos</u>	
<i>VENDORS</i>			0.00
<i>VENDORS</i>	Change Orders		0.00
		<u>\$</u>	<u>-</u>

**2025-2026 Bond Fund 35**

		<u>P.O. Nos.</u>	
<i>VENDORS</i>			0.00
<i>VENDORS</i>	Change Orders		0.00
		<u>\$</u>	<u>-</u>

**2025-2026 Bond Fund 39**

		<u>P.O. Nos.</u>	
<i>VENDORS</i>			0.00
<i>VENDORS</i>	Change Orders		0.00
		<u>\$</u>	<u>-</u>

## Purchase Order Register

Options: Year: 2025-2026, Fund(s): 11 - GENERAL, Date Range: 11/6/2025 - 12/3/2025, PO Range: 967 - 1046

PO No	Date	Vendor No	Vendor	Description	Amount
967	11/07/2025	20281	FIGURE 53 LLC	King-Licensing/Production/Management	1,500.00
968	11/07/2025	11351	AMAZON	Kinder Nov/Dec STEM Supplies	324.78
969	11/07/2025	276	WALMART #168	Kinder Nov/Dec STEM Supplies	68.00
970	11/07/2025	9608	HOBBY LOBBY #25	Kinder Nov/Dec STEM Supplies	67.74
971	11/07/2025	12250	ADMIRAL EXPRESS OFFICE SUPPLY	PO for Construction Paper	125.00
972	11/07/2025	15498	FASTSIGNS	Sign for Playground Chain	75.00
973	11/07/2025	20286	SHANNON KOSS	Rejoice-Registration 2026 Midwest ACT Summit	170.00
974	11/07/2025	18354	SCHOOL SPECIALTY LLC	Construction Papers	250.00
975	11/07/2025	16479	MESHILLE BARNHART	Travel Per Diem - NJOM Conference - 11/2025	100.00
976	11/07/2025	13100	VICKIE GRAHAM	Travel Per Diem - NJOM Conference - 11/2025	100.00
977	11/07/2025	84919	SIERRA OLMSTEAD	Travel Per Diem - NJOM Conference - 11/2025	100.00
978	11/07/2025	13821	KYLE SPRAGUE	Travel Per Diem - NJOM Conference - 11/2025	100.00
979	11/07/2025	9322	OWEN HAWZIPTA	Travel Per Diem - NJOM Conference - 11/2025	100.00
980	11/07/2025	86961	ANGELA CATE STALL	Travel Per Diem - NJOM Conference - 11/2025	100.00
981	11/07/2025	18152	CHASE/STAFF TRAVEL EXPENSES	Staff Travel Emergency Expenses	0.00
982	11/12/2025	18152	CHASE/STAFF TRAVEL EXPENSES	Staff Travel Emergency Expenses - Nov. 13-16, 2025	500.00
983	11/13/2025	12419	JOHNSTONE SUPPLY OF OWASSO	Blanket PO For District Wide HVAC Parts	5,000.00
984	11/13/2025	11351	AMAZON	Tissue Paper for Lessons	20.00
985	11/13/2025	11351	AMAZON	Disc Golf Storage Rack	100.00
986	11/13/2025	11351	AMAZON	RICHERSON/WEST MAIN OFFICE VACUUM	179.99
987	11/13/2025	11351	AMAZON	Tutoring Instructional Supplies-Bailey Elementary	349.55
988	11/13/2025	5059	OK SCHOOL PSYCHOLOGICAL ASSOC.	2025 OSPA Annual Conference 12/11-12/12	880.00
989	11/13/2025	304	MUSKOGEE HIGH SCHOOL	Galooob - Speech Tournament	250.00
990	11/13/2025	656	BOOKER T. WASHINGTON HIGH SCH	Galooob - Speech Tournament	250.00
991	11/18/2025	19170	Good Warrior Deer	Thanksgiving Presentation - 11/18/2025	150.00
992	11/18/2025	17164	JAMES GREGORY BILBY	Storytelling Presentations - 11/17/2025	200.00
993	11/18/2025	16521	OPERATION EAGLE INDIAN ED ASSOC	Native American Dance Presentations - 11/19/2025	450.00
994	11/18/2025	16011	CRYSTAL HANNA	Native American Clay Ornament Presentation	200.00
995	11/18/2025	17164	JAMES GREGORY BILBY	Storytelling Presentations - 12/5/2025	200.00
996	11/18/2025	16011	CRYSTAL HANNA	Clay Mask Presentations - December 2025	400.00

## Purchase Order Register

Options: Year: 2025-2026, Fund(s): 11 - GENERAL, Date Range: 11/6/2025 - 12/3/2025, PO Range: 967 - 1046

PO No	Date	Vendor No	Vendor	Description	Amount
997	11/18/2025	10483	SAM'S CLUB	Parent Meeting Refreshments	40.00
998	11/18/2025	18795	KELSEY NICOLETTE COOPER	Higher Ed Presentation - 11/20/2025	150.00
999	11/18/2025	82536	DONNA M DUNKERSON	Native Dance Presentation - 11/19/2025	400.00
1000	11/18/2025	19707	PATRICIA Y LAUGHLIN	Frybread Presentation - 11/20/2025	200.00
1001	11/18/2025	82536	DONNA M DUNKERSON	Finger Weaving Presentation - 12/19/2025	100.00
1002	11/18/2025	276	WALMART #168	LEANDER/KITCHEN & CLASSROOM SUPPLIES	200.00
1003	11/18/2025	17994	THOMPSON BROS SUPPLIES INC	DAVID/CNC PLASMA MACHINE TABLE	25,000.00
1004	11/18/2025	276	WALMART #168	ROBISON/SCIENCE CLASS SUPPLIES	300.00
1005	11/18/2025	11351	AMAZON	Candy canes - descrip witing/art items parent gift	250.00
1006	11/18/2025	276	WALMART #168	items for desc writing popcorn/hot choc/c.canes	100.00
1007	11/18/2025	11351	AMAZON	HP Cartridges for Bailey	500.00
1008	11/18/2025	11351	AMAZON	STEM Items for Bailey	1,288.29
1009	11/18/2025	11351	AMAZON	FACS Classroom Supplies	486.27
1010	11/18/2025	11351	AMAZON	Bounce House for DD3/4 class	150.00
1011	11/20/2025	5612	GREAT EXPECTATIONS-NSU	Coaching Sessions-Mills and Smith	3,000.00
1012	11/20/2025	10115	LIGHTSPEED TECHNOLOGIES, INC.	Flexmike and Cradle for Redcat	630.00
1013	11/20/2025	276	WALMART #168	3rd Grade Winter STEM Supplies	100.00
1014	11/20/2025	11351	AMAZON	2nd & Mathletes Classroom Supplies	20.00
1015	11/20/2025	16138	ASSOCIATED THEATRICAL CONTRACTORS	Green - Rigging Supplies	100.00
1016	11/20/2025	65	DRAMATISTS PLAY SERVICE, INC	Botts - Rights, Royalties, Scripts	1,039.37
1017	11/20/2025	87393	THOMAS D YOUNG	Barber - District NafME Membership	150.00
1018	11/20/2025	7607	B & H FOTO & ELECTRONICS	Boom Mic Stand & Mobile Mic w/ Transmitter	212.23
1019	11/20/2025	11351	AMAZON	Set of 6 Noise Reduction Headphones	58.69
1020	11/20/2025	11351	AMAZON	Office supplies	100.00
1021	11/20/2025	11351	AMAZON	Storage Shelves for Northeast Elementary	68.45
1022	11/20/2025	18919	JIGSAW LEARNING LLC	Basic and Encore Student Subscription	2,486.00
1023	11/20/2025	11351	AMAZON	Cultural Craft Supplies	630.46
1024	11/20/2025	82536	DONNA M DUNKERSON	Braided Bracelets	400.00
1025	11/20/2025	4999	OFFICE DEPOT	OPEN: Office supplies	250.00
1026	11/20/2025	3163	BROWN FARMS L.L.C.	Blanket PO for District Wide Sod Supplies	1,000.00
1027	12/01/2025	11351	AMAZON	Classroom supplies for STEM	1,500.00
1028	12/02/2025	4999	OFFICE DEPOT	Office Supplies - Blanket PO	400.00
1029	12/02/2025	11351	AMAZON	Books for 1st Grade	110.00

## Purchase Order Register

Options: Year: 2025-2026, Fund(s): 11 - GENERAL, Date Range: 11/6/2025 - 12/3/2025, PO Range: 967 - 1046

PO No	Date	Vendor No	Vendor	Description	Amount
1030	12/02/2025	11351	AMAZON	1st Grade STEM	115.00
1031	12/02/2025	4504	SHERWIN-WILLIAMS	Paint for staff bathroom	120.00
1032	12/02/2025	11351	AMAZON	Shelf for staff bathroom	104.49
1033	12/02/2025	276	WALMART #168	LEANDER/OPEN PO/PERISHABLE KITCHEN FOODS	200.00
1034	12/02/2025	13825	OKLAHOMA SCIENCE AND	Robotics Competition Registration -Mills	90.00
1035	12/02/2025	11351	AMAZON	office supplies	80.00
1036	12/03/2025	13281	CONTRACT PAPER GROUP	Blanket PO for District Wide Copy Paper	23,326.80
1037	12/03/2025	18354	SCHOOL SPECIALTY LLC	Construction Papers	200.00
1038	12/03/2025	9608	HOBBY LOBBY #25	CANNADY/LEATHERWORKING LAB SUPPLIES	500.00
1039	12/03/2025	8374	STATE OF OKLAHOMA	FRY/STEM MIDWINTER CONFERENCE	50.00
1040	12/03/2025	18938	Ventris Learning LLC	UFLI Foundation Teacher Manuals (3)	230.00
1041	12/03/2025	11308	DISCOUNT SCHOOL SUPPLY	Paint for school wide use	150.00
1042	12/03/2025	12022	NCS PEARSON	Testing Materials	143.50
1043	12/03/2025	11351	AMAZON	Supplies for students at Morrow Elementary	125.00
1044	12/03/2025	11351	AMAZON	Adhesive for baseboards	7.02
1045	12/03/2025	11351	AMAZON	Light Covers for Resource room	75.00
1046	12/03/2025	11351	AMAZON	4th Grade STEAM Supplies	175.00

<b>Non-Payroll Total:</b>	<b>\$79,421.63</b>
---------------------------	--------------------

<b>Payroll Total:</b>	<b>\$0.00</b>
-----------------------	---------------

<b>Report Total:</b>	<b>\$79,421.63</b>
----------------------	--------------------

Purchase Order Register

Options: Year: 2025-2026, Fund(s): 21 - BUILDING, Date Range: 11/6/2025 - 12/3/2025, PO Range: 82 - 87

PO No	Date	Vendor No	Vendor	Description	Amount
82	11/20/2025	19026	E EI GROUP LLC	Blanket PO for HVAC Parts & Repairs	8,000.00
83	11/20/2025	13327	STAPLES INC	Blanket PO for Custodial Supplies	1,000.00
84	11/20/2025	19900	ELLIOTT ELECTRIC SUPPLY INC	Blanket PO for Electrical & Lighting Supplies	15,000.00
85	11/20/2025	17993	NOVALCO INC	Blanket PO for Door Parts & Repairs	5,000.00
86	12/03/2025	20280	UNITED DOOR LLC	Blanket PO for District Wide Garage Door Repairs	5,000.00
87	12/03/2025	18578	SCOTT GREGG	Baseball Dugout Drain System	6,550.00
<b>Non-Payroll Total:</b>					<b>\$40,550.00</b>
<b>Payroll Total:</b>					<b>\$0.00</b>
<b>Report Total:</b>					<b>\$40,550.00</b>

Purchase Order Register

Options: Year: 2025-2026, Fund(s): 22 - CHILD NUTRITION, Date Range: 11/6/2025 - 12/3/2025, PO Range: 40 - 40

PO No	Date	Vendor No	Vendor	Description	Amount
40	12/01/2025	16795	GLOBAL PAYMENTS INC	Mosaic Vending Station License	1,575.00
<b>Non-Payroll Total:</b>					<b>\$1,575.00</b>
<b>Payroll Total:</b>					<b>\$0.00</b>
<b>Report Total:</b>					<b>\$1,575.00</b>

Purchase Order Register

Options: Year: 2025-2026, Fund(s): 31 BOND - 2022, Date Range: 11/6/2025 - 12/3/2025, PO Range: 289 - 298

PO No	Date	Vendor No	Vendor	Description	Amount
289	11/10/2025	16285	BRIDGEPOINT ELECTRIC INC	Electrical for new garage doors at bus barn	10,338.00
290	11/10/2025	20280	UNITED DOOR LLC	New bus barn garage doors	8,250.00
291	11/13/2025	19585	FOUR STATE MAINTENANCE SUPPLY INC	District Wide Cleaning Equipment	10,000.00
292	11/13/2025	154	SAIED MUSIC CO	Gorham - Instruments	15,675.60
293	11/17/2025	19835	SECONDARY RHODES	District Wide Building Envelope Repairs	30,000.00
294	11/20/2025	20292	RAMCRETE	High School Polishing of Concrete Floors	11,320.00
295	11/20/2025	20294	RUBY CLAY COMPANY LLC	Barber - Kiln	5,000.00
296	12/03/2025	175	HERTZBERG-NEW METHOD, INC.	BULK BOOK ORDER FOR LIBRARY	3,671.87
297	12/03/2025	19820	MOISES MEJIA	High School Track Concrete Curb	3,150.00
298	12/03/2025	13710	PALEN MUSIC - BROKEN ARROW	Gorham - Instruments	16,052.00
<b>Non-Payroll Total:</b>					<b>\$113,457.47</b>
<b>Payroll Total:</b>					<b>\$0.00</b>
<b>Report Total:</b>					<b>\$113,457.47</b>



**Subscription Order Form**

Company Address	9815 S Monroe St, STE 204 Sandy, Utah 84070 United States	Quote Number	00694735
Created Date	11/13/2025	Contract Length	1 Year
Prepared By	Devin McCarthy	Start Date	1/1/2026
Email	devin.mccarthy@arbitersports.com	End Date	12/31/2026
Billing Schedule	One-Time		

**Customer Billing**

Account Name	Owasso High School	Primary Contact	Lori Snodgrass
Billing Contact	Lori Snodgrass	Primary Email	lori.snodgrass@owassops.org
Billing Email	<a href="mailto:lori.snodgrass@owassops.org">lori.snodgrass@owassops.org</a>	Primary Title	Athletic Financial Clerk
Billing Phone	(918) 272-1867	Primary Phone	(918) 272-1867
Bill To	1501 N Ash Street Owasso, Oklahoma 74055 United States	Address	1501 N Ash Street Owasso, Oklahoma 74055-8734 United States

**Subscriptions & Services**

Product	Quantity	Sales Price	Total Price
300- (YEAR 1) ArbiterPay	1.00	\$3,606.00	\$3,606.00

**Year 1**

Year 1 Start Date	1/1/2026	Year 1 Total	\$3,606.00
Year 1 End Date	12/31/2026	Year 1 Payment Due	1/31/2026

**Contract Total**

Subtotal	\$3,606.00
Total Discount	\$0.00
Grand Total	\$3,606.00

**Terms & Conditions**

Standard Conditions:

1. This Subscription Order Form is governed by ArbiterSports website's standard Terms and Conditions ("Terms and Conditions") <https://www.arbitersports.com/terms-and-conditions/>, if Customer is subscribing to ArbiterPay, by ArbiterSports' standard Payor Agreement for ArbiterPay Users (the "ArbiterPay Agreement") <https://www.arbitersports.com/payor-agreement> (if applicable), each incorporated herein by reference.
2. In the event of any conflict or inconsistency between the Special Instructions or Standard Conditions of this Subscription Order Form and any provisions of the Terms and Conditions or the ArbiterPay Agreement, this Subscription Order Form shall govern and control.
3. Notwithstanding any provision of the Terms and Condition or the ArbiterPay Agreement, upon a material breach by ArbiterSports which is not cured within 30 days following receipt of written notice, Customer may terminate its subscription and receive the prorated amount paid by



Customer for the applicable year.

4. The Terms and Conditions and the ArbiterPay Agreement (if applicable), together with this Subscription Order Form, represent the entire agreement between the parties and cannot be overridden by terms contained in any later received document unless the additional terms are accepted in writing by both parties.

5. All references to monetary values shall mean United States dollars and do not include any taxes that may apply.

6. CUSTOMER AUTHORIZES ARBITERSPORTS TO CHARGE CUSTOMER'S ARBITERSPORTS ACCOUNT FOR ANY AMOUNTS ARISING FROM OR RELATING TO THE ABOVE SERVICES WITHOUT FURTHER AUTHORIZATION FROM CUSTOMER.

7. UNLESS CUSTOMER NOTIFIES ARBITERSPORTS IN WRITING (INCLUDING VIA THE ABOVE ARBITERSPORTS EMAIL ADDRESS) 10 DAYS PRIOR TO THE END OF CUSTOMER'S SUBSCRIPTION, CUSTOMER'S SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL TERM EQUAL TO THE LENGTH OF THE ORIGINAL TERM (FOR EXAMPLE, A TWO-YEAR TERM WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL TWO-YEAR TERM). IF ARBITERSPORTS INCREASES THE ANNUAL SUBSCRIPTION PRICE FOR ANY SERVICES, ARBITERSPORTS WILL NOTIFY CUSTOMER IN WRITING (INCLUDING VIA THE ABOVE CUSTOMER EMAIL ADDRESS) OF SUCH INCREASE AT LEAST 30 DAYS PRIOR TO THE END OF CUSTOMER'S SUBSCRIPTION. IN THE EVENT CUSTOMER DOES NOT TERMINATE, THE RENEWAL WILL BE AT THE INCREASED PRICES.

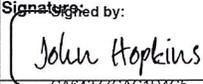
8. I hereby authorize ArbiterSports, LLC to initiate a withdrawal from my account within ArbiterPay to pay for services as indicated. I also authorize ArbiterSports, LLC to make deposits to this account in the event that an entry is made in error. I agree that no prior notification will be provided unless the date or amount changes, in which case you will receive notice at least 10 days prior to the payment being collected.

**Customer to Complete:**

Is a Purchase Order required for ArbiterSports to receive payment for the Services in this Subscription Order Form? Please fill in **YES** or **NO** here:

**Acknowledgment and Acceptance of Terms**

By signing this Subscription Order Form, the individual signing on behalf of Customer is committing and confirming that they are authorized by Customer to execute this Subscription Order Form and to purchase the Service listed above.

<b>Accepted By (Legal Entity):</b>	<b>Accepted By (Legal Entity):</b> ArbiterSports, LLC
<b>Signature:</b>	<b>Signature:</b> Signed by: 
<b>Print Name:</b>	<b>Print Name:</b> John Hopkins
<b>Title:</b>	<b>Title:</b> Chief Financial Officer (CFO)
<b>Date:</b>	<b>Date:</b> 11/13/2025

# Owasso Public Schools

## Cash Balances

Options: Fiscal Years: 2026, Funds: 60, As Of Date: 11/30/2025, Account Types: All

### Cash By Account and Fund

AC 0110	ROGERS COUNTY BANK				
2026	60	60 - ACTIVITY FUND			\$3,494,840.45
			Total AC	0110	<u>\$3,494,840.45</u>
					<u>\$3,494,840.45</u>

### Cash By Fund

2026	60	60 - ACTIVITY FUND			\$3,494,840.45
					<u>\$3,494,840.45</u>



# Owasso Public Schools

## Revenue/Expenditure Summary

**Options:** Fund: 60, Date Range: 7/1/2025 - 11/30/2025

	Begin		Adjusting		Cash End		
	Balance	Receipts	Entries	Payments	Balance	Unpaid POs	End Balance
801 ESC ACTIVITY FUND	\$0.00	\$35,742.57	\$212,412.54	\$22,164.36	\$225,990.75	\$11,725.17	\$214,265.58
804 CN REFUND SUB ACCT	\$0.00	\$10,000.00	\$0.00	\$2,692.70	\$7,307.30	\$0.00	\$7,307.30
805 OHS ACTIVITY	\$0.00	\$21,530.00	\$144,060.05	\$11,147.70	\$154,442.35	\$7,314.27	\$147,128.08
806 HS AP	\$0.00	\$500.00	\$36,807.13	\$236.51	\$37,070.62	\$400.00	\$36,670.62
807 HS NATIONAL HONOR SOCIETY	\$0.00	\$2,920.00	\$19,775.00	\$2,307.96	\$20,387.04	\$2,487.00	\$17,900.04
808 HS STUDENT COUNCIL	\$0.00	\$34,135.23	\$78,420.45	\$22,788.36	\$89,767.32	\$5,200.00	\$84,567.32
809 HS SPEECH/DEBATE	\$0.00	\$0.00	\$4,345.40	\$0.00	\$4,345.40	\$0.00	\$4,345.40
810 OHS - TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$3,000.00	\$460.34	\$2,539.66	\$1,739.66	\$800.00
811 HS YOUTH ALIVE	\$0.00	\$0.00	\$805.69	\$0.00	\$805.69	\$0.00	\$805.69
812 HS YEARBOOK	\$0.00	\$427.00	\$12,024.96	\$866.01	\$11,585.95	\$485.00	\$11,100.95
814 HS ACADEMIC BOWL	\$0.00	\$0.00	\$409.86	\$120.00	\$289.86	\$0.00	\$289.86
815 HS EQUALITY CLUB	\$0.00	\$0.00	\$178.43	\$0.00	\$178.43	\$0.00	\$178.43
816 HS BAND	\$0.00	\$247,952.25	\$214,405.99	\$147,068.76	\$315,289.48	\$14,985.47	\$300,304.01
817 5TH GRADE HONOR CHOIR-DISTRICTWIDE	\$0.00	\$0.00	\$4,071.82	\$0.00	\$4,071.82	\$0.00	\$4,071.82
818 HS FFA	\$0.00	\$48,105.13	\$35,358.35	\$38,624.34	\$44,839.14	\$14,200.00	\$30,639.14
819 HS EAST - THE RAM RESERVE - SCHOOL STORE	\$0.00	\$1,848.00	\$297.51	\$1,675.07	\$470.44	\$415.48	\$54.96
820 HS STEM CLUB	\$0.00	\$0.00	\$79.25	\$0.00	\$79.25	\$0.00	\$79.25
821 HS COUNSELORS	\$0.00	\$0.00	\$2,892.15	\$34.25	\$2,857.90	\$0.00	\$2,857.90
822 HS ART	\$0.00	\$8,982.00	\$1,905.54	\$1,440.45	\$9,447.09	\$550.00	\$8,897.09
824 HS STAGECRAFT	\$0.00	\$0.00	\$405.18	\$0.00	\$405.18	\$0.00	\$405.18
825 HS LIBRARY	\$0.00	\$14,034.48	\$14,013.73	\$12,403.73	\$15,644.48	\$6,008.51	\$9,635.97
826 HS SENIOR CLASS	\$0.00	\$12,064.36	\$38,449.06	\$2,808.94	\$47,704.48	\$2,815.54	\$44,888.94
827 HS UNIFIED CLUB	\$0.00	\$0.00	\$866.54	\$0.00	\$866.54	\$0.00	\$866.54
828 HS JUNIOR CLASS	\$0.00	\$0.00	\$52,900.73	\$2,469.61	\$50,431.12	\$3,000.00	\$47,431.12
830 SPARK	\$0.00	\$439,023.91	\$186,776.27	\$269,762.92	\$356,037.26	\$56,164.82	\$299,872.44
831 E-SPORTS	\$0.00	\$3,936.75	\$1,232.74	\$614.53	\$4,554.96	\$2,262.50	\$2,292.46
834 HS FCA - FELLOWSHIP OF CHRISTIAN ATHLETES	\$0.00	\$115.00	\$115.00	\$0.00	\$230.00	\$0.00	\$230.00
835 HS HISTORY CLUB	\$0.00	\$747.00	\$430.62	\$258.17	\$919.45	\$200.00	\$719.45
836 HS WORLD TRAVEL CLUB	\$0.00	\$0.00	\$605.57	\$0.00	\$605.57	\$0.00	\$605.57
837 HS ROBOTICS	\$0.00	\$0.00	\$1,018.72	\$0.00	\$1,018.72	\$0.00	\$1,018.72
838 OHS LARP CLUB	\$0.00	\$0.00	\$139.99	\$0.00	\$139.99	\$80.00	\$59.99
839 HS DRAMA/PRODUCTIONS	\$0.00	\$13,671.30	\$14,821.99	\$2,828.98	\$25,664.31	\$6,466.25	\$19,198.06
840 8GC TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$314.15	\$1,185.85
841 EIGHTH GRADE ACTIVITY	\$0.00	\$40.00	\$19,303.72	\$0.00	\$19,343.72	\$0.00	\$19,343.72
842 EIGHTH GRADE STUDENT COUNCIL	\$0.00	\$887.00	\$6,631.07	\$1,255.77	\$6,262.30	\$100.00	\$6,162.30
844 EIGHTH GRADE FACS	\$0.00	\$930.00	\$3,386.66	\$0.00	\$4,316.66	\$500.00	\$3,816.66
845 EIGHTH GRADE YEARBOOK	\$0.00	\$43.00	\$3,503.73	\$119.83	\$3,426.90	\$0.00	\$3,426.90
848 EIGHTH GRADE ART	\$0.00	\$2,265.00	\$1,624.01	\$282.32	\$3,606.69	\$250.00	\$3,356.69
849 EIGHTH GRADE FOREIGN LANGUAGE	\$0.00	\$1,260.00	\$1,687.77	\$331.84	\$2,615.93	\$0.00	\$2,615.93
851 EIGHTH GRADE ROBOTICS	\$0.00	\$0.00	\$24.62	\$0.00	\$24.62	\$0.00	\$24.62
853 EIGHTH GRADE COMPUTER	\$0.00	\$150.00	\$441.42	\$0.00	\$591.42	\$0.00	\$591.42
855 EIGHTH GRADE ENGLISH	\$0.00	\$0.00	\$114.52	\$0.00	\$114.52	\$0.00	\$114.52
856 EIGHTH GRADE TEACHERS WELFARE	\$0.00	\$340.00	\$913.12	\$0.00	\$1,253.12	\$450.00	\$803.12
857 7TH GRADE STEM	\$0.00	\$1,235.00	\$92.81	\$372.69	\$955.12	\$850.00	\$105.12
858 EIGHTH GRADE FCCLA	\$0.00	\$1,230.00	\$8,075.87	\$1,530.26	\$7,775.61	\$662.14	\$7,113.47
859 EIGHTH GRADE STRENGTH & CONDITIONING / PE	\$0.00	\$200.00	\$924.98	\$63.59	\$1,061.39	\$887.62	\$173.77
860 EIGHTH GRADE STEM	\$0.00	\$200.00	\$591.09	\$0.00	\$791.09	\$0.00	\$791.09
861 SEVENTH GRADE ACTIVITY	\$0.00	(\$1.00)	\$24,418.94	\$2,187.66	\$22,230.28	\$0.00	\$22,230.28
862 SEVENTH GRADE YEARBOOK	\$0.00	\$0.00	\$5,212.49	\$3,126.76	\$2,085.73	\$0.00	\$2,085.73
863 SEVENTH FOREIGN LANGUAGE	\$0.00	\$971.00	\$522.08	\$569.13	\$923.95	\$200.00	\$723.95
864 SEVENTH GRADE STUDENT COUNCIL	\$0.00	\$3,254.00	\$2,447.06	\$2,399.06	\$3,302.00	\$1,035.00	\$2,267.00
866 SEVENTH GRADE SCIENCE	\$0.00	\$0.00	\$137.11	\$0.00	\$137.11	\$0.00	\$137.11

## Owasso Public Schools Revenue/Expenditure Summary

**Options:** Fund: 60, Date Range: 7/1/2025 - 11/30/2025

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
868 SEVENTH GRADE PHYS ED	\$0.00	\$375.00	\$3,378.28	\$0.00	\$3,753.28	\$0.00	\$3,753.28
869 7GC FACS	\$0.00	\$5,397.00	\$207.71	\$2,006.36	\$3,598.35	\$1,395.00	\$2,203.35
870 7GC TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,500.00	\$158.07	\$1,341.93	\$0.00	\$1,341.93
872 SEVENTH GRADE NATL JR HON SOC	\$0.00	\$0.00	\$1,991.74	\$300.00	\$1,691.74	\$300.00	\$1,391.74
874 SEVENTH GRADE LIBRARY	\$0.00	\$3,492.71	\$2,958.82	\$2,145.40	\$4,306.13	\$925.00	\$3,381.13
875 BARNES ACTIVITY	\$0.00	\$2,014.00	\$32,993.92	\$6,848.85	\$28,159.07	\$2,716.45	\$25,442.62
876 BARNES ALL IN	\$0.00	\$300.00	\$750.90	\$750.90	\$300.00	\$0.00	\$300.00
877 BARNES LIBRARY	\$0.00	\$4,439.30	\$22,802.73	\$5,953.83	\$21,288.20	\$0.00	\$21,288.20
879 SEVENTH GRADE ART	\$0.00	\$3,420.00	\$1,516.61	\$2,110.68	\$2,825.93	\$500.00	\$2,325.93
880 BARNES TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,000.00	\$312.81	\$687.19	\$150.00	\$537.19
881 BARNES MUSIC	\$0.00	\$495.00	\$34.30	\$0.00	\$529.30	\$495.00	\$34.30
882 ATOR LIBRARY	\$0.00	\$3,233.35	\$4,001.01	\$6,428.70	\$805.66	\$239.66	\$566.00
883 ATOR ACTIVITY	\$0.00	\$310.00	\$13,045.16	\$184.29	\$13,170.87	\$802.46	\$12,368.41
884 ATOR PHYSICAL EDUCATION	\$0.00	\$0.00	\$1,594.70	\$0.00	\$1,594.70	\$0.00	\$1,594.70
887 MILLS ACTIVITY	\$0.00	\$2,569.75	\$14,500.37	\$3,251.36	\$13,818.76	\$2,855.75	\$10,963.01
888 STUDENT LEADERSHIP	\$0.00	\$0.00	\$1,457.64	\$0.00	\$1,457.64	\$0.00	\$1,457.64
889 MILLS TEACHER WELFARE	\$0.00	\$789.00	\$3,899.71	\$0.00	\$4,688.71	\$800.00	\$3,888.71
890 MILLS TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,000.00	\$347.16	\$652.84	\$152.84	\$500.00
891 MILLS LIBRARY	\$0.00	\$5,066.37	\$7,949.13	\$1,001.31	\$12,014.19	\$3,467.07	\$8,547.12
892 SMITH TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,000.00	\$18.56	\$981.44	\$792.00	\$189.44
893 SMITH ACTIVITY	\$0.00	\$2,234.50	\$27,143.58	\$2,046.85	\$27,331.23	\$2,338.86	\$24,992.37
894 SMITH LIBRARY	\$0.00	\$4,160.15	\$10,298.10	\$3,249.78	\$11,208.47	\$3,411.50	\$7,796.97
895 SMITH RUN CLUB	\$0.00	\$0.00	\$23.00	\$0.00	\$23.00	\$0.00	\$23.00
897 SMITH TEACHERS WELFARE	\$0.00	\$1,175.00	\$1,883.37	\$1,456.84	\$1,601.53	\$250.00	\$1,351.53
898 HODSON ACTIVITY	\$0.00	\$3,438.29	\$37,409.06	\$8,987.24	\$31,860.11	\$4,010.88	\$27,849.23
899 HODSON TEACHER WELFARE	\$0.00	\$0.00	\$294.02	\$226.51	\$67.51	\$50.52	\$16.99
900 HODSON TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,000.00	\$415.76	\$584.24	\$334.24	\$250.00
901 HODSON LIBRARY	\$0.00	\$6,433.54	\$11,437.61	\$2,268.67	\$15,602.48	\$0.00	\$15,602.48
902 HODSON PHYS ED	\$0.00	\$0.00	\$813.26	\$0.00	\$813.26	\$0.00	\$813.26
903 HODSON MUSIC	\$0.00	\$1,995.00	\$817.08	\$1,213.03	\$1,599.05	\$1,402.76	\$196.29
904 NORTHEAST TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,000.00	\$129.60	\$870.40	\$670.40	\$200.00
905 NORTHEAST ACTIVITY	\$0.00	\$1,692.00	\$35,668.85	\$2,017.66	\$35,343.19	\$2,010.00	\$33,333.19
906 NORTHEAST TEACHERS WELFARE	\$0.00	\$0.00	\$220.54	\$0.00	\$220.54	\$150.00	\$70.54
907 NORTHEAST LIBRARY	\$0.00	\$6,575.63	\$33,208.79	\$8,594.26	\$31,190.16	\$6,691.87	\$24,498.29
911 BAILEY ACTIVITY	\$0.00	\$3,864.59	\$18,903.96	\$1,068.76	\$21,699.79	\$2,564.00	\$19,135.79
912 BAILEY TEACHERS WELFARE	\$0.00	\$7,562.92	\$190.56	\$227.00	\$7,526.48	\$250.00	\$7,276.48
914 BAILEY LIBRARY	\$0.00	\$5,519.33	\$7,489.55	\$5,596.59	\$7,412.29	\$1,123.00	\$6,289.29
915 BAILEY TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,000.00	\$150.64	\$849.36	\$0.00	\$849.36
924 EIGHTH GRADE LIBRARY	\$0.00	\$1,478.85	\$3,088.76	\$0.00	\$4,567.61	\$2,000.00	\$2,567.61
926 EIGHTH GRADE NATL JR HONOR SOC	\$0.00	\$1,665.00	\$2,659.25	\$1,093.10	\$3,231.15	\$620.00	\$2,611.15
927 EIGHTH GRADE SCIENCE	\$0.00	\$0.00	\$24.07	\$0.00	\$24.07	\$0.00	\$24.07
929 SPECIAL ED PROGRAMS	\$0.00	\$0.00	\$213,953.11	\$5,624.25	\$208,328.86	\$3,216.43	\$205,112.43
930 ATOR TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,000.00	\$194.10	\$805.90	\$100.00	\$705.90
932 SPEC OLYMPICS - DIST WIDE	\$0.00	\$6,411.00	\$80,295.51	\$2,373.05	\$84,333.46	\$0.00	\$84,333.46
933 RAM ACADEMY	\$0.00	\$4,111.61	\$6,673.95	\$3,130.70	\$7,654.86	\$2,485.44	\$5,169.42
934 INDIAN EDUCATION ACTIVITY	\$0.00	\$4,537.50	\$9,615.83	\$5,990.66	\$8,162.67	\$1,025.00	\$7,137.67
937 GRANTS (EXCEPT OEF-SEE 936)	\$0.00	\$10,000.00	\$5,451.56	\$4,245.90	\$11,205.66	\$6,569.36	\$4,636.30
938 STAFF APPRECIATION-DISTRICT SERVICES-FOOD ONLY	\$0.00	\$0.00	\$5,726.55	\$1,176.04	\$4,550.51	\$0.00	\$4,550.51
941 ATHLETICS	\$0.00	\$360,390.31	\$492,714.48	\$392,618.23	\$460,486.56	\$80,048.55	\$380,438.01
942 RAM PARTNERS	\$0.00	\$180,690.00	\$140,827.16	\$89,939.90	\$231,577.26	\$69,744.15	\$161,833.11

# Owasso Public Schools

## Revenue/Expenditure Summary

**Options:** Fund: 60, Date Range: 7/1/2025 - 11/30/2025

	Begin		Adjusting		Cash End		
	Balance	Receipts	Entries	Payments	Balance	Unpaid POs	End Balance
944 VIRTUAL/SUMMER SCHOOL	\$0.00	(\$25.00)	\$31,025.00	\$0.00	\$31,000.00	\$0.00	\$31,000.00
946 DISTRICT FINE ARTS	\$0.00	\$56,793.00	\$117,100.13	\$19,873.32	\$154,019.81	\$17,229.97	\$136,789.84
947 OPERATIONS WELFARE FUND	\$0.00	\$0.00	\$179.58	\$0.00	\$179.58	\$0.00	\$179.58
949 HEALTH SERVICES	\$0.00	\$0.00	\$106.29	\$0.00	\$106.29	\$0.00	\$106.29
951 RAM TEACHER WELFARE	\$0.00	\$0.00	\$4,327.98	\$67.93	\$4,260.05	\$0.00	\$4,260.05
953 HS FACS	\$0.00	\$4,930.00	\$6,806.67	\$2,881.05	\$8,855.62	\$3,343.98	\$5,511.64
957 HS VOCAL	\$0.00	\$52,805.30	\$49,060.12	\$30,901.17	\$70,964.25	\$24,882.00	\$46,082.25
960 STEM - 6GC	\$0.00	\$1,085.00	\$1,642.53	\$446.94	\$2,280.59	\$0.00	\$2,280.59
962 STUDENT HOLDING ACCOUNT	\$0.00	\$3,508.17	\$107,318.26	\$0.00	\$110,826.43	\$0.00	\$110,826.43
963 HS LIBERTY COMMITTEE	\$0.00	\$3,546.00	\$6,028.21	\$333.71	\$9,240.50	\$1,340.00	\$7,900.50
965 HS TEACHERS WELFARE	\$0.00	\$2,357.73	\$15,016.22	\$678.94	\$16,695.01	\$1,399.28	\$15,295.73
968 MORROW ACTIVITY	\$0.00	\$3,994.57	\$33,289.80	\$4,486.34	\$32,798.03	\$3,590.00	\$29,208.03
969 MORROW TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,000.00	\$468.18	\$531.82	\$281.82	\$250.00
970 RAM ACADEMY TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$300.00	\$122.94	\$177.06	\$0.00	\$177.06
971 HS FCCLA	\$0.00	\$2,410.50	\$4,912.89	\$3,593.01	\$3,730.38	\$975.94	\$2,754.44
972 MORROW TEACHER WELFARE	\$0.00	\$1,378.00	\$5,650.22	\$1,580.16	\$5,448.06	\$0.00	\$5,448.06
973 HS FOREIGN LANGUAGE CLUB	\$0.00	\$1,230.00	\$10,476.94	\$1,099.18	\$10,607.76	\$2,225.45	\$8,382.31
974 MORROW LIBRARY	\$0.00	\$6,803.72	\$12,485.68	\$11,874.44	\$7,414.96	\$736.50	\$6,678.46
975 SIXTH GRADE ACTIVITY	\$0.00	\$0.00	\$21,273.25	\$2,016.34	\$19,256.91	\$449.54	\$18,807.37
976 SIXTH GRADE PHYS ED	\$0.00	\$20.00	\$936.98	\$0.00	\$956.98	\$0.00	\$956.98
977 SIXTH GRADE STUDENT COUNCIL	\$0.00	\$0.00	\$5,343.45	\$446.52	\$4,896.93	\$0.00	\$4,896.93
978 SIXTH GRADE YEARBOOK	\$0.00	\$255.00	\$20,065.94	\$0.00	\$20,320.94	\$0.00	\$20,320.94
979 SIXTH GRADE COMPUTER	\$0.00	\$5.00	\$22.42	\$0.00	\$27.42	\$0.00	\$27.42
980 6GC TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00
982 SIXTH GRADE SCIENCE	\$0.00	\$0.00	\$117.39	\$0.00	\$117.39	\$0.00	\$117.39
983 SIXTH GRADE ART	\$0.00	\$3,505.00	\$4,501.31	\$838.50	\$7,167.81	\$0.00	\$7,167.81
984 SIXTH GRADE TEACHERS WELFARE	\$0.00	\$0.00	\$1,875.54	\$678.30	\$1,197.24	\$0.00	\$1,197.24
988 SIXTH GRADE SOCIAL STUDIES	\$0.00	\$0.00	\$2,123.01	\$0.00	\$2,123.01	\$150.00	\$1,973.01
989 SIXTH GRADE LIBRARY	\$0.00	\$2,670.70	\$14,992.74	\$604.33	\$17,059.11	\$3,200.00	\$13,859.11
990 STONE CANYON TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,000.00	\$255.35	\$744.65	\$0.00	\$744.65
993 SIXTH GRADE E.S.C.	\$0.00	\$0.00	\$1,572.00	\$0.00	\$1,572.00	\$0.00	\$1,572.00
994 STONE CANYON ACTIVITY	\$0.00	\$8,284.05	\$20,333.71	\$7,831.73	\$20,786.03	\$2,422.61	\$18,363.42
995 STONE CANYON TEACHERS WELF	\$0.00	\$0.00	\$971.97	\$0.00	\$971.97	\$0.00	\$971.97
997 STONE CANYON LIBRARY	\$0.00	\$9,113.10	\$19,749.84	\$11,848.96	\$17,013.98	\$12,112.90	\$4,901.08
998 CHROMEBOOK INS/ACCESORIES	\$0.00	\$28,887.50	\$31,910.08	\$7,509.00	\$53,288.58	\$34,491.00	\$18,797.58
<b>Total</b>	<b>\$0.00</b>	<b>\$1,748,133.02</b>	<b>\$2,988,009.77</b>	<b>\$1,241,302.34</b>	<b>\$3,494,840.45</b>	<b>\$457,237.76</b>	<b>\$3,037,602.69</b>



ACTIVITY ACCOUNT CHANGE REQUEST

ACCOUNT NUMBER 899 SITE: Hodson

ACCOUNT NAME Teacher Welfare

I would like to:

**REVISE ACCOUNT BUDGET:** Proposed new budget attached.

I am adding/deleting: use of funds for staff bathroom renovations

**ADD A NEW ACCOUNT:** I would like to **add** a new activity account.

Account Name: \_\_\_\_\_

The purpose of this account is: \_\_\_\_\_

\_\_\_\_\_

**DELETE AN ACCOUNT:** I would like to **delete** a current activity account.

Account Number/Name: \_\_\_\_\_

Reason for deletion: \_\_\_\_\_

\_\_\_\_\_

Dawn [Signature]  
Principal

12/1/25  
Date

Phillip Storm [Signature]  
Phillip Storm, CFO

12-2-25  
Date



**ACTIVITY ACCOUNT CHANGE REQUEST**

ACCOUNT NUMBER \_\_\_\_\_ SITE: U10 (OGC)

ACCOUNT NAME Archery Team

I would like to:

**REVISE ACCOUNT BUDGET:** Proposed new budget attached.

I am adding/deleting: \_\_\_\_\_

**ADD A NEW ACCOUNT:** I would like to **add** a new activity account.

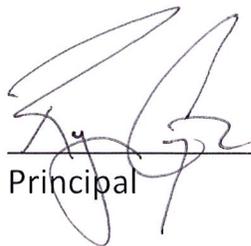
Account Name: \_\_\_\_\_

The purpose of this account is: to purchase jerseys for wear during Archery Competitions

**DELETE AN ACCOUNT:** I would like to **delete** a current activity account.

Account Number/Name: \_\_\_\_\_

Reason for deletion: \_\_\_\_\_

  
Principal

10-10-25  
Date

  
Phillip Storm, CFO

12-2-25  
Date



ACTIVITY FUND ACCOUNT BUDGET

School Name EGC Site # 610  
Account Name Archery Club Account # \_\_\_\_\_  
Fiscal Year 25-26

RESOURCES:

Beginning cash balance Ø

Sources of revenue:  
Jersey Sales \$1060.00

Total resources \$ 1060.00

USES OF FUNDS:

Budgeted expenditures:  
Jersey Purchase 1060.00

Total budgeted expenditures \$ 1060.00

RESOURCES OVER (UNDER) USES (cannot be less than zero) \$ Ø-

Signature of Teacher/Sponsor Paul Blair

Signature of Principal [Signature]

Date 12-2-25



GWJ.B DBF  
**CHEROKEE NATION®**  
Child Care & Development

P.O. Box 948  
Tahlequah, OK 74465  
(918) 453-5300 Main Phone  
(918) 458-7616 Main Fax  
(918) 458-4446 Subsidy Fax

CN ID: \_\_\_\_\_  
(OFFICE USE ONLY)

CHILD CARE SERVICES  
APPLICATION FOR AUTHORIZATION  
FOR A CONTRACTED PROVIDER

Received on: \_\_\_\_\_

FACILITY NAME OR PROVIDER NAME: DWASSO 6<sup>th</sup> Grade Center - SPARK

BUSINESS PHONE: 918-274-1901 CELL PHONE: \_\_\_\_\_

PHYSICAL ADDRESS: 8101 N 129<sup>th</sup> E. Ave

DWASSO CITY      OK STATE      74055 ZIP CODE

MAILING ADDRESS: 8101 N 129<sup>th</sup> E Ave

(If Different from Above)  
DWASSO CITY      OK STATE      74055 ZIP CODE

COUNTY FACILITY IS IN? Tulsa EMAIL ADDRESS: melissa.zumwalt@dwassops.org

DHS CASEWORKER NAME: \_\_\_\_\_

Type of Organization: ( ) Individual / Sole Proprietor      ( ) Partnership  
( ) Corporation/Inc.      ( ) LLC-Limited Liability Company  
 Public School      ( ) Tribal      ( ) Other: \_\_\_\_\_

Type of Child Care: ( ) Child Care Center      ( ) Large Child Care Home  
( ) Small Child Care Home       Before & After Care/School

Is the Provider/ owner a member of a federally recognized tribe? YES or  NO Name of Tribe: \_\_\_\_\_

If YES please list Registry # \_\_\_\_\_ Date of Birth \_\_\_\_\_

List Maiden & other names used: \_\_\_\_\_

OK DHS License #: K 830056546 LICENSED CAPACITY # 50

If using FEIN # on W9 Form please list here      If using Social Security # on W9 Form list here  
73-0773051 or \_\_\_\_\_

STARS STATUS: ( ) ONE STAR ( ) TWO STAR (X) THREE STAR ( ) FOUR STAR ( ) FIVE STAR  
(Check One)

AGES OF CHILDREN ACCEPTED FOR CARE: (Example: Newborn to 12 yrs.) 11-14 yrs

DAYS OF OPERATION: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday or 24/7   
(Circle all that apply)

HOURS OF OPERATION: \_\_\_\_\_ AM TO 2:45 PM 6:00 OPEN 24 HOURS/

**Provider understands that as a contracted child care provider they are not an employee of Cherokee Nation. Provider is an independent contractor and will be responsible for all applicable state and federal income tax and obligations related to payments received from the Cherokee Nation under the terms of the agreement.**

**Provider understands they are not eligible for any federal, social security, state workman's compensation or unemployment insurance benefits from the Cherokee Nation by virtue of payment received as a child care provider.**

**Provider agrees that if contracted, it is the provider's responsibility to follow and abide to any and all terms of this agreement.**

**Provider certifies the above information is correct to the best of their knowledge and certify their relationship as indicated. Provider understands that any false statements made on this form and/or in any other written statement or declaration submitted therewith may result in prosecution for fraud or denial of contract.**

Melissa Zumwalt  
Print Name of Child Care Director

\_\_\_\_\_  
Print Name of ~~Owner/President or Coordinator~~  
school board president

X Melissa Zumwalt  
Signature of Child Care Director

X \_\_\_\_\_  
Signature of ~~Owner/President or Coordinator~~  
school board president

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Office Use below this line \_\_\_\_\_

LCW: \_\_\_\_\_ Contract Start Date \_\_\_\_\_ NVD: \_\_\_\_\_

Orientation Completed: \_\_\_\_\_ DHS Caseworker: \_\_\_\_\_

Approved  Denied  Reason for denial: \_\_\_\_\_

Reviewed by: \_\_\_\_\_



GWYB DBF  
**CHEROKEE NATION®**

P.O. Box 948 • Tahlequah, OK 74465-0948  
918-453-5000 • www.cherokee.org

Office of the Chief

**Chuck Hoskin Jr.**  
Principal Chief

**Bryan Warner**  
Deputy Principal Chief

**CHILD CARE AND DEVELOPMENT  
DECLARATION FOR CHILD CARE PROVIDERS**

Name of Provider: DWAGSO 1<sup>st</sup> Grade Center - SPARK

The Cherokee Nation Child Care Licensing Program requires all providers to sign a declaration before providing child care services to children and youth.

This declaration shall include all prior criminal convictions/court actions.

1. Related to child sexual abuse and their disposition.
2. Related to other forms of child care abuse and/or neglect.
3. Related to the commission of felonies.
4. Related to drugs and alcohol
5. Removing children from your home
6. Related to child abuse, sexual offenses, or violent felonies for which the record has been expunged, pardoned, or set aside under federal, state, or tribal law.

**The declaration may exclude:**

1. Other offenses not related to child abuse and/or child sexual abuse or violent felonies committed before the prospective provider's 18<sup>th</sup> birthday, which was adjudicated in a juvenile court or under a youthful offender law.
2. Any convictions for which the record has been expunged under federal, tribal or state law
3. Any convictions set aside under the federal youth corrections act or similar authority

Please answer the following question regarding the above criminal convictions/court actions.

I have not been, or  I have been, convicted or involved in a court action that involves one or more of the six types of actions or offenses listed above.

*If you have been convicted or involved in a court action listed above, please attach information detailing the offense(s) or action, the date(s) of the conviction or action, and other relevant information.*

Provider Signature: \_\_\_\_\_

*Melissa Zumwalt*

Date: \_\_\_\_\_

ALL INFORMATION IS KEPT CONFIDENTIAL



## Cherokee Nation Substitute Form W-9 Request for Taxpayer Identification Number and Certification

**NOTE:** Your United States TAXPAYER IDENTIFICATION NUMBER MUST be provided regardless of your tax status. Name must be the same as that filed with the Internal Revenue Service (IRS) or the Social Security Administration (SSA), as applicable. Failure to return this form in a timely manner will delay the order and/or payment. The following information needs to be completed and returned to your contact person at Cherokee Nation.

**PRINT OR TYPE ALL FIELDS MUST BE COMPLETED**

<b>1. LEGAL NAME</b> (As entered with IRS or SSA) If Sole Proprietorship, enter your LAST, FIRST, MI <span style="font-size: 1.2em; color: blue;">Independent School District No 11 of Tulsa County</span>		
<b>2. TRADE NAME</b> (If doing business as (D/B/A) or business name of Sole Proprietorship) <span style="font-size: 1.2em; color: blue;">Owasso Public Schools</span>	<b>3. Exemptions</b> (Codes apply only to certain entities; not individuals) Exempt Payee code (if any) <span style="font-size: 1.2em; color: blue;">3</span> Exemption FATCA reporting Code (if any) <span style="font-size: 1.2em; color: blue;">C</span> <small>(Applies to accounts maintained outside the U.S.)</small>	
<b>4. PRIMARY ADDRESS</b> (Physical Address) Number and street <span style="font-size: 1.2em; color: blue;">1501 N. Ash St.</span> City, State, Zip + 4 <span style="font-size: 1.2em; color: blue;">Owasso, OK 74055</span>	<b>6. Vendor Entity Type</b> (Select only one box) <input type="checkbox"/> Individual <span style="float: right;"><input type="checkbox"/> Corporation</span> <input type="checkbox"/> Sole Proprietor <span style="float: right;"><input type="checkbox"/> Limited Liability Corporation</span> <input type="checkbox"/> Partnership <span style="float: right;"><input type="checkbox"/> Professional Corporation</span> <input type="checkbox"/> Limited Liability Partnership <span style="float: right;"><input type="checkbox"/> Disregarded Entity</span> <input type="checkbox"/> Non-Profit <span style="float: right;"><input checked="" type="checkbox"/> Other</span> <input type="checkbox"/> Government	
<b>5. REMIT ADDRESS</b> (Mailing Address if different from above) PO Box or number and street City, State, Zip + 4	<b>8. Minority Certification</b> (Select all that apply and attach copy of certification) <input type="checkbox"/> Certified Indian Owned (Tribe) <span style="float: right;"><input type="checkbox"/> Female Owned</span> <input type="checkbox"/> Certified Major Cherokee Employer <span style="float: right;"><input type="checkbox"/> Other Minority Owned</span> <input type="checkbox"/> Small Disadvantage <span style="float: right;"><input checked="" type="checkbox"/> None Apply</span> <input type="checkbox"/> TERO Certified	
<b>7. CONTACT INFORMATION</b> Email Address: <span style="font-size: 1.2em; color: blue;">phillip.storm@owassops.org</span> Phone Number: <span style="font-size: 1.2em; color: blue;">918-272-5367</span> Fax Number: Contact Name: <span style="font-size: 1.2em; color: blue;">Phillip Storm</span> Contact Title: <span style="font-size: 1.2em; color: blue;">CFO</span>	<b>10. Purpose for W-9</b> <input type="checkbox"/> Providing Goods <span style="float: right;"><input checked="" type="checkbox"/> Receiving CN Program Assistance</span> <input type="checkbox"/> Providing Services <span style="float: right;"><input type="checkbox"/> Expense Reimbursement</span> <input type="checkbox"/> Providing Goods and Services <span style="float: right;"><input type="checkbox"/> Charitable Contribution</span>	
<b>9. TAXPAYER IDENTIFICATION NUMBER (TIN)</b> Federal Employer Identification No. (FEIN) <span style="font-size: 1.2em; color: blue;">73 0773051</span> OR Social Security Number (SSN) _____		
<b>CERTIFICATION:</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number and that the information I provided is correct and complete; and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined in instructions); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct  <small>Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.</small>		
Signature <span style="font-size: 1.5em; color: blue;">Phillip Storm</span> Title <span style="font-size: 1.2em; color: blue;">CFO</span> <span style="float: right;">Date <span style="font-size: 1.2em; color: blue;">11/4/2025</span></span> <small>Please Print</small>		
<b>FOR CN PROGRAM USE ONLY</b>	<b>FOR AP USE ONLY</b> DATE _____ VENDOR NUMBER _____ VENDOR <input type="checkbox"/> Addition <input type="checkbox"/> Change 1099 <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>FOR FR USE ONLY</b>

Please give actual directions to Facility **NO STREET ADDRESS**

- from 169 (US Hwy) northbound

- exit on 86<sup>th</sup> Street & head East

- turn right at the light at 129<sup>th</sup> E. Ave

- go about 1/4 of a mile & the LGC will  
be on your left - 8101 N 129<sup>th</sup> E. Ave

State of Oklahoma  
Department of Human Services

# LICENSE

OWASSO 6TH GRADE CENTER-SPARK

8101 N 129th E Ave

OWASSO, OK 74055

OWNER: INDEPENDENT SCHOOL DISTRICT NO. 11

is hereby issued a license to operate a

CHILD CARE PROGRAM - Out of School Time

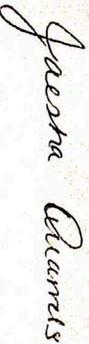
under provisions of the Oklahoma Child Care Facilities Licensing Act, as amended, Title 10 Oklahoma Statutes Annotated Sections 401, et seq.

Total Capacity 60

License No. K830056546 Issued 02/29/2024

Meets criteria for

Three Stars ★★☆☆ Effective Date: 4/24/2024



Director of Child Care Services



OKLAHOMA  
Human Services





GWJ3 D3P  
CHEROKEE NATION  
Child Care & Development

P.O. Box 948  
Tahlequah, OK 74465  
(918) 453-5300 Main Phone  
(918) 458-7616 Main Fax  
(918) 458-4446 Subsidy Fax

CN ID: \_\_\_\_\_  
(OFFICE USE ONLY)

CHILD CARE SERVICES  
APPLICATION FOR AUTHORIZATION  
FOR A CONTRACTED PROVIDER

Received on: \_\_\_\_\_

FACILITY NAME OR PROVIDER NAME: Ator Elementary - SPARK

BUSINESS PHONE: 918-274-1901 CELL PHONE: \_\_\_\_\_

PHYSICAL ADDRESS: 1500 N. Ash St.

DWAGSO CITY      OK STATE      74055 ZIP CODE

MAILING ADDRESS: 1500 N. Ash St.  
(If Different from Above)

DWAGSO CITY      OK STATE      74055 ZIP CODE

COUNTY FACILITY IS IN? Tulsa EMAIL ADDRESS: melissa.zumwalt@dwagsops.org

DHS CASEWORKER NAME: \_\_\_\_\_

Type of Organization: ( ) Individual / Sole Proprietor      ( ) Partnership  
( ) Corporation/Inc.      ( ) LLC-Limited Liability Company  
 Public School      ( ) Tribal      ( ) Other: \_\_\_\_\_

Type of Child Care: ( ) Child Care Center      ( ) Large Child Care Home  
( ) Small Child Care Home       Before & After Care/School

Is the Provider/ owner a member of a federally recognized tribe? YES or NO Name of Tribe: \_\_\_\_\_

If YES please list Registry # \_\_\_\_\_ Date of Birth \_\_\_\_\_

List Maiden & other names used: \_\_\_\_\_

OK DHS License #: K 830056537 LICENSED CAPACITY # 50 / 10050

If using FEIN # on W9 Form please list here      If using Social Security # on W9 Form list here

73-0773051 or \_\_\_\_\_

STARS STATUS: ( ) ONE STAR ( ) TWO STAR (X) THREE STAR ( ) FOUR STAR ( ) FIVE STAR  
(Check One)

AGES OF CHILDREN ACCEPTED FOR CARE: (Example: Newborn to 12 yrs.) 4 yrs - 13 yrs

DAYS OF OPERATION: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday or 24/7   
(Circle all that apply)

HOURS OF OPERATION: 7:00 - 8:45 AM TO 9:45 - 6:00 PM OPEN 24 HOURS

Provider understands that as a contracted child care provider they are not an employee of Cherokee Nation. Provider is an independent contractor and will be responsible for all applicable state and federal income tax and obligations related to payments received from the Cherokee Nation under the terms of the agreement.

Provider understands they are not eligible for any federal, social security, state workman's compensation or unemployment insurance benefits from the Cherokee Nation by virtue of payment received as a child care provider.

Provider agrees that if contracted, it is the provider's responsibility to follow and abide to any and all terms of this agreement.

Provider certifies the above information is correct to the best of their knowledge and certify their relationship as indicated. Provider understands that any false statements made on this form and/or in any other written statement or declaration submitted therewith may result in prosecution for fraud or denial of contract.

Melissa Zumwalt  
Print Name of Child Care Director

\_\_\_\_\_  
Print Name of Owner/President or Coordinator  
School Board President

X Melissa Zumwalt  
Signature of Child Care Director

X \_\_\_\_\_  
Signature of Owner/President or Coordinator  
School Board President

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Office Use below this line

LCW: \_\_\_\_\_ Contract Start Date \_\_\_\_\_ NVD: \_\_\_\_\_

Orientation Completed: \_\_\_\_\_ DHS Caseworker: \_\_\_\_\_

Approved  Denied  Reason for denial: \_\_\_\_\_

Reviewed by: \_\_\_\_\_



GWYB D3F  
**CHEROKEE NATION®**

P.O. Box 948 • Tahlequah, OK 74465-0948  
918-453-5000 • www.cherokee.org

Office of the Chief

**Chuck Hoskin Jr.**  
Principal Chief

**Bryan Warner**  
Deputy Principal Chief

**CHILD CARE AND DEVELOPMENT  
DECLARATION FOR CHILD CARE PROVIDERS**

Name of Provider: Ator Elementary - SPARK

The Cherokee Nation Child Care Licensing Program requires all providers to sign a declaration before providing child care services to children and youth.

This declaration shall include all prior criminal convictions/court actions.

1. Related to child sexual abuse and their disposition.
2. Related to other forms of child care abuse and/or neglect.
3. Related to the commission of felonies.
4. Related to drugs and alcohol
5. Removing children from your home
6. Related to child abuse, sexual offenses, or violent felonies for which the record has been expunged, pardoned, or set aside under federal, state, or tribal law.

**The declaration may exclude:**

1. Other offenses not related to child abuse and/or child sexual abuse or violent felonies committed before the prospective provider's 18<sup>th</sup> birthday, which was adjudicated in a juvenile court or under a youthful offender law.
2. Any convictions for which the record has been expunged under federal, tribal or state law
3. Any convictions set aside under the federal youth corrections act or similar authority

Please answer the following question regarding the above criminal convictions/court actions.

I  have not been, or  have been, convicted or involved in a court action that involves one or more of the six types of actions or offenses listed above.

*If you have been convicted or involved in a court action listed above, please attach information detailing the offense(s) or action, the date(s) of the conviction or action, and other relevant information.*

Provider Signature: Melissa Zumwalt Date: \_\_\_\_\_

ALL INFORMATION IS KEPT CONFIDENTIAL

Please give actual directions to Facility **NO STREET ADDRESS**

\* From Hwy 169 N bound

- exit on 86<sup>th</sup> Street

- head West on 86<sup>th</sup> Street

- turn right on N Main St.

- the road will curve to the right & turn into N Ash St.

- Ator Elementary will be on your left - 1500 N. Ash St.



# Cherokee Nation Substitute Form W-9

## Request for Taxpayer Identification Number and Certification

NOTE: Your United States TAXPAYER IDENTIFICATION NUMBER MUST be provided regardless of your tax status. Name must be the same as that filed with the Internal Revenue Service (IRS) or the Social Security Administration (SSA), as applicable. Failure to return this form in a timely manner will delay the order and/or payment. The following information needs to be completed and returned to your contact person at Cherokee Nation.

PRINT OR TYPE ALL FIELDS MUST BE COMPLETED

<b>1. LEGAL NAME</b> (As entered with IRS or SSA) If Sole Proprietorship, enter your LAST, FIRST, MI <u>Independent School District No 11 of Tulsa County</u>		
<b>2. TRADE NAME</b> (If doing business as (D/B/A) or business name of Sole Proprietorship) <u>Owasso Public Schools</u>	<b>3. Exemptions</b> (Codes apply only to certain entities; not individuals) Exempt Payee code (if any) <u>3</u> Exemption FATCA reporting Code (if any) <u>C</u> (Applies to accounts maintained outside the U.S.)	
<b>4. PRIMARY ADDRESS</b> (Physical Address) Number and street <u>1501 N. Ash St.</u> City, State, Zip + 4 <u>Owasso, OK 74055</u>	<b>6. Vendor Entity Type</b> (Select only one box) <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Professional Corporation <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> Other <input type="checkbox"/> Government	
<b>5. REMIT ADDRESS</b> (Mailing Address if different from above) PO Box or number and street City, State, Zip + 4	<b>8. Minority Certification</b> (Select all that apply and attach copy of certification) <input type="checkbox"/> Certified Indian Owned (Tribe) <input type="checkbox"/> Female Owned <input type="checkbox"/> Certified Major Cherokee Employer <input type="checkbox"/> Other Minority Owned <input type="checkbox"/> Small Disadvantage <input checked="" type="checkbox"/> None Apply <input type="checkbox"/> TERO Certified	
<b>7. CONTACT INFORMATION</b> Email Address: <u>phillip.storm@owassops.org.</u> Phone Number: <u>918-272-5367</u> Fax Number: Contact Name: <u>Phillip Storm</u> Contact Title: <u>CEO</u>	<b>10. Purpose for W-9</b> <input type="checkbox"/> Providing Goods <input checked="" type="checkbox"/> Receiving CN Program Assistance <input type="checkbox"/> Providing Services <input type="checkbox"/> Expense Reimbursement <input type="checkbox"/> Providing Goods and Services <input type="checkbox"/> Charitable Contribution	
<b>9. TAXPAYER IDENTIFICATION NUMBER (TIN)</b> Federal Employer Identification No. (FEIN) <u>73 0773051</u> OR Social Security Number (SSN) _____		
<b>CERTIFICATION:</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number and that the information I provided is correct and complete; and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined in instructions); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct  Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.		
Signature <u><i>Phillip Storm</i></u> Title <u>CEO</u> Date <u>11/4/2025</u>		
<b>FOR CN PROGRAM USE ONLY</b> DATE _____ VENDOR NUMBER _____ VENDOR <input type="checkbox"/> Addition <input type="checkbox"/> Change 1099 <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>FOR AP USE ONLY</b> DATE _____ VENDOR NUMBER _____ VENDOR <input type="checkbox"/> Addition <input type="checkbox"/> Change 1099 <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>FOR FR USE ONLY</b>

State of Oklahoma  
Department of Human Services

# LICENSE

ATOR ELEMENTARY-SPARK  
1500 N Ash St  
OWASSO , OK 74055

OWNER: INDEPENDENT SCHOOL DISTRICT NO. 11  
is hereby issued a license to operate a  
CHILD CARE PROGRAM - Out of School Time

under provisions of the Oklahoma Child Care Facilities Licensing Act, as amended, Title 10 Oklahoma Statutes Annotated Sections 401, et seq.

Total Capacity 50

License No. K830056537 Issued 01/29/2024

Meets criteria for

Three Stars ★★ ★ Effective Date: 4/4/2024



Director of Child Care Services



OKLAHOMA  
Human Services



GWJ2 DBF  
CHEROKEE NATION  
Child Care & Development

P.O. Box 948  
Tahlequah, OK 74465  
(918) 453-5300 Main Phone  
(918) 458-7616 Main Fax  
(918) 458-4446 Subsidy Fax

CN ID: \_\_\_\_\_  
(OFFICE USE ONLY)

CHILD CARE SERVICES  
APPLICATION FOR AUTHORIZATION  
FOR A CONTRACTED PROVIDER

Received on: \_\_\_\_\_

FACILITY NAME OR PROVIDER NAME: Bailey Elementary - SPARK

BUSINESS PHONE: 918-274-1901 CELL PHONE: \_\_\_\_\_

PHYSICAL ADDRESS: 10221 E 96<sup>th</sup> St. N

OWASSO CITY      OK STATE      74055 ZIP CODE

MAILING ADDRESS: 10221 E 96<sup>th</sup> St. N  
(If Different from Above)

OWASSO CITY      OK STATE      74055 ZIP CODE

COUNTY FACILITY IS IN? Tulsa EMAIL ADDRESS: melissa.zumwalt@owassops.org

DHS CASEWORKER NAME: \_\_\_\_\_

Type of Organization: ( ) Individual / Sole Proprietor      ( ) Partnership  
( ) Corporation/Inc.      ( ) LLC-Limited Liability Company  
 Public School      ( ) Tribal      ( ) Other: \_\_\_\_\_

Type of Child Care: ( ) Child Care Center      ( ) Large Child Care Home  
( ) Small Child Care Home       Before & After Care/School

Is the Provider/ owner a member of a federally recognized tribe? YES or NO Name of Tribe: \_\_\_\_\_

If YES please list Registry # \_\_\_\_\_ Date of Birth \_\_\_\_\_

List Maiden & other names used: \_\_\_\_\_

OK DHS License #: K 830056538 LICENSED CAPACITY # 100 50

If using FEIN # on W9 Form please list here      If using Social Security # on W9 Form list here  
73-0773051 or \_\_\_\_\_

STARS STATUS: ( ) ONE STAR ( ) TWO STAR (X) THREE STAR ( ) FOUR STAR ( ) FIVE STAR  
(Check One)

AGES OF CHILDREN ACCEPTED FOR CARE: (Example: Newborn to 12 yrs.) 4 yrs - 13 yrs

DAYS OF OPERATION: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday or 24/7   
(Circle all that apply)

HOURS OF OPERATION: 7:00 - 8:45 AM TO 3:45 - 6:00 PM OPEN 24 HOURS/

Provider understands that as a contracted child care provider they are not an employee of Cherokee Nation. Provider is an independent contractor and will be responsible for all applicable state and federal income tax and obligations related to payments received from the Cherokee Nation under the terms of the agreement.

Provider understands they are not eligible for any federal, social security, state workman's compensation or unemployment insurance benefits from the Cherokee Nation by virtue of payment received as a child care provider.

Provider agrees that if contracted, it is the provider's responsibility to follow and abide to any and all terms of this agreement.

Provider certifies the above information is correct to the best of their knowledge and certify their relationship as indicated. Provider understands that any false statements made on this form and/or in any other written statement or declaration submitted therewith may result in prosecution for fraud or denial of contract.

Melissa Zumwalt  
Print Name of Child Care Director

\_\_\_\_\_  
Print Name of Owner/President or Coordinator  
School Board President

X Melissa Zumwalt  
Signature of Child Care Director

X \_\_\_\_\_  
Signature of Owner/President or Coordinator  
School Board President

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Office Use below this line

LCW: \_\_\_\_\_ Contract Start Date \_\_\_\_\_ NVD: \_\_\_\_\_

Orientation Completed: \_\_\_\_\_ DHS Caseworker: \_\_\_\_\_

Approved  Denied  Reason for denial: \_\_\_\_\_

Reviewed by: \_\_\_\_\_



GWYB DBF  
**CHEROKEE NATION**

P.O. Box 948 • Tahlequah, OK 74465-0948  
918-453-5000 • www.cherokee.org

Office of the Chief

**Chuck Hoskin Jr.**  
Principal Chief

**Bryan Warner**  
Deputy Principal Chief

**CHILD CARE AND DEVELOPMENT  
DECLARATION FOR CHILD CARE PROVIDERS**

Name of Provider: Bailey Elementary - SPARK

The Cherokee Nation Child Care Licensing Program requires all providers to sign a declaration before providing child care services to children and youth.

This declaration shall include all prior criminal convictions/court actions.

1. Related to child sexual abuse and their disposition.
2. Related to other forms of child care abuse and/or neglect.
3. Related to the commission of felonies.
4. Related to drugs and alcohol
5. Removing children from your home
6. Related to child abuse, sexual offenses, or violent felonies for which the record has been expunged, pardoned, or set aside under federal, state, or tribal law.

**The declaration may exclude:**

1. Other offenses not related to child abuse and/or child sexual abuse or violent felonies committed before the prospective provider's 18<sup>th</sup> birthday, which was adjudicated in a juvenile court or under a youthful offender law.
2. Any convictions for which the record has been expunged under federal, tribal or state law
3. Any convictions set aside under the federal youth corrections act or similar authority

Please answer the following question regarding the above criminal convictions/court actions.

have not been, or  have been, convicted or involved in a court action that involves one or more of the six types of actions or offenses listed above.

*If you have been convicted or involved in a court action listed above, please attach information detailing the offense(s) or action, the date(s) of the conviction or action, and other relevant information.*

Provider Signature: Melissa Zumwalt Date: \_\_\_\_\_

ALL INFORMATION IS KEPT CONFIDENTIAL



## Cherokee Nation Substitute Form W-9 Request for Taxpayer Identification Number and Certification

**NOTE:** Your United States TAXPAYER IDENTIFICATION NUMBER MUST be provided regardless of your tax status. Name must be the same as that filed with the Internal Revenue Service (IRS) or the Social Security Administration (SSA), as applicable. Failure to return this form in a timely manner will delay the order and/or payment. The following information needs to be completed and returned to your contact person at Cherokee Nation.

**PRINT OR TYPE ALL FIELDS MUST BE COMPLETED**

<b>1. LEGAL NAME</b> (As entered with IRS or SSA) If Sole Proprietorship, enter your LAST, FIRST, MI <span style="font-size: 1.2em; color: blue;">Independent School District No 11 of Tulsa County</span>														
<b>2. TRADE NAME</b> (If doing business as (D/B/A) or business name of Sole Proprietorship) <span style="font-size: 1.2em; color: blue;">Owasso Public Schools</span>	<b>3. Exemptions</b> (Codes apply only to certain entities; not individuals) Exempt Payee code (if any) <span style="font-size: 1.2em; color: blue;">3</span> Exemption FATCA reporting Code (if any) <span style="font-size: 1.2em; color: blue;">C</span> <small>(Applies to accounts maintained outside the U.S.)</small>													
<b>4. PRIMARY ADDRESS</b> (Physical Address) Number and street <span style="font-size: 1.2em; color: blue;">1501 N. Ash St.</span> City, State, Zip + 4 <span style="font-size: 1.2em; color: blue;">Owasso, OK 74055</span>	<b>6. Vendor Entity Type</b> (Select only one box) <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Individual</td> <td><input type="checkbox"/> Corporation</td> </tr> <tr> <td><input type="checkbox"/> Sole Proprietor</td> <td><input type="checkbox"/> Limited Liability Corporation</td> </tr> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Professional Corporation</td> </tr> <tr> <td><input type="checkbox"/> Limited Liability Partnership</td> <td><input type="checkbox"/> Disregarded Entity</td> </tr> <tr> <td><input type="checkbox"/> Non-Profit</td> <td><input checked="" type="checkbox"/> Other</td> </tr> <tr> <td><input type="checkbox"/> Government</td> <td></td> </tr> </table>		<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Professional Corporation	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Disregarded Entity	<input type="checkbox"/> Non-Profit	<input checked="" type="checkbox"/> Other	<input type="checkbox"/> Government	
<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation													
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Limited Liability Corporation													
<input type="checkbox"/> Partnership	<input type="checkbox"/> Professional Corporation													
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Disregarded Entity													
<input type="checkbox"/> Non-Profit	<input checked="" type="checkbox"/> Other													
<input type="checkbox"/> Government														
<b>5. REMIT ADDRESS</b> (Mailing Address if different from above) PO Box or number and street City, State, Zip + 4	<b>8. Minority Certification</b> (Select all that apply and attach copy of certification) <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Certified Indian Owned (Tribal)</td> <td><input type="checkbox"/> Female Owned</td> </tr> <tr> <td><input type="checkbox"/> Certified Major Cherokee Employer</td> <td><input type="checkbox"/> Other Minority Owned</td> </tr> <tr> <td><input type="checkbox"/> Small Disadvantage</td> <td><input checked="" type="checkbox"/> None Apply</td> </tr> <tr> <td><input type="checkbox"/> TERO Certified</td> <td></td> </tr> </table>		<input type="checkbox"/> Certified Indian Owned (Tribal)	<input type="checkbox"/> Female Owned	<input type="checkbox"/> Certified Major Cherokee Employer	<input type="checkbox"/> Other Minority Owned	<input type="checkbox"/> Small Disadvantage	<input checked="" type="checkbox"/> None Apply	<input type="checkbox"/> TERO Certified					
<input type="checkbox"/> Certified Indian Owned (Tribal)	<input type="checkbox"/> Female Owned													
<input type="checkbox"/> Certified Major Cherokee Employer	<input type="checkbox"/> Other Minority Owned													
<input type="checkbox"/> Small Disadvantage	<input checked="" type="checkbox"/> None Apply													
<input type="checkbox"/> TERO Certified														
<b>7. CONTACT INFORMATION</b> Email Address: <span style="font-size: 1.2em; color: blue;">phillip.storm@owassops.org</span> Phone Number: <span style="font-size: 1.2em; color: blue;">918-272-5367</span> Fax Number: Contact Name: <span style="font-size: 1.2em; color: blue;">Phillip Storm</span> Contact Title: <span style="font-size: 1.2em; color: blue;">CFO</span>	<b>9. TAXPAYER IDENTIFICATION NUMBER (TIN)</b> Federal Employer Identification No. (FEIN) <span style="font-size: 1.2em; color: blue;">73 0773051</span> OR Social Security Number (SSN) _____													
<b>10. Purpose for W-9</b> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Providing Goods</td> <td><input checked="" type="checkbox"/> Receiving CN Program Assistance</td> </tr> <tr> <td><input type="checkbox"/> Providing Services</td> <td><input type="checkbox"/> Expense Reimbursement</td> </tr> <tr> <td><input type="checkbox"/> Providing Goods and Services</td> <td><input type="checkbox"/> Charitable Contribution</td> </tr> </table>			<input type="checkbox"/> Providing Goods	<input checked="" type="checkbox"/> Receiving CN Program Assistance	<input type="checkbox"/> Providing Services	<input type="checkbox"/> Expense Reimbursement	<input type="checkbox"/> Providing Goods and Services	<input type="checkbox"/> Charitable Contribution						
<input type="checkbox"/> Providing Goods	<input checked="" type="checkbox"/> Receiving CN Program Assistance													
<input type="checkbox"/> Providing Services	<input type="checkbox"/> Expense Reimbursement													
<input type="checkbox"/> Providing Goods and Services	<input type="checkbox"/> Charitable Contribution													
<b>CERTIFICATION:</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number and that the information I provided is correct and complete; and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined in instructions); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct  Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.														
Signature Title <span style="font-size: 1.2em; color: blue;">CFO</span> Date <span style="font-size: 1.2em; color: blue;">11/4/2025</span> <small>Please Print</small>														
<b>FOR CN PROGRAM USE ONLY</b>	<b>FOR AP USE ONLY</b> DATE _____ VENDOR NUMBER _____ VENDOR <input type="checkbox"/> Addition <input type="checkbox"/> Change 1099 <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>FOR FR USE ONLY</b>												

Please give actual directions to Facility **NO STREET ADDRESS**

from Hwy 169 - northbound

- exit on 96<sup>th</sup> & head west past Garnett

- continue on 96<sup>th</sup> for approx. 1/2 mile

- Bailey Elementary will be on the right side of the road - 10221 E. 96<sup>th</sup> St. N.

State of Oklahoma  
Department of Human Services

# LICENSE

BAILLEY ELEMENTARY-SPARK  
10221 E 96th St N  
OWASSO , OK 74055

OWNER: INDEPENDENT SCHOOL DISTRICT NO. 11  
is hereby issued a license to operate a  
CHILD CARE PROGRAM - Out of School Time

under provisions of the Oklahoma Child Care Facilities Licensing Act, as amended, Title 10 Oklahoma Statutes Annotated Sections 401, et seq.

Total Capacity 50

License No. K830056538 Issued 02/29/2024

Meets criteria for

Three Stars ★★

Effective Date: 4/24/2024



Director of Child Care Services





GWYB DBP  
**CHEROKEE NATION**  
Child Care & Development

P.O. Box 948  
Tahlequah, OK 74465  
(918) 453-5300 Main Phone  
(918) 458-7616 Main Fax  
(918) 458-4446 Subsidy Fax

CN ID: \_\_\_\_\_  
(OFFICE USE ONLY)

CHILD CARE SERVICES  
APPLICATION FOR AUTHORIZATION  
FOR A CONTRACTED PROVIDER

Received on: \_\_\_\_\_

FACILITY NAME OR PROVIDER NAME: Barnes Elementary - SPARK

BUSINESS PHONE: 918-274-1901 CELL PHONE: \_\_\_\_\_

PHYSICAL ADDRESS: 7809 E 76<sup>th</sup> St. N

DWASSO CITY      OK STATE      74055 ZIP CODE

MAILING ADDRESS: 7809 E. 76<sup>th</sup> St. N.  
(If Different from Above)

DWASSO CITY      OK STATE      74055 ZIP CODE

COUNTY FACILITY IS IN? Tulsa EMAIL ADDRESS: melissa.zumwalt@dwassops.org

DHS CASEWORKER NAME: \_\_\_\_\_

Type of Organization: ( ) Individual / Sole Proprietor      ( ) Partnership  
( ) Corporation/Inc.      ( ) LLC-Limited Liability Company  
 Public School      ( ) Tribal      ( ) Other: \_\_\_\_\_

Type of Child Care: ( ) Child Care Center      ( ) Large Child Care Home  
( ) Small Child Care Home       Before & After Care/School

Is the Provider/ owner a member of a federally recognized tribe? YES or NO Name of Tribe: \_\_\_\_\_

If YES please list Registry # \_\_\_\_\_ Date of Birth \_\_\_\_\_

List Maiden & other names used: \_\_\_\_\_

OK DHS License #: K 830056539 LICENSED CAPACITY # 50

If using FEIN # on W9 Form please list here      If using Social Security # on W9 Form list here  
73-0773051 or \_\_\_\_\_

STARS STATUS: ( ) ONE STAR ( ) TWO STAR (X) THREE STAR ( ) FOUR STAR ( ) FIVE STAR  
(Check One)

AGES OF CHILDREN ACCEPTED FOR CARE: (Example: Newborn to 12 yrs.) 4 yrs - 13 yrs

DAYS OF OPERATION: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday or 24/7   
(Circle all that apply)

HOURS OF OPERATION: 7:00 - 8:45 AM TO 3:45 - 6:00 PM OPEN 24 HOURS

Provider understands that as a contracted child care provider they are not an employee of Cherokee Nation. Provider is an independent contractor and will be responsible for all applicable state and federal income tax and obligations related to payments received from the Cherokee Nation under the terms of the agreement.

Provider understands they are not eligible for any federal, social security, state workman's compensation or unemployment insurance benefits from the Cherokee Nation by virtue of payment received as a child care provider.

Provider agrees that if contracted, it is the provider's responsibility to follow and abide to any and all terms of this agreement.

Provider certifies the above information is correct to the best of their knowledge and certify their relationship as indicated. Provider understands that any false statements made on this form and/or in any other written statement or declaration submitted therewith may result in prosecution for fraud or denial of contract.

Melissa Zumwalt  
Print Name of Child Care Director

\_\_\_\_\_  
Print Name of Owner/President or Coordinator  
School Board President

X Melissa Zumwalt  
Signature of Child Care Director

X \_\_\_\_\_  
Signature of Owner/President or Coordinator  
School Board President

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Office Use below this line

LCW: \_\_\_\_\_ Contract Start Date \_\_\_\_\_ NVD: \_\_\_\_\_

Orientation Completed: \_\_\_\_\_ DHS Caseworker: \_\_\_\_\_

Approved  Denied  Reason for denial: \_\_\_\_\_

Reviewed by: \_\_\_\_\_



GWYĀ DBF  
**CHEROKEE NATION**

P.O. Box 948 • Tahlequah, OK 74465-0948  
918-453-5000 • www.cherokee.org

Office of the Chief

**Chuck Hoskin Jr.**  
Principal Chief

**Bryan Warner**  
Deputy Principal Chief

**CHILD CARE AND DEVELOPMENT  
DECLARATION FOR CHILD CARE PROVIDERS**

Name of Provider: Barnes Elementary - SPARK

The Cherokee Nation Child Care Licensing Program requires all providers to sign a declaration before providing child care services to children and youth.

This declaration shall include all prior criminal convictions/court actions.

1. Related to child sexual abuse and their disposition.
2. Related to other forms of child care abuse and/or neglect.
3. Related to the commission of felonies.
4. Related to drugs and alcohol
5. Removing children from your home
6. Related to child abuse, sexual offenses, or violent felonies for which the record has been expunged, pardoned, or set aside under federal, state, or tribal law.

**The declaration may exclude:**

1. Other offenses not related to child abuse and/or child sexual abuse or violent felonies committed before the prospective provider's 18<sup>th</sup> birthday, which was adjudicated in a juvenile court or under a youthful offender law.
2. Any convictions for which the record has been expunged under federal, tribal or state law
3. Any convictions set aside under the federal youth corrections act or similar authority

Please answer the following question regarding the above criminal convictions/court actions.

I  have not been, or  have been, convicted or involved in a court action that involves one or more of the six types of actions or offenses listed above.

*If you have been convicted or involved in a court action listed above, please attach information detailing the offense(s) or action, the date(s) of the conviction or action, and other relevant information.*

Provider Signature: \_\_\_\_\_

*Melissa Zumwalt*

Date: \_\_\_\_\_

ALL INFORMATION IS KEPT CONFIDENTIAL



## Cherokee Nation Substitute Form W-9 Request for Taxpayer Identification Number and Certification

NOTE: Your United States TAXPAYER IDENTIFICATION NUMBER MUST be provided regardless of your tax status. Name must be the same as that filed with the Internal Revenue Service (IRS) or the Social Security Administration (SSA), as applicable. Failure to return this form in a timely manner will delay the order and/or payment. The following information needs to be completed and returned to your contact person at Cherokee Nation.

PRINT OR TYPE ALL FIELDS MUST BE COMPLETED

<b>1. LEGAL NAME</b> (As entered with IRS or SSA) If Sole Proprietorship, enter your LAST, FIRST, MI <span style="font-size: 1.2em; color: blue;">Independent School District No 11 of Tulsa County</span>		
<b>2. TRADE NAME</b> (If doing business as (D/B/A) or business name of Sole Proprietorship) <span style="font-size: 1.2em; color: blue;">Owasso Public Schools</span>	<b>3. Exemptions</b> (Codes apply only to certain entities; not individuals) Exempt Payee code (if any) <span style="font-size: 1.2em; color: blue;">3</span> Exemption FATCA reporting Code (if any) <span style="font-size: 1.2em; color: blue;">C</span> <small>(Applies to accounts maintained outside the U.S.)</small>	
<b>4. PRIMARY ADDRESS</b> (Physical Address) Number and street <span style="font-size: 1.2em; color: blue;">1501 N. Ash St.</span> City, State, Zip + 4 <span style="font-size: 1.2em; color: blue;">Owasso, OK 74055</span>	<b>6. Vendor Entity Type</b> (Select only one box) <input type="checkbox"/> Individual <span style="float: right;"><input type="checkbox"/> Corporation</span> <input type="checkbox"/> Sole Proprietor <span style="float: right;"><input type="checkbox"/> Limited Liability Corporation</span> <input type="checkbox"/> Partnership <span style="float: right;"><input type="checkbox"/> Professional Corporation</span> <input type="checkbox"/> Limited Liability Partnership <span style="float: right;"><input type="checkbox"/> Disregarded Entity</span> <input type="checkbox"/> Non-Profit <span style="float: right;"><input checked="" type="checkbox"/> Other</span> <input type="checkbox"/> Government	
<b>5. REMIT ADDRESS</b> (Mailing Address if different from above) PO Box or number and street City, State, Zip + 4	<b>8. Minority Certification</b> (Select all that apply and attach copy of certification) <input type="checkbox"/> Certified Indian Owned (Tribe) <span style="float: right;"><input type="checkbox"/> Female Owned</span> <input type="checkbox"/> Certified Major Cherokee Employer <span style="float: right;"><input type="checkbox"/> Other Minority Owned</span> <input type="checkbox"/> Small Disadvantage <span style="float: right;"><input checked="" type="checkbox"/> None Apply</span> <input type="checkbox"/> TERO Certified	
<b>7. CONTACT INFORMATION</b> Email Address: <span style="font-size: 1.2em; color: blue;">phillip.storm@owassops.org</span> Phone Number: <span style="font-size: 1.2em; color: blue;">918-272-5367</span> Fax Number: Contact Name: <span style="font-size: 1.2em; color: blue;">Phillip Storm</span> Contact Title: <span style="font-size: 1.2em; color: blue;">CFO</span>	<b>10. Purpose for W-9</b> <input type="checkbox"/> Providing Goods <span style="float: right;"><input checked="" type="checkbox"/> Receiving CN Program Assistance</span> <input type="checkbox"/> Providing Services <span style="float: right;"><input type="checkbox"/> Expense Reimbursement</span> <input type="checkbox"/> Providing Goods and Services <span style="float: right;"><input type="checkbox"/> Charitable Contribution</span>	
<b>9. TAXPAYER IDENTIFICATION NUMBER (TIN)</b> Federal Employer Identification No. (FEIN) <span style="font-size: 1.2em; color: blue;">73-0773051</span> OR Social Security Number (SSN)		
<b>CERTIFICATION:</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number and that the information I provided is correct and complete; and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined in instructions); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.		
Signature <span style="font-size: 1.2em; color: blue;">Phillip Storm</span> Title <span style="font-size: 1.2em; color: blue;">CFO</span> <span style="float: right;">Date <span style="font-size: 1.2em; color: blue;">11/4/2025</span></span> <small>Please Print</small>		
<b>FOR CN PROGRAM USE ONLY</b>	<b>FOR AP USE ONLY</b> DATE _____ VENDOR NUMBER _____ VENDOR <input type="checkbox"/> Addition <input type="checkbox"/> Change 1099 <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>FOR FR USE ONLY</b>

Please give actual directions to Facility **NO STREET ADDRESS**

\* From Hwy 169 - northbound

- exit on 76<sup>th</sup> St. N & head West - past N. Memorial Dr. (approx 2 miles)

- Barnes Elementary will be on your right - 7809 E 76<sup>th</sup> St. N

State of Oklahoma  
Department of Human Services

# LICENSE

BARNES ELEMENTARY-SPARK  
7809 E 76th St N  
OWASSO, OK 74055

OWNER: INDEPENDENT SCHOOL DISTRICT NO. 11  
is hereby issued a license to operate a  
CHILD CARE PROGRAM - Out of School Time

under provisions of the Oklahoma Child Care Facilities Licensing Act, as amended, Title 10 Oklahoma Statutes Annotated Sections 401, et seq.

Total Capacity 50

License No. K830056539 Issued 02/29/2024

Meets criteria for

Three Stars ★★

Effective Date: 4/29/2024

*Jaehna Daniels*

Director of Child Care Services

  
OKLAHOMA  
Human Services





GWJ3 D3P

# CHEROKEE NATION Child Care & Development

P.O. Box 948  
Tahlequah, OK 74465  
(918) 453-5300 Main Phone  
(918) 458-7616 Main Fax  
(918) 458-4446 Subsidy Fax

CN ID: \_\_\_\_\_  
(OFFICE USE ONLY)

CHILD CARE SERVICES  
APPLICATION FOR AUTHORIZATION  
FOR A CONTRACTED PROVIDER

Received on: \_\_\_\_\_

FACILITY NAME OR PROVIDER NAME: Hodson Elementary - SPARK

BUSINESS PHONE: 918-274-1901 CELL PHONE: \_\_\_\_\_

PHYSICAL ADDRESS: 14500 E. 86<sup>th</sup> St. N.

OWASSO CITY      OK STATE      74055 ZIP CODE

MAILING ADDRESS: 14500 E. 86<sup>th</sup> St. N  
(If Different from Above)

OWASSO CITY      OK STATE      74055 ZIP CODE

COUNTY FACIITY IS IN? Rogers EMAIL ADDRESS: melissa.zumwalt@owassops.org

DHS CASEWORKER NAME: \_\_\_\_\_

Type of Organization: ( ) Individual / Sole Proprietor      ( ) Partnership  
( ) Corporation/Inc.      ( ) LLC-Limited Liability Company  
 Public School      ( ) Tribal      ( ) Other: \_\_\_\_\_

Type of Child Care: ( ) Child Care Center      ( ) Large Child Care Home  
( ) Small Child Care Home       Before & After Care/School

Is the Provider/ owner a member of a federally recognized tribe? YES or NO Name of Tribe: \_\_\_\_\_

If YES please list Registry # \_\_\_\_\_ Date of Birth \_\_\_\_\_

List Maiden & other names used: \_\_\_\_\_

OK DHS License #: K 830056540 LICENSED CAPACITY # 60

If using FEIN # on W9 Form please list here      If using Social Security # on W9 Form list here  
73-0773051 or \_\_\_\_\_

STARS STATUS: ( ) ONE STAR ( ) TWO STAR  THREE STAR ( ) FOUR STAR ( ) FIVE STAR  
(Check One)

AGES OF CHILDREN ACCEPTED FOR CARE: (Example: Newborn to 12 yrs.) 4 yrs - 13 yrs

DAYS OF OPERATION:  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday or 24/7

HOURS OF OPERATION: 7:00 - 8:45 AM TO 5:45 - 6:00 PM OPEN 24 HOURS

Provider understands that as a contracted child care provider they are not an employee of Cherokee Nation. Provider is an independent contractor and will be responsible for all applicable state and federal income tax and obligations related to payments received from the Cherokee Nation under the terms of the agreement.

Provider understands they are not eligible for any federal, social security, state workman's compensation or unemployment insurance benefits from the Cherokee Nation by virtue of payment received as a child care provider.

Provider agrees that if contracted, it is the provider's responsibility to follow and abide to any and all terms of this agreement.

Provider certifies the above information is correct to the best of their knowledge and certify their relationship as indicated. Provider understands that any false statements made on this form and/or in any other written statement or declaration submitted therewith may result in prosecution for fraud or denial of contract.

Melissa Zumwalt  
Print Name of Child Care Director

School Board President  
Print Name of Owner/President or Coordinator

X Melissa Zumwalt  
Signature of Child Care Director

X School Board President  
Signature of Owner/President or Coordinator

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Office Use below this line  
\_\_\_\_\_

LCW: \_\_\_\_\_ Contract Start Date \_\_\_\_\_ NVD: \_\_\_\_\_

Orientation Completed: \_\_\_\_\_ DHS Caseworker: \_\_\_\_\_

Approved  Denied  Reason for denial: \_\_\_\_\_

Reviewed by: \_\_\_\_\_



GWYB DBP  
**CHEROKEE NATION**

P.O. Box 948 • Tahlequah, OK 74465-0948  
918-453-5000 • www.cherokee.org

Office of the Chief

**Chuck Hoskin Jr.**  
Principal Chief

**Bryan Warner**  
Deputy Principal Chief

**CHILD CARE AND DEVELOPMENT  
DECLARATION FOR CHILD CARE PROVIDERS**

Name of Provider: Hodson Elementary - SPARK

The Cherokee Nation Child Care Licensing Program requires all providers to sign a declaration before providing child care services to children and youth.

This declaration shall include all prior criminal convictions/court actions.

1. Related to child sexual abuse and their disposition.
2. Related to other forms of child care abuse and/or neglect.
3. Related to the commission of felonies.
4. Related to drugs and alcohol
5. Removing children from your home
6. Related to child abuse, sexual offenses, or violent felonies for which the record has been expunged, pardoned, or set aside under federal, state, or tribal law.

**The declaration may exclude:**

1. Other offenses not related to child abuse and/or child sexual abuse or violent felonies committed before the prospective provider's 18<sup>th</sup> birthday, which was adjudicated in a juvenile court or under a youthful offender law.
2. Any convictions for which the record has been expunged under federal, tribal or state law
3. Any convictions set aside under the federal youth corrections act or similar authority

Please answer the following question regarding the above criminal convictions/court actions.

I  have not been, or  have been, convicted or involved in a court action that involves one or more of the six types of actions or offenses listed above.

*If you have been convicted or involved in a court action listed above, please attach information detailing the offense(s) or action, the date(s) of the conviction or action, and other relevant information.*

Provider Signature: Melissa Zumwalt Date: \_\_\_\_\_

ALL INFORMATION IS KEPT CONFIDENTIAL



## Cherokee Nation Substitute Form W-9 Request for Taxpayer Identification Number and Certification

NOTE: Your United States TAXPAYER IDENTIFICATION NUMBER MUST be provided regardless of your tax status. Name must be the same as that filed with the Internal Revenue Service (IRS) or the Social Security Administration (SSA), as applicable. Failure to return this form in a timely manner will delay the order and/or payment. The following information needs to be completed and returned to your contact person at Cherokee Nation.

PRINT OR TYPE ALL FIELDS MUST BE COMPLETED

<b>1. LEGAL NAME</b> (As entered with IRS or SSA) If Sole Proprietorship, enter your LAST, FIRST, MI <span style="font-size: 1.2em; color: blue;">Independent School District No 11 of Tulsa County</span>		
<b>2. TRADE NAME</b> (If doing business as (D/B/A) or business name of Sole Proprietorship) <span style="font-size: 1.2em; color: blue;">Owasso Public Schools</span>	<b>3. Exemptions</b> (Codes apply only to certain entities; not individuals) Exempt Payee code (if any) <span style="font-size: 1.2em; color: blue;">3</span> Exemption FATCA reporting Code (if any) <span style="font-size: 1.2em; color: blue;">C</span> <small>(Applies to accounts maintained outside the U.S.)</small>	
<b>4. PRIMARY ADDRESS</b> (Physical Address) Number and street <span style="font-size: 1.2em; color: blue;">1501 N. Ash St.</span> City, State, Zip + 4 <span style="font-size: 1.2em; color: blue;">Owasso, OK 74055</span>	<b>6. Vendor Entity Type</b> (Select only one box) <input type="checkbox"/> Individual <span style="float: right;"><input type="checkbox"/> Corporation</span> <input type="checkbox"/> Sole Proprietor <span style="float: right;"><input type="checkbox"/> Limited Liability Corporation</span> <input type="checkbox"/> Partnership <span style="float: right;"><input type="checkbox"/> Professional Corporation</span> <input type="checkbox"/> Limited Liability Partnership <span style="float: right;"><input type="checkbox"/> Disregarded Entity</span> <input type="checkbox"/> Non-Profit <span style="float: right;"><input checked="" type="checkbox"/> Other</span> <input type="checkbox"/> Government	
<b>5. REMIT ADDRESS</b> (Mailing Address if different from above) PO Box or number and street City, State, Zip + 4	<b>8. Minority Certification</b> (Select all that apply and attach copy of certification) <input type="checkbox"/> Certified Indian Owned (Tribe) <span style="float: right;"><input type="checkbox"/> Female Owned</span> <input type="checkbox"/> Certified Major Cherokee Employer <span style="float: right;"><input type="checkbox"/> Other Minority Owned</span> <input type="checkbox"/> Small Disadvantage <span style="float: right;"><input checked="" type="checkbox"/> None Apply</span> <input type="checkbox"/> TERO Certified	
<b>7. CONTACT INFORMATION</b> Email Address: <span style="font-size: 1.2em; color: blue;">phillip.storm@owassops.org.</span> Phone Number: <span style="font-size: 1.2em; color: blue;">918-272-5367</span> Fax Number: Contact Name: <span style="font-size: 1.2em; color: blue;">Phillip Storm</span> Contact Title: <span style="font-size: 1.2em; color: blue;">CFO</span>		
<b>9. TAXPAYER IDENTIFICATION NUMBER (TIN)</b> Federal Employer Identification No. (FEIN) <span style="font-size: 1.2em; color: blue;">73. 0773051</span> OR Social Security Number (SSN)	<b>10. Purpose for W-9</b> <input type="checkbox"/> Providing Goods <span style="float: right;"><input checked="" type="checkbox"/> Receiving CN Program Assistance</span> <input type="checkbox"/> Providing Services <span style="float: right;"><input type="checkbox"/> Expense Reimbursement</span> <input type="checkbox"/> Providing Goods and Services <span style="float: right;"><input type="checkbox"/> Charitable Contribution</span>	
<b>CERTIFICATION:</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number and that the information I provided is correct and complete; and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined in instructions); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.		
Signature Title <span style="font-size: 1.2em; color: blue;">CFO</span> <span style="float: right;">Date <span style="font-size: 1.2em; color: blue;">11/4/2025</span></span> <small>Please Print</small>		
<b>FOR CN PROGRAM USE ONLY</b>	<b>FOR AP USE ONLY</b> DATE _____ VENDOR NUMBER _____ VENDOR <input type="checkbox"/> Addition <input type="checkbox"/> Change 1099 <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>FOR FR USE ONLY</b>

Please give actual directions to Facility **NO STREET ADDRESS**

\* from US 169 northbound - exit on 86<sup>th</sup> St. N.

- head east on 86<sup>th</sup> St. for 2.5 miles - past  
145<sup>th</sup> St. N.

- Hodson will be on your right - 14500 E.  
86<sup>th</sup> St. N.

State of Oklahoma  
Department of Human Services

# LICENSE

HODSON ELEMENTARY-SPARK  
14500 E 86th St N  
OWASSO, OK 74055

OWNER: INDEPENDENT SCHOOL DISTRICT NO. 11  
is hereby issued a license to operate a

CHILD CARE PROGRAM - Out of School Time

under provisions of the Oklahoma Child Care Facilities Licensing Act, as amended, Title 10 Oklahoma Statutes Annotated Sections 401, et seq.

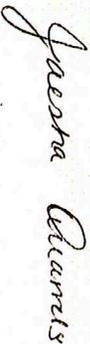
Total Capacity 60

License No. K830056540 Issued 02/29/2024

Meets criteria for

Three Stars ★★

Effective Date: 4/25/2024



Director of Child Care Services



OKLAHOMA  
Human Services





GWYB DBP  
**CHEROKEE NATION**  
 Child Care & Development

P.O. Box 948  
 Tahlequah, OK 74465  
 (918) 453-5300 Main Phone  
 (918) 458-7616 Main Fax  
 (918) 458-4446 Subsidy Fax

CN ID: \_\_\_\_\_  
 (OFFICE USE ONLY)

CHILD CARE SERVICES  
 APPLICATION FOR AUTHORITY  
 FOR A CONTRACTED PROVIDER

Received on: \_\_\_\_\_

FACILITY NAME OR PROVIDER NAME: Mills Elementary - SPARK

BUSINESS PHONE: 918-274-1901 CELL PHONE: \_\_\_\_\_

PHYSICAL ADDRESS: 8200 N. 124<sup>th</sup> E Ave

DWASSO CITY      OK STATE      74055 ZIP CODE

MAILING ADDRESS: 8200 N. 124<sup>th</sup> E. Ave  
 (If Different from Above)

DWASSO CITY      OK STATE      74055 ZIP CODE

COUNTY FACILITY IS IN? TULSA EMAIL ADDRESS: Melissa.Zumwalt@dwkcsops.org

DHS CASEWORKER NAME: \_\_\_\_\_

Type of Organization: ( ) Individual / Sole Proprietor      ( ) Partnership  
 ( ) Corporation/Inc.      ( ) LLC-Limited Liability Company  
 Public School      ( ) Tribal      ( ) Other: \_\_\_\_\_

Type of Child Care: ( ) Child Care Center      ( ) Large Child Care Home  
 ( ) Small Child Care Home       Before & After Care/School

Is the Provider/ owner a member of a federally recognized tribe? YES or NO Name of Tribe: \_\_\_\_\_

If YES please list Registry # \_\_\_\_\_ Date of Birth \_\_\_\_\_

List Maiden & other names used: \_\_\_\_\_

OK DHS License #: K 830056541 LICENSED CAPACITY # 50

If using FEIN # on W9 Form please list here      If using Social Security # on W9 Form list here

73-0773051 or \_\_\_\_\_

STARS STATUS: ( ) ONE STAR ( ) TWO STAR (X) THREE STAR ( ) FOUR STAR ( ) FIVE STAR  
(Check One)

AGES OF CHILDREN ACCEPTED FOR CARE: (Example: Newborn to 12 yrs.) 4 yrs - 13 yrs

DAYS OF OPERATION: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday or 24/7   
(Circle all that apply)

HOURS OF OPERATION: 7:00 - 8:45 AM TO 5:45 - 6:00 PM OPEN 24 HOURS

Provider understands that as a contracted child care provider they are not an employee of Cherokee Nation. Provider is an independent contractor and will be responsible for all applicable state and federal income tax and obligations related to payments received from the Cherokee Nation under the terms of the agreement.

Provider understands they are not eligible for any federal, social security, state workman's compensation or unemployment insurance benefits from the Cherokee Nation by virtue of payment received as a child care provider.

Provider agrees that if contracted, it is the provider's responsibility to follow and abide to any and all terms of this agreement.

Provider certifies the above information is correct to the best of their knowledge and certify their relationship as indicated. Provider understands that any false statements made on this form and/or in any other written statement or declaration submitted therewith may result in prosecution for fraud or denial of contract.

Melissa Zumwalt  
Print Name of Child Care Director

\_\_\_\_\_  
Print Name of Owner/President or Coordinator  
School Board President

X Melissa Zumwalt  
Signature of Child Care Director

X \_\_\_\_\_  
Signature of Owner/President or Coordinator  
School Board President

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Office Use below this line

LCW: \_\_\_\_\_ Contract Start Date \_\_\_\_\_ NVD: \_\_\_\_\_

Orientation Completed: \_\_\_\_\_ DHS Caseworker: \_\_\_\_\_

Approved  Denied  Reason for denial: \_\_\_\_\_

Reviewed by: \_\_\_\_\_



GWYJ DBP  
**CHEROKEE NATION®**

P.O. Box 948 • Tahlequah, OK 74465-0948  
918-453-5000 • www.cherokee.org

Office of the Chief

**Chuck Hoskin Jr.**  
Principal Chief

**Bryan Warner**  
Deputy Principal Chief

**CHILD CARE AND DEVELOPMENT  
DECLARATION FOR CHILD CARE PROVIDERS**

Name of Provider: Mills Elementary - SPARK

The Cherokee Nation Child Care Licensing Program requires all providers to sign a declaration before providing child care services to children and youth.

This declaration shall include all prior criminal convictions/court actions.

1. Related to child sexual abuse and their disposition.
2. Related to other forms of child care abuse and/or neglect.
3. Related to the commission of felonies.
4. Related to drugs and alcohol
5. Removing children from your home
6. Related to child abuse, sexual offenses, or violent felonies for which the record has been expunged, pardoned, or set aside under federal, state, or tribal law.

**The declaration may exclude:**

1. Other offenses not related to child abuse and/or child sexual abuse or violent felonies committed before the prospective provider's 18<sup>th</sup> birthday, which was adjudicated in a juvenile court or under a youthful offender law.
2. Any convictions for which the record has been expunged under federal, tribal or state law
3. Any convictions set aside under the federal youth corrections act or similar authority

Please answer the following question regarding the above criminal convictions/court actions.

I  have not been, or  have been, convicted or involved in a court action that involves one or more of the six types of actions or offenses listed above.

*If you have been convicted or involved in a court action listed above, please attach information detailing the offense(s) or action, the date(s) of the conviction or action, and other relevant information.*

Provider Signature: \_\_\_\_\_

*Melissa Zumwalt*

Date: \_\_\_\_\_

ALL INFORMATION IS KEPT CONFIDENTIAL



## Cherokee Nation Substitute Form W-9 Request for Taxpayer Identification Number and Certification

NOTE: Your United States TAXPAYER IDENTIFICATION NUMBER MUST be provided regardless of your tax status. Name must be the same as that filed with the Internal Revenue Service (IRS) or the Social Security Administration (SSA), as applicable. Failure to return this form in a timely manner will delay the order and/or payment. The following information needs to be completed and returned to your contact person at Cherokee Nation.

PRINT OR TYPE ALL FIELDS MUST BE COMPLETED

<b>1. LEGAL NAME</b> (As entered with IRS or SSA) If Sole Proprietorship, enter your LAST, FIRST, MI <span style="font-size: 1.2em; color: blue;">Independent School District No 11 of Tulsa County</span>		
<b>2. TRADE NAME</b> (If doing business as (D/B/A) or business name of Sole Proprietorship) <span style="font-size: 1.2em; color: blue;">Owasso Public Schools</span>	<b>3. Exemptions</b> (Codes apply only to certain entities; not individuals) Exempt Payee code (if any) <span style="font-size: 1.2em; color: blue;">3</span> Exemption FATCA reporting Code (if any) <span style="font-size: 1.2em; color: blue;">C</span> <small>(Applies to accounts maintained outside the U.S.)</small>	
<b>4. PRIMARY ADDRESS</b> (Physical Address) Number and street <span style="font-size: 1.2em; color: blue;">1501 N. Ash St.</span> City, State, Zip + 4 <span style="font-size: 1.2em; color: blue;">Owasso, OK 74055</span>	<b>6. Vendor Entity Type</b> (Select only one box) <input type="checkbox"/> Individual <span style="float: right;"><input type="checkbox"/> Corporation</span> <input type="checkbox"/> Sole Proprietor <span style="float: right;"><input type="checkbox"/> Limited Liability Corporation</span> <input type="checkbox"/> Partnership <span style="float: right;"><input type="checkbox"/> Professional Corporation</span> <input type="checkbox"/> Limited Liability Partnership <span style="float: right;"><input type="checkbox"/> Disregarded Entity</span> <input type="checkbox"/> Non-Profit <span style="float: right;"><input checked="" type="checkbox"/> Other</span> <input type="checkbox"/> Government	
<b>5. REMIT ADDRESS</b> (Mailing Address if different from above) PO Box or number and street City, State, Zip + 4	<b>8. Minority Certification</b> (Select all that apply and attach copy of certification) <input type="checkbox"/> Certified Indian Owned (Tribe) <span style="float: right;"><input type="checkbox"/> Female Owned</span> <input type="checkbox"/> Certified Major Cherokee Employer <span style="float: right;"><input type="checkbox"/> Other Minority Owned</span> <input type="checkbox"/> Small Disadvantage <span style="float: right;"><input checked="" type="checkbox"/> None Apply</span> <input type="checkbox"/> TERO Certified	
<b>7. CONTACT INFORMATION</b> Email Address: <span style="font-size: 1.2em; color: blue;">phillip.storm@owassops.org</span> Phone Number: <span style="font-size: 1.2em; color: blue;">918-272-5367</span> Fax Number: Contact Name: <span style="font-size: 1.2em; color: blue;">Phillip Storm</span> Contact Title: <span style="font-size: 1.2em; color: blue;">CFO</span>	<b>9. TAXPAYER IDENTIFICATION NUMBER (TIN)</b> Federal Employer Identification No. (FEIN) <span style="font-size: 1.2em; color: blue;">13-0773051</span> OR Social Security Number (SSN)	
<b>10. Purpose for W-9</b> <input type="checkbox"/> Providing Goods <span style="float: right;"><input checked="" type="checkbox"/> Receiving CN Program Assistance</span> <input type="checkbox"/> Providing Services <span style="float: right;"><input type="checkbox"/> Expense Reimbursement</span> <input type="checkbox"/> Providing Goods and Services <span style="float: right;"><input type="checkbox"/> Charitable Contribution</span>		
<b>CERTIFICATION:</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number and that the information I provided is correct and complete; and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined in instructions); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.		
Signature <span style="font-size: 1.5em; color: blue;">Phillip Storm</span> Title <span style="font-size: 1.2em; color: blue;">CFO</span> <span style="float: right;">Date <span style="font-size: 1.2em; color: blue;">11/4/2025</span></span> <small>Please Print</small>		
<b>FOR CN PROGRAM USE ONLY</b> DATE VENDOR NUMBER VENDOR <input type="checkbox"/> Addition <input type="checkbox"/> Change 1099 <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>FOR AP USE ONLY</b>	<b>FOR FR USE ONLY</b>

Please give actual directions to Facility **NO STREET ADDRESS**

\* from US 169 northbound

- exit on 86<sup>th</sup> St. N & head East

- turn right on 123<sup>rd</sup> E. Ave

- go to the stop sign @ 124<sup>th</sup> E. Ave &  
turn left

- go 1/4 of a mile & Mills Elementary will  
be on your left. - 8200 N. 124<sup>th</sup> E. Ave.

State of Oklahoma  
Department of Human Services

# LICENSE

MILLS ELEMENTARY-SPARK

8200 N 124th E Ave

OWASSO, OK 74055

OWNER: INDEPENDENT SCHOOL DISTRICT NO. 11

is hereby issued a license to operate a

CHILD CARE PROGRAM - Out of School Time

under provisions of the Oklahoma Child Care Facilities Licensing Act, as amended, Title 10 Oklahoma Statutes Annotated Sections 401, et seq.

Total Capacity 50

License No. K830056541 Issued 01/31/2024

Meets criteria for

Three Stars ★★ ★

Effective Date: 4/24/2024



Director of Child Care Services

A handwritten signature in black ink, appearing to be "Beth S.", written over a faint background.

  
OKLAHOMA  
Human Services



GWYB D3P

# CHEROKEE NATION Child Care & Development

P.O. Box 948  
Tahlequah, OK 74465  
(918) 453-5300 Main Phone  
(918) 458-7616 Main Fax  
(918) 458-4446 Subsidy Fax

CN ID: \_\_\_\_\_  
(OFFICE USE ONLY)

CHILD CARE SERVICES  
APPLICATION FOR AUTHORIZATION  
FOR A CONTRACTED PROVIDER

Received on: \_\_\_\_\_

FACILITY NAME OR PROVIDER NAME: Morrow Elementary - SPARK

BUSINESS PHONE: 918-274-1901 CELL PHONE: \_\_\_\_\_

PHYSICAL ADDRESS: 12301 N. 132nd E Ave.

Collinsville CITY      OK STATE      ~~74055~~ 74021 ZIP CODE

MAILING ADDRESS: 12301 N. 132nd E. Ave.

(If Different from Above)  
Collinsville CITY      OK STATE      74021 ZIP CODE

COUNTY FACILITY IS IN? Tulsa EMAIL ADDRESS: melissa.zumwalt@owdssops.org

DHS CASEWORKER NAME: \_\_\_\_\_

Type of Organization: ( ) Individual / Sole Proprietor      ( ) Partnership  
( ) Corporation/Inc.      ( ) LLC-Limited Liability Company  
 Public School      ( ) Tribal      ( ) Other: \_\_\_\_\_

Type of Child Care: ( ) Child Care Center      ( ) Large Child Care Home  
( ) Small Child Care Home       Before & After Care/School

Is the Provider/ owner a member of a federally recognized tribe? YES or NO Name of Tribe: \_\_\_\_\_

If YES please list Registry # \_\_\_\_\_ Date of Birth \_\_\_\_\_

List Maiden & other names used: \_\_\_\_\_

OK DHS License #: K 830056542 LICENSED CAPACITY # 60

If using FEIN # on W9 Form please list here      If using Social Security # on W9 Form list here  
73-0773051 or \_\_\_\_\_

STARS STATUS: ( ) ONE STAR ( ) TWO STAR (X) THREE STAR ( ) FOUR STAR ( ) FIVE STAR  
(Check One)

AGES OF CHILDREN ACCEPTED FOR CARE: (Example: Newborn to 12 yrs.) 4 yrs - 13 yrs

DAYS OF OPERATION: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday or 24/7   
(Circle all that apply)

HOURS OF OPERATION: 7:00 - 3:45 AM TO 6:00 PM OPEN 24 HOURS/

Provider understands that as a contracted child care provider they are not an employee of Cherokee Nation. Provider is an independent contractor and will be responsible for all applicable state and federal income tax and obligations related to payments received from the Cherokee Nation under the terms of the agreement.

Provider understands they are not eligible for any federal, social security, state workman's compensation or unemployment insurance benefits from the Cherokee Nation by virtue of payment received as a child care provider.

Provider agrees that if contracted, it is the provider's responsibility to follow and abide to any and all terms of this agreement.

Provider certifies the above information is correct to the best of their knowledge and certify their relationship as indicated. Provider understands that any false statements made on this form and/or in any other written statement or declaration submitted therewith may result in prosecution for fraud or denial of contract.

Melissa Zumwalt  
Print Name of Child Care Director

\_\_\_\_\_  
Print Name of Owner/President or Coordinator  
School Board President

X Melissa Zumwalt  
Signature of Child Care Director

X \_\_\_\_\_  
Signature of Owner/President or Coordinator  
School Board President

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Office Use below this line

LCW: \_\_\_\_\_ Contract Start Date \_\_\_\_\_ NVD: \_\_\_\_\_

Orientation Completed: \_\_\_\_\_ DHS Caseworker: \_\_\_\_\_

Approved  Denied  Reason for denial: \_\_\_\_\_

Reviewed by: \_\_\_\_\_



GWYĀ DBF  
**CHEROKEE NATION**

P.O. Box 948 • Tallahassee, OK 74465-0948  
918-453-5000 • www.cherokee.org

Office of the Chief

**Chuck Hoskin Jr.**  
Principal Chief

**Bryan Warner**  
Deputy Principal Chief

**CHILD CARE AND DEVELOPMENT  
DECLARATION FOR CHILD CARE PROVIDERS**

Name of Provider: Morrow Elementary - SPARK

The Cherokee Nation Child Care Licensing Program requires all providers to sign a declaration before providing child care services to children and youth.

This declaration shall include all prior criminal convictions/court actions.

1. Related to child sexual abuse and their disposition.
2. Related to other forms of child care abuse and/or neglect.
3. Related to the commission of felonies.
4. Related to drugs and alcohol
5. Removing children from your home
6. Related to child abuse, sexual offenses, or violent felonies for which the record has been expunged, pardoned, or set aside under federal, state, or tribal law.

**The declaration may exclude:**

1. Other offenses not related to child abuse and/or child sexual abuse or violent felonies committed before the prospective provider's 18<sup>th</sup> birthday, which was adjudicated in a juvenile court or under a youthful offender law.
2. Any convictions for which the record has been expunged under federal, tribal or state law
3. Any convictions set aside under the federal youth corrections act or similar authority

Please answer the following question regarding the above criminal convictions/court actions.

I  have not been, or  have been, convicted or involved in a court action that involves one or more of the six types of actions or offenses listed above.

*If you have been convicted or involved in a court action listed above, please attach information detailing the offense(s) or action, the date(s) of the conviction or action, and other relevant information.*

Provider Signature: \_\_\_\_\_

*Melissa Zimmert*

Date: \_\_\_\_\_

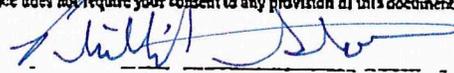
ALL INFORMATION IS KEPT CONFIDENTIAL



## Cherokee Nation Substitute Form W-9 Request for Taxpayer Identification Number and Certification

**NOTE:** Your United States TAXPAYER IDENTIFICATION NUMBER MUST be provided regardless of your tax status. Name must be the same as that filed with the Internal Revenue Service (IRS) or the Social Security Administration (SSA), as applicable. Failure to return this form in a timely manner will delay the order and/or payment. The following information needs to be completed and returned to your contact person at Cherokee Nation.

**PRINT OR TYPE ALL FIELDS MUST BE COMPLETED**

<b>1. LEGAL NAME</b> (As entered with IRS or SSA) If Sole Proprietorship, enter your LAST, FIRST, MI <u>Independent School District No 11 of Tulsa County</u>		
<b>2. TRADE NAME</b> (If doing business as (D/B/A) or business name of Sole Proprietorship) <u>Owasso Public Schools</u>	<b>3. Exemptions</b> (Codes apply only to certain entities; not individuals) Exempt Payee code (if any) <u>3</u> Exemption FATCA reporting Code (if any) <u>C</u> <small>(Applies to accounts maintained outside the U.S.)</small>	
<b>4. PRIMARY ADDRESS</b> (Physical Address) Number and street <u>1501 N. Ash St.</u> City, State, Zip + 4 <u>Owasso, OK 74055</u>	<b>6. Vendor Entity Type</b> (Select only one box) <input type="checkbox"/> Individual <span style="float: right;"><input type="checkbox"/> Corporation</span> <input type="checkbox"/> Sole Proprietor <span style="float: right;"><input type="checkbox"/> Limited Liability Corporation</span> <input type="checkbox"/> Partnership <span style="float: right;"><input type="checkbox"/> Professional Corporation</span> <input type="checkbox"/> Limited Liability Partnership <span style="float: right;"><input type="checkbox"/> Disregarded Entity</span> <input type="checkbox"/> Non-Profit <span style="float: right;"><input checked="" type="checkbox"/> Other</span> <input type="checkbox"/> Government	
<b>5. REMIT ADDRESS</b> (Mailing Address if different from above) PO Box or number and street City, State, Zip + 4	<b>8. Minority Certification</b> (Select all that apply and attach copy of certification) <input type="checkbox"/> Certified Indian Owned (Tribe) <span style="float: right;"><input type="checkbox"/> Female Owned</span> <input type="checkbox"/> Certified Major Cherokee Employer <span style="float: right;"><input type="checkbox"/> Other Minority Owned</span> <input type="checkbox"/> Small Disadvantage <span style="float: right;"><input checked="" type="checkbox"/> None Apply</span> <input type="checkbox"/> ZERO Certified	
<b>7. CONTACT INFORMATION</b> Email Address: <u>phillip.storm@owassops.org</u> Phone Number: <u>918-272-5367</u> Fax Number: Contact Name: <u>Phillip Storm</u> Contact Title: <u>CFO</u>	<b>10. Purpose for W-9</b> <input type="checkbox"/> Providing Goods <span style="float: right;"><input checked="" type="checkbox"/> Receiving CN Program Assistance</span> <input type="checkbox"/> Providing Services <span style="float: right;"><input type="checkbox"/> Expense Reimbursement</span> <input type="checkbox"/> Providing Goods and Services <span style="float: right;"><input type="checkbox"/> Charitable Contribution</span>	
<b>9. TAXPAYER IDENTIFICATION NUMBER (TIN)</b> Federal Employer Identification No. (FEIN) <u>73 0773051</u> OR Social Security Number (SSN) _____		
<b>CERTIFICATION:</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number and that the information I provided is correct and complete; and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined in instructions); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.		
Signature <u></u> Title <u>CFO</u> <span style="float: right;">Date <u>11/4/2025</u></span> <small>Please Print</small>		
<b>FOR CN PROGRAM USE ONLY</b>	<b>FOR AP USE ONLY</b> DATE _____ VENDOR NUMBER _____ VENDOR <input type="checkbox"/> Addition <input type="checkbox"/> Change 1099 <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>FOR FR USE ONLY</b>

Please give actual directions to Facility **NO STREET ADDRESS**

- from US Hwy 169 - northbound

- exit on 116<sup>th</sup> St. N. & head west

- turn right on 129<sup>th</sup> E. Ave.

- turn right on 122<sup>nd</sup> St. N - follow St as  
it will turn into 132<sup>nd</sup> E Ave.

- Morrow Elementary - 12301 N 132<sup>nd</sup> E. Ave

State of Oklahoma  
Department of Human Services

# LICENSE

MORROW ELEMENTARY-SPARK  
12301 N 132nd E Ave  
COLLINSVILLE, OK 74021

OWNER: INDEPENDENT SCHOOL DISTRICT NO. 11  
is hereby issued a license to operate a  
CHILD CARE PROGRAM - Out of School Time

under provisions of the Oklahoma Child Care Facilities Licensing Act, as amended, Title 10 Oklahoma Statutes Annotated Sections 401, et seq.

Total Capacity 50

License No. K830056542 Issued 01/31/2024

Meets criteria for

Three Stars ★★ ★ Effective Date: 4/29/2024



Director of Child Care Services



OKLAHOMA  
Human Services





GWJJD 03F  
CHEROKEE NATION  
Child Care & Development

P.O. Box 948  
Tahlequah, OK 74465  
(918) 453-5300 Main Phone  
(918) 458-7616 Main Fax  
(918) 458-4446 Subsidy Fax

CN ID: \_\_\_\_\_  
(OFFICE USE ONLY)

CHILD CARE SERVICES  
APPLICATION FOR AUTHORITY  
FOR A CONTRACTED PROVIDER

Received on: \_\_\_\_\_

FACILITY NAME OR PROVIDER NAME: Northeast Elementary - SPARK

BUSINESS PHONE: 918-274-1901 CELL PHONE: \_\_\_\_\_

PHYSICAL ADDRESS: 13650 E. 103rd St. N

OWASSO CITY      OK STATE      74055 ZIP CODE

MAILING ADDRESS: 13650 E. 103rd St. N  
(If Different from Above)

OWASSO CITY      OK STATE      74055 ZIP CODE

COUNTY FACILITY IS IN? Tulsa EMAIL ADDRESS: melissa.zumwalt@owassops.org

DHS CASEWORKER NAME: \_\_\_\_\_

Type of Organization: ( ) Individual / Sole Proprietor      ( ) Partnership  
( ) Corporation/Inc.      ( ) LLC-Limited Liability Company  
 Public School      ( ) Tribal      ( ) Other: \_\_\_\_\_

Type of Child Care: ( ) Child Care Center      ( ) Large Child Care Home  
( ) Small Child Care Home       Before & After Care/School

Is the Provider/ owner a member of a federally recognized tribe? YES or NO Name of Tribe: \_\_\_\_\_

If YES please list Registry # \_\_\_\_\_ Date of Birth \_\_\_\_\_

List Maiden & other names used: \_\_\_\_\_

OK DHS License #: K 830056543 LICENSED CAPACITY # 50

If using FEIN # on W9 Form please list here      If using Social Security # on W9 Form list here

73-0773051 or \_\_\_\_\_

STARS STATUS: ( ) ONE STAR ( ) TWO STAR (X) THREE STAR ( ) FOUR STAR ( ) FIVE STAR  
(Check One)

AGES OF CHILDREN ACCEPTED FOR CARE: (Example: Newborn to 12 yrs.) 4 yrs - 13 yrs

DAYS OF OPERATION: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday or 24/7

HOURS OF OPERATION: 7:00-8:45 AM TO 3:45-6:00 PM OPEN 24 HOURS

Provider understands that as a contracted child care provider they are not an employee of Cherokee Nation. Provider is an independent contractor and will be responsible for all applicable state and federal income tax and obligations related to payments received from the Cherokee Nation under the terms of the agreement.

Provider understands they are not eligible for any federal, social security, state workman's compensation or unemployment insurance benefits from the Cherokee Nation by virtue of payment received as a child care provider.

Provider agrees that if contracted, it is the provider's responsibility to follow and abide to any and all terms of this agreement.

Provider certifies the above information is correct to the best of their knowledge and certify their relationship as indicated. Provider understands that any false statements made on this form and/or in any other written statement or declaration submitted therewith may result in prosecution for fraud or denial of contract.

Melissa Zumwalt  
Print Name of Child Care Director

School Board President  
Print Name of Owner/President or Coordinator

X Melissa Zumwalt  
Signature of Child Care Director

X School Board President  
Signature of Owner/President or Coordinator

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Office Use below this line

LCW: \_\_\_\_\_ Contract Start Date \_\_\_\_\_ NVD: \_\_\_\_\_

Orientation Completed: \_\_\_\_\_ DHS Caseworker: \_\_\_\_\_

Approved  Denied  Reason for denial: \_\_\_\_\_

Reviewed by: \_\_\_\_\_



GWYB DBP  
**CHEROKEE NATION**

P.O. Box 948 • Tallahassee, FL 32304-0948  
908-453-5000 • www.cherokee.org

Office of the Chief

**Chuck Hoskin Jr.**  
Principal Chief

**Bryan Warner**  
Deputy Principal Chief

**CHILD CARE AND DEVELOPMENT  
DECLARATION FOR CHILD CARE PROVIDERS**

Name of Provider: Northeast Elementary - SPARK

The Cherokee Nation Child Care Licensing Program requires all providers to sign a declaration before providing child care services to children and youth.

This declaration shall include all prior criminal convictions/court actions.

1. Related to child sexual abuse and their disposition.
2. Related to other forms of child care abuse and/or neglect.
3. Related to the commission of felonies.
4. Related to drugs and alcohol
5. Removing children from your home
6. Related to child abuse, sexual offenses, or violent felonies for which the record has been expunged, pardoned, or set aside under federal, state, or tribal law.

**The declaration may exclude:**

1. Other offenses not related to child abuse and/or child sexual abuse or violent felonies committed before the prospective provider's 18<sup>th</sup> birthday, which was adjudicated in a juvenile court or under a youthful offender law.
2. Any convictions for which the record has been expunged under federal, tribal or state law
3. Any convictions set aside under the federal youth corrections act or similar authority

Please answer the following question regarding the above criminal convictions/court actions.

I  have not been, or  have been, convicted or involved in a court action that involves one or more of the six types of actions or offenses listed above.

*If you have been convicted or involved in a court action listed above, please attach information detailing the offense(s) or action, the date(s) of the conviction or action, and other relevant information.*

Provider Signature: \_\_\_\_\_

*Melissa Zumwalt*

Date: \_\_\_\_\_

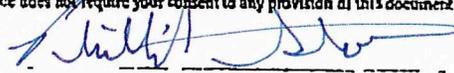
ALL INFORMATION IS KEPT CONFIDENTIAL



## Cherokee Nation Substitute Form W-9 Request for Taxpayer Identification Number and Certification

NOTE: Your United States TAXPAYER IDENTIFICATION NUMBER MUST be provided regardless of your tax status. Name must be the same as that filed with the Internal Revenue Service (IRS) or the Social Security Administration (SSA), as applicable. Failure to return this form in a timely manner will delay the order and/or payment. The following information needs to be completed and returned to your contact person at Cherokee Nation.

PRINT OR TYPE ALL FIELDS MUST BE COMPLETED

<b>1. LEGAL NAME</b> (As entered with IRS or SSA) If Sole Proprietorship, enter your LAST, FIRST, MI <u>Independent School District No 11 of Tulsa County</u>		
<b>2. TRADE NAME</b> (If doing business as (D/B/A) or business name of Sole Proprietorship) <u>Owasso Public Schools</u>	<b>3. Exemptions</b> (Codes apply only to certain entities; not individuals) Exempt Payee code (if any) <u>3</u> Exemption FATCA reporting Code (if any) <u>C</u> <small>(Applies to accounts maintained outside the U.S.)</small>	
<b>4. PRIMARY ADDRESS</b> (Physical Address) Number and street <u>1501 N. Ash St.</u> City, State, Zip + 4 <u>Owasso, OK 74055</u>	<b>6. Vendor Entity Type</b> (Select only one box) <input type="checkbox"/> Individual <span style="float: right;"><input type="checkbox"/> Corporation</span> <input type="checkbox"/> Sole Proprietor <span style="float: right;"><input type="checkbox"/> Limited Liability Corporation</span> <input type="checkbox"/> Partnership <span style="float: right;"><input type="checkbox"/> Professional Corporation</span> <input type="checkbox"/> Limited Liability Partnership <span style="float: right;"><input type="checkbox"/> Disregarded Entity</span> <input type="checkbox"/> Non-Profit <span style="float: right;"><input checked="" type="checkbox"/> Other</span> <input type="checkbox"/> Government	
<b>5. REMIT ADDRESS</b> (Mailing Address if different from above) PO Box or number and street City, State, Zip + 4	<b>8. Minority Certification</b> (Select all that apply and attach copy of certification) <input type="checkbox"/> Certified Indian Owned (Tribe) <span style="float: right;"><input type="checkbox"/> Female Owned</span> <input type="checkbox"/> Certified Major Cherokee Employer <span style="float: right;"><input type="checkbox"/> Other Minority Owned</span> <input type="checkbox"/> Small Disadvantage <span style="float: right;"><input checked="" type="checkbox"/> None Apply</span> <input type="checkbox"/> TERO Certified	
<b>7. CONTACT INFORMATION</b> Email Address: <u>phillip.storm@owassops.org</u> Phone Number: <u>918-272-5367</u> Fax Number: Contact Name: <u>Phillip Storm</u> Contact Title: <u>CFO</u>	<b>10. Purpose for W-9</b> <input type="checkbox"/> Providing Goods <span style="float: right;"><input checked="" type="checkbox"/> Receiving CN Program Assistance</span> <input type="checkbox"/> Providing Services <span style="float: right;"><input type="checkbox"/> Expense Reimbursement</span> <input type="checkbox"/> Providing Goods and Services <span style="float: right;"><input type="checkbox"/> Charitable Contribution</span>	
<b>9. TAXPAYER IDENTIFICATION NUMBER (TIN)</b> Federal Employer Identification No. (FEIN) <u>73 0773051</u> OR Social Security Number (SSN)		
<b>CERTIFICATION:</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number and that the information I provided is correct and complete; and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined in instructions); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.		
Signature <u></u> Title <u>CFO</u> <span style="float: right;">Date <u>11/4/2025</u></span> <small>Please Print</small>		
<b>FOR CN PROGRAM USE ONLY</b>	<b>FOR AP USE ONLY</b> DATE _____ VENDOR NUMBER _____ VENDOR <input type="checkbox"/> Addition <input type="checkbox"/> Change 1099 <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>FOR FR USE ONLY</b>

Please give actual directions to Facility **NO STREET ADDRESS**

\* from US Hwy 169 - northbound

- exit on 96<sup>th</sup> St. N. & head EAST

- at the light (129<sup>th</sup> east ave.) turn L

- immediately turn R onto "Old Hwy 169"

- go down that road - approx. 1/2 mile →  
turn R onto 103<sup>rd</sup> St. N

- go past La Petite & then you'll see  
Northeast Elementary

State of Oklahoma  
Department of Human Services

# LICENSE

NORTHEAST ELEMENTARY - SPARK  
13650 E 103rd St N  
OWASSO, OK 74055

OWNER: INDEPENDENT SCHOOL DISTRICT NO. 11

is hereby issued a license to operate a

CHILD CARE PROGRAM - Out of School Time

under provisions of the Oklahoma Child Care Facilities Licensing Act, as amended, Title 10 Oklahoma Statutes Annotated Sections 401, et seq.

Total Capacity 100

License No. K830056543 Issued 01/31/2024

Meets criteria for

Three Stars ★★

Effective Date: 4/24/2024



Director of Child Care Services



OKLAHOMA  
Human Services





GWYB DBP  
CHEROKEE NATION  
Child Care & Development

P.O. Box 948  
Tahlequah, OK 74465  
(918) 453-5300 Main Phone  
(918) 458-7616 Main Fax  
(918) 458-4446 Subsidy Fax

CN ID: \_\_\_\_\_  
(OFFICE USE ONLY)

CHILD CARE SERVICES  
APPLICATION FOR AUTHORIZATION  
FOR A CONTRACTED PROVIDER

Received on: \_\_\_\_\_

FACILITY NAME OR PROVIDER NAME: Smith Elementary - SPARK

BUSINESS PHONE: 918-274-1901 CELL PHONE: \_\_\_\_\_

PHYSICAL ADDRESS: 12223 E 91st St. N

OWASSO CITY      OK STATE      74055 ZIP CODE

MAILING ADDRESS: 12223 E. 91st St. N.  
(If Different from Above)

OWASSO CITY      OK STATE      74055 ZIP CODE

COUNTY FACILITY IS IN? Tulsa EMAIL ADDRESS: melissa.zumwalt@owassops.org

DHS CASEWORKER NAME: \_\_\_\_\_

Type of Organization: ( ) Individual / Sole Proprietor      ( ) Partnership  
( ) Corporation/Inc.      ( ) LLC-Limited Liability Company  
 Public School      ( ) Tribal      ( ) Other: \_\_\_\_\_

Type of Child Care: ( ) Child Care Center      ( ) Large Child Care Home  
( ) Small Child Care Home       Before & After Care/School

Is the Provider/ owner a member of a federally recognized tribe? YES or NO Name of Tribe: \_\_\_\_\_

If YES please list Registry # \_\_\_\_\_ Date of Birth \_\_\_\_\_

List Maiden & other names used: \_\_\_\_\_

OK DHS License #: K 830056545 LICENSED CAPACITY # 50

If using FEIN # on W9 Form please list here      If using Social Security # on W9 Form list here  
73-0773051 or \_\_\_\_\_

STARS STATUS: ( ) ONE STAR ( ) TWO STAR (X) THREE STAR ( ) FOUR STAR ( ) FIVE STAR  
(Check One)

AGES OF CHILDREN ACCEPTED FOR CARE: (Example: Newborn to 12 yrs.) 4 yrs - 13 yrs

DAYS OF OPERATION: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday or 24/7   
(Circle all that apply)

HOURS OF OPERATION: 7:00-8:45 AM TO 3:45-6:00 PM OPEN 24 HOURS/

Provider understands that as a contracted child care provider they are not an employee of Cherokee Nation. Provider is an independent contractor and will be responsible for all applicable state and federal income tax and obligations related to payments received from the Cherokee Nation under the terms of the agreement.

Provider understands they are not eligible for any federal, social security, state workman's compensation or unemployment insurance benefits from the Cherokee Nation by virtue of payment received as a child care provider.

Provider agrees that if contracted, it is the provider's responsibility to follow and abide to any and all terms of this agreement.

Provider certifies the above information is correct to the best of their knowledge and certify their relationship as indicated. Provider understands that any false statements made on this form and/or in any other written statement or declaration submitted therewith may result in prosecution for fraud or denial of contract.

Melissa Zumwalt  
Print Name of Child Care Director

\_\_\_\_\_  
Print Name of Owner/President or Coordinator  
School Board President

X Melissa Zumwalt  
Signature of Child Care Director

X \_\_\_\_\_  
Signature of Owner/President or Coordinator  
School Board President

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Office Use below this line

LCW: \_\_\_\_\_ Contract Start Date \_\_\_\_\_ NVD: \_\_\_\_\_

Orientation Completed: \_\_\_\_\_ DHS Caseworker: \_\_\_\_\_

Approved  Denied  Reason for denial: \_\_\_\_\_

Reviewed by: \_\_\_\_\_



GWYB DBP  
**CHEROKEE NATION®**

P.O. Box 948 • Tahlequah, OK 74465-0948  
918-453-5000 • www.cherokee.org

Office of the Chief

**Chuck Hoskin Jr.**  
Principal Chief

**Bryan Warner**  
Deputy Principal Chief

**CHILD CARE AND DEVELOPMENT  
DECLARATION FOR CHILD CARE PROVIDERS**

Name of Provider: Smith Elementary - SPARK

The Cherokee Nation Child Care Licensing Program requires all providers to sign a declaration before providing child care services to children and youth.

This declaration shall include all prior criminal convictions/court actions.

1. Related to child sexual abuse and their disposition.
2. Related to other forms of child care abuse and/or neglect.
3. Related to the commission of felonies.
4. Related to drugs and alcohol
5. Removing children from your home
6. Related to child abuse, sexual offenses, or violent felonies for which the record has been expunged, pardoned, or set aside under federal, state, or tribal law.

**The declaration may exclude:**

1. Other offenses not related to child abuse and/or child sexual abuse or violent felonies committed before the prospective provider's 18<sup>th</sup> birthday, which was adjudicated in a juvenile court or under a youthful offender law.
2. Any convictions for which the record has been expunged under federal, tribal or state law
3. Any convictions set aside under the federal youth corrections act or similar authority

Please answer the following question regarding the above criminal convictions/court actions.

I  have not been, or  have been, convicted or involved in a court action that involves one or more of the six types of actions or offenses listed above.

*If you have been convicted or involved in a court action listed above, please attach information detailing the offense(s) or action, the date(s) of the conviction or action, and other relevant information.*

Provider Signature: Melissa Zumbert

Date: \_\_\_\_\_

ALL INFORMATION IS KEPT CONFIDENTIAL



## Cherokee Nation Substitute Form W-9 Request for Taxpayer Identification Number and Certification

**NOTE:** Your United States TAXPAYER IDENTIFICATION NUMBER MUST be provided regardless of your tax status. Name must be the same as that filed with the Internal Revenue Service (IRS) or the Social Security Administration (SSA), as applicable. Failure to return this form in a timely manner will delay the order and/or payment. The following information needs to be completed and returned to your contact person at Cherokee Nation.

**PRINT OR TYPE ALL FIELDS MUST BE COMPLETED**

<b>1. LEGAL NAME</b> (As entered with IRS or SSA) If Sole Proprietorship, enter your LAST, FIRST, MI <span style="font-size: 1.2em; color: blue;">Independent School District No 11 of Tulsa County</span>		
<b>2. TRADE NAME</b> (If doing business as (D/B/A) or business name of Sole Proprietorship) <span style="font-size: 1.2em; color: blue;">Owasso Public Schools</span>	<b>3. Exemptions</b> (Codes apply only to certain entities; not individuals) Exempt Payee code (if any) <span style="font-size: 1.2em; color: blue;">3</span> Exemption FATCA reporting Code (if any) <span style="font-size: 1.2em; color: blue;">C</span> <small>(Applies to accounts maintained outside the U.S.)</small>	
<b>4. PRIMARY ADDRESS</b> (Physical Address) Number and street <span style="font-size: 1.2em; color: blue;">1501 N. Ash St.</span> City, State, Zip + 4 <span style="font-size: 1.2em; color: blue;">Owasso, OK 74055</span>	<b>6. Vendor Entity Type</b> (Select only one box) <input type="checkbox"/> Individual <span style="float: right;"><input type="checkbox"/> Corporation</span> <input type="checkbox"/> Sole Proprietor <span style="float: right;"><input type="checkbox"/> Limited Liability Corporation</span> <input type="checkbox"/> Partnership <span style="float: right;"><input type="checkbox"/> Professional Corporation</span> <input type="checkbox"/> Limited Liability Partnership <span style="float: right;"><input type="checkbox"/> Disregarded Entity</span> <input type="checkbox"/> Non-Profit <span style="float: right;"><input checked="" type="checkbox"/> Other</span> <input type="checkbox"/> Government	
<b>5. REMIT ADDRESS</b> (Mailing Address if different from above) PO Box or number and street City, State, Zip + 4	<b>8. Minority Certification</b> (Select all that apply and attach copy of certification) <input type="checkbox"/> Certified Indian Owned (Tribe) <span style="float: right;"><input type="checkbox"/> Female Owned</span> <input type="checkbox"/> Certified Major Cherokee Employer <span style="float: right;"><input type="checkbox"/> Other Minority Owned</span> <input type="checkbox"/> Small Disadvantage <span style="float: right;"><input checked="" type="checkbox"/> None Apply</span> <input type="checkbox"/> TERO Certified	
<b>7. CONTACT INFORMATION</b> Email Address: <span style="font-size: 1.2em; color: blue;">phillip.storm@owassops.org.</span> Phone Number: <span style="font-size: 1.2em; color: blue;">918-272-5367</span> Fax Number: Contact Name: <span style="font-size: 1.2em; color: blue;">Phillip Storm</span> Contact Title: <span style="font-size: 1.2em; color: blue;">CFO</span>	<b>10. Purpose for W-9</b> <input type="checkbox"/> Providing Goods <span style="float: right;"><input checked="" type="checkbox"/> Receiving CN Program Assistance</span> <input type="checkbox"/> Providing Services <span style="float: right;"><input type="checkbox"/> Expense Reimbursement</span> <input type="checkbox"/> Providing Goods and Services <span style="float: right;"><input type="checkbox"/> Charitable Contribution</span>	
<b>9. TAXPAYER IDENTIFICATION NUMBER (TIN)</b> Federal Employer Identification No. (FEIN) <span style="font-size: 1.2em; color: blue;">73. 0773051</span> OR Social Security Number (SSN) _____		
<b>CERTIFICATION:</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number and that the information I provided is correct and complete; and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined in instructions); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct <small>Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.</small>		
Signature <span style="font-size: 1.5em; color: blue;">Phillip Storm</span> Title <span style="font-size: 1.2em; color: blue;">CFO</span> <span style="float: right;">Date <span style="font-size: 1.2em; color: blue;">11/4/2025</span></span> <small>Please Print</small>		
<b>FOR CN PROGRAM USE ONLY</b>	<b>FOR AP USE ONLY</b> DATE _____ VENDOR NUMBER _____ VENDOR <input type="checkbox"/> Addition <input type="checkbox"/> Change 1099 <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>FOR FR USE ONLY</b>

Please give actual directions to Facility **NO STREET ADDRESS**

- from Hwy 169 Northbound - exit on  
86<sup>th</sup> St. & head East

- go 1/2 a mile & turn left on 123<sup>rd</sup> E Ave - it  
will turn into 91<sup>st</sup> St. N

- Smith Elementary will be on your left -  
12223 E 91<sup>st</sup> N, Owasso, OK 74055

State of Oklahoma  
Department of Human Services

# LICENSE

SMITH ELEMENTARY-SPARK  
12223 E 91st St. N  
OWASSO, OK 74055

OWNER: INDEPENDENT SCHOOL DISTRICT NO. 11  
is hereby issued a license to operate a  
CHILD CARE PROGRAM - Out of School Time

under provisions of the Oklahoma Child Care Facilities Licensing Act, as amended, Title 10 Oklahoma Statutes Annotated Sections 401, et seq.

Total Capacity 50

License No. K830056545 Issued 01/29/2024

Meets criteria for

Three Stars ★★ ★ Effective Date: 4/25/2024



Director of Child Care Services





GWYB DBP  
CHEROKEE NATION  
Child Care & Development

P.O. Box 948  
Tahlequah, OK 74465  
(918) 453-5300 Main Phone  
(918) 458-7616 Main Fax  
(918) 458-4446 Subsidy Fax

CN ID: \_\_\_\_\_  
(OFFICE USE ONLY)

CHILD CARE SERVICES  
APPLICATION FOR AUTHORIZATION  
FOR A CONTRACTED PROVIDER

Received on: \_\_\_\_\_

FACILITY NAME OR PROVIDER NAME: Stone Canyon Elementary - SPARK

BUSINESS PHONE: 918-274-1901 CELL PHONE: \_\_\_\_\_

PHYSICAL ADDRESS: 7305 N 177th E. Ave

DWASSO CITY      OK STATE      74055 ZIP CODE

MAILING ADDRESS: 7305 N. 177th E. Ave  
(If Different from Above)

DWASSO CITY      OK STATE      74055 ZIP CODE

COUNTY FACILITY IS IN? Rogers EMAIL ADDRESS: melissa.zumwalt@dwassops.org

DHS CASEWORKER NAME: \_\_\_\_\_

Type of Organization: ( ) Individual / Sole Proprietor      ( ) Partnership  
( ) Corporation/Inc.      ( ) LLC-Limited Liability Company  
 Public School      ( ) Tribal      ( ) Other: \_\_\_\_\_

Type of Child Care: ( ) Child Care Center      ( ) Large Child Care Home  
( ) Small Child Care Home       Before & After Care/School

Is the Provider/ owner a member of a federally recognized tribe? YES or NO Name of Tribe: \_\_\_\_\_

If YES please list Registry # \_\_\_\_\_ Date of Birth \_\_\_\_\_

List Maiden & other names used: \_\_\_\_\_

OK DHS License #: K 830056544 LICENSED CAPACITY # 50

If using FEIN # on W9 Form please list here      If using Social Security # on W9 Form list here  
73-0773051 or \_\_\_\_\_

STARS STATUS: ( ) ONE STAR ( ) TWO STAR (X) THREE STAR ( ) FOUR STAR ( ) FIVE STAR  
(Check One)

AGES OF CHILDREN ACCEPTED FOR CARE: (Example: Newborn to 12 yrs.) 4 yrs - 13 yrs

DAYS OF OPERATION: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday or 24/7   
(Circle all that apply)

HOURS OF OPERATION: 7:00-8:45 AM TO 3:45-6:00 PM OPEN 24 HOURS

Provider understands that as a contracted child care provider they are not an employee of Cherokee Nation. Provider is an independent contractor and will be responsible for all applicable state and federal income tax and obligations related to payments received from the Cherokee Nation under the terms of the agreement.

Provider understands they are not eligible for any federal, social security, state workman's compensation or unemployment insurance benefits from the Cherokee Nation by virtue of payment received as a child care provider.

Provider agrees that if contracted, it is the provider's responsibility to follow and abide to any and all terms of this agreement.

Provider certifies the above information is correct to the best of their knowledge and certify their relationship as indicated. Provider understands that any false statements made on this form and/or in any other written statement or declaration submitted therewith may result in prosecution for fraud or denial of contract.

Melissa Zumwalt  
Print Name of Child Care Director

School Board President  
Print Name of Owner/President or Coordinator

X Melissa Zumwalt  
Signature of Child Care Director

X School Board President  
Signature of Owner/President or Coordinator

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Office Use below this line

LCW: \_\_\_\_\_ Contract Start Date \_\_\_\_\_ NVD: \_\_\_\_\_

Orientation Completed: \_\_\_\_\_ DHS Caseworker: \_\_\_\_\_

Approved  Denied  Reason for denial: \_\_\_\_\_

Reviewed by: \_\_\_\_\_



GWYB DBF  
**CHEROKEE NATION®**

P.O. Box 948 • Tahlequah, OK 74465-0948  
918-453-5000 • www.cherokee.org

Office of the Chief

**Chuck Hoskin Jr.**  
Principal Chief

**Bryan Warner**  
Deputy Principal Chief

**CHILD CARE AND DEVELOPMENT  
DECLARATION FOR CHILD CARE PROVIDERS**

Name of Provider: Stone Canyon Elementary - SPARK

The Cherokee Nation Child Care Licensing Program requires all providers to sign a declaration before providing child care services to children and youth.

This declaration shall include all prior criminal convictions/court actions.

1. Related to child sexual abuse and their disposition.
2. Related to other forms of child care abuse and/or neglect.
3. Related to the commission of felonies.
4. Related to drugs and alcohol
5. Removing children from your home
6. Related to child abuse, sexual offenses, or violent felonies for which the record has been expunged, pardoned, or set aside under federal, state, or tribal law.

**The declaration may exclude:**

1. Other offenses not related to child abuse and/or child sexual abuse or violent felonies committed before the prospective provider's 18<sup>th</sup> birthday, which was adjudicated in a juvenile court or under a youthful offender law.
2. Any convictions for which the record has been expunged under federal, tribal or state law
3. Any convictions set aside under the federal youth corrections act or similar authority

Please answer the following question regarding the above criminal convictions/court actions.

I  have not been, or  have been, convicted or involved in a court action that involves one or more of the six types of actions or offenses listed above.

*If you have been convicted or involved in a court action listed above, please attach information detailing the offense(s) or action, the date(s) of the conviction or action, and other relevant information.*

Provider Signature: \_\_\_\_\_

*Melissa Zumwalt*

Date: \_\_\_\_\_

ALL INFORMATION IS KEPT CONFIDENTIAL



## Cherokee Nation Substitute Form W-9 Request for Taxpayer Identification Number and Certification

NOTE: Your United States TAXPAYER IDENTIFICATION NUMBER MUST be provided regardless of your tax status. Name must be the same as that filed with the Internal Revenue Service (IRS) or the Social Security Administration (SSA), as applicable. Failure to return this form in a timely manner will delay the order and/or payment. The following information needs to be completed and returned to your contact person at Cherokee Nation.

PRINT OR TYPE ALL FIELDS MUST BE COMPLETED

<b>1. LEGAL NAME</b> (As entered with IRS or SSA) If Sole Proprietorship, enter your LAST, FIRST, MI <span style="font-size: 1.2em; color: blue;">Independent School District No 11 of Tulsa County</span>		
<b>2. TRADE NAME</b> (If doing business as (D/B/A) or business name of Sole Proprietorship) <span style="font-size: 1.2em; color: blue;">Owasso Public Schools</span>	<b>3. Exemptions</b> (Codes apply only to certain entities; not individuals) Exempt Payee code (if any) <span style="font-size: 1.2em; color: blue;">3</span> Exemption FATCA reporting Code (if any) <span style="font-size: 1.2em; color: blue;">C</span> <small>(Applies to accounts maintained outside the U.S.)</small>	
<b>4. PRIMARY ADDRESS</b> (Physical Address) Number and street <span style="font-size: 1.2em; color: blue;">1501 N. Ash St.</span> City, State, Zip + 4 <span style="font-size: 1.2em; color: blue;">Owasso, OK 74055</span>	<b>6. Vendor Entity Type</b> (Select only one box) <input type="checkbox"/> Individual <span style="float: right;"><input type="checkbox"/> Corporation</span> <input type="checkbox"/> Sole Proprietor <span style="float: right;"><input type="checkbox"/> Limited Liability Corporation</span> <input type="checkbox"/> Partnership <span style="float: right;"><input type="checkbox"/> Professional Corporation</span> <input type="checkbox"/> Limited Liability Partnership <span style="float: right;"><input type="checkbox"/> Disregarded Entity</span> <input type="checkbox"/> Non-Profit <span style="float: right;"><input checked="" type="checkbox"/> Other</span> <input type="checkbox"/> Government	
<b>5. REMIT ADDRESS</b> (Mailing Address if different from above) PO Box or number and street City, State, Zip + 4	<b>8. Minority Certification</b> (Select all that apply and attach copy of certification) <input type="checkbox"/> Certified Indian Owned (Tribe) <span style="float: right;"><input type="checkbox"/> Female Owned</span> <input type="checkbox"/> Certified Major Cherokee Employer <span style="float: right;"><input type="checkbox"/> Other Minority Owned</span> <input type="checkbox"/> Small Disadvantage <span style="float: right;"><input checked="" type="checkbox"/> None Apply</span> <input type="checkbox"/> TERO Certified	
<b>7. CONTACT INFORMATION</b> Email Address: <span style="font-size: 1.2em; color: blue;">phillip.storm@owassops.org</span> Phone Number: <span style="font-size: 1.2em; color: blue;">918-272-5367</span> Fax Number: Contact Name: <span style="font-size: 1.2em; color: blue;">Phillip Storm</span> Contact Title: <span style="font-size: 1.2em; color: blue;">CFO</span>	<b>9. TAXPAYER IDENTIFICATION NUMBER (TIN)</b> Federal Employer Identification No. (FEIN) <span style="font-size: 1.2em; color: blue;">73 0773051</span> OR Social Security Number (SSN)	
<b>10. Purpose for W-9</b> <input type="checkbox"/> Providing Goods <span style="float: right;"><input checked="" type="checkbox"/> Receiving CN Program Assistance</span> <input type="checkbox"/> Providing Services <span style="float: right;"><input type="checkbox"/> Expense Reimbursement</span> <input type="checkbox"/> Providing Goods and Services <span style="float: right;"><input type="checkbox"/> Charitable Contribution</span>		
<b>CERTIFICATION:</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number and that the information I provided is correct and complete; and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined in instructions); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.		
Signature <span style="font-size: 1.5em; color: blue;">Phillip Storm</span> Title <span style="font-size: 1.2em; color: blue;">CFO</span> <span style="float: right;">Date <span style="font-size: 1.2em; color: blue;">11/4/2025</span></span> <small>Please Print</small>		
<b>FOR CN PROGRAM USE ONLY</b> DATE VENDOR NUMBER VENDOR <input type="checkbox"/> Addition <input type="checkbox"/> Change 1099 <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>FOR AP USE ONLY</b>	<b>FOR FR USE ONLY</b>

Please give actual directions to Facility **NO STREET ADDRESS**

- from Hwy 169 northbound - exit on 76<sup>th</sup> St. & head East

- go several miles & turn right onto 4060 Rd / 177<sup>th</sup> E. Ave

- follow that road around & you'll see Stone Canyon Elementary on your left  
7305 N 177<sup>th</sup> E. Ave.

State of Oklahoma  
Department of Human Services

# LICENSE

STONE CANYON ELEMENTARY-SPARK

7305 N 177th E Ave

OWASSO, OK 74055

OWNER: INDEPENDENT SCHOOL DISTRICT NO. 11

is hereby issued a license to operate a  
CHILD CARE PROGRAM - Out of School Time

under provisions of the Oklahoma Child Care Facilities Licensing Act, as amended, Title 10 Oklahoma Statutes Annotated Sections 401, et seq.

Total Capacity 60

License No. K830056544 Issued 01/31/2024

Meets criteria for

Three Stars  Effective Date: 4/18/2024

*Jacinta Edwards*

Director of Child Care Services

  
OKLAHOMA  
Human Services



C0131

**Supplemental Schedule No. 6**

**To Master Agreement between Owasso Public Schools  
("Owner") and The Stacy Group, Inc. ("Architect")  
dated June 20, 2022 (the "Master Agreement").**

This Supplemental Schedule is executed and delivered pursuant to the terms and conditions contained in the Master Agreement between Owner and Architect. This Supplemental Schedule reaffirms and incorporates each of the terms and conditions of the Master Agreement and sets forth the understanding of the Owner and Architect with respect to the specific services to be performed on the project described herein. Terms described in the Master Agreement shall have their defined meanings when used in this Supplemental Schedule.

**Description of Project:**

**Owasso Public Schools 2025 Bond Projects  
Maintenance Warehouse**

**Project Parameters:**

The preliminary budget for this project is \$1,500,000. The projected time parameter for completion of construction and occupancy is TBD. The proposed procurement method for this project is construction management.

**Project Team:**

As provided in the Master Agreement for the design, bidding and contract administration for the construction project.

**Architects Services:**

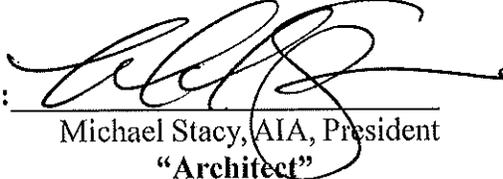
As provided in the Master Agreement for the design and construction documents for the construction project.

**Compensation:**

The Architect shall be paid a fee for services of six (6) percent of construction.

**DATED** this December 8, 2025

By: \_\_\_\_\_  
Stephanie Ruttman, Board President  
"Owner"

By:   
Michael Stacy, AIA, President  
"Architect"

 **AIA**<sup>®</sup> Document A133<sup>®</sup> – 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 8th day of December in the year 2025  
*(In words, indicate day, month, and year.)*

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

Owasso Public Schools  
1501 N. Ash St.  
Owasso, Oklahoma 74055

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

Nabholz Construction Corporation  
10319 E 54<sup>th</sup> St  
Tulsa, Oklahoma

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

Owasso Public Schools West Campus Fine Arts  
8800 N. 129<sup>th</sup> E. Ave.  
Owasso, Oklahoma 74055

The Architect:  
*(Name, address, and other information)*

The Stacy Group  
8091 N. Owasso Expressway  
Owasso, Oklahoma 74055

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<sup>™</sup>-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.

TABLE OF ARTICLES

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

- EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
- EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

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

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

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

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

| To be identified with Construction Documents

§ 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.)*

| TBD

§ 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.)*

| \$16,300,000

Init.

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

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

N/A

§ 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.)

TBD

§ 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.)

TBD

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, upon request of the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, as may be amended by the parties, 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.)

N/A

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

Mark Knowlton  
Owasso Public Schools  
1501 N. Ash St.  
Owasso, Oklahoma 74055

§ 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.)

Michael Stacy  
The Stacy Group, Inc.  
8091 N. Owasso Expressway  
Owasso, Oklahoma 74055

Init.

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

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:

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

N/A

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

Michael Stacy  
The Stacy Group  
8091 N. Owasso Expressway  
Owasso, Oklahoma 74055

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

Adam Garrett, Project Executive  
Nabholz Construction Corporation  
10319 E. 54<sup>th</sup> Street  
Tulsa, Oklahoma 74146

§ 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.)

N/A

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:  
(List any Owner-specific requirements for subcontractor procurement.)

Title 61 compliance for solicitation of subcontractors

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

N/A

§ 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.

Init.

## 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.

§ 2.1.1 Construction Manager shall exercise the degree of care, skill and diligence in the performance of the Construction Manager's Work, to assure its Work is performed in a good and workmanlike manner, consistent with construction industry standards for similar projects and circumstances in the same geographic area (hereinafter the "Construction Manager's Standard of Care"). The Construction Manager shall be responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Construction Manager's Work under this Agreement, including all coordination of the duties of all trades, and shall furnish efficient business administration and supervision of the Work.

Construction Manager's Standard of Care specifically excludes any design or design-related responsibilities, and any action taken by Construction Manager under this Agreement does not and shall not be construed to approve, represent or warrant the adequacy and suitability of the plans and specifications for the purpose for which they are provided.

§ 2.1.2 To the extent the Owner requests that the Construction Manager provide services within its Standard of Care, such as value analysis and/or constructability suggestions or comments with respect to the Drawings and Specifications, Owner acknowledges that such services are advisory only and not professional design services. The Owner shall refer all suggestions and comments to the Architect or other design professionals for review and evaluation prior to Owner's acceptance thereof. The Owner further acknowledges that the Construction Manager is not responsible for adequacy of the drawings and specifications or for identifying errors or omissions that may exist therein. The Owner shall cause the Architect to revise the Drawings and Specifications to reflect all value analysis and constructability suggestions and comments accepted by the Owner without delay or disruption to the timely and orderly progress of the work. The contract sum and contract time may be adjusted upon the Contractor's review and pricing of the revised Drawings and Specifications.

### § 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 an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests and the Construction Manager's Standard of Care. 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. Nothing herein shall negate Construction Manager's right to equitable adjustments in the Contract Time or Contract Sum in accordance with 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 (as amended), 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; Article 15, Claims and Disputes. The term "Contractor" as used in A201–2017 (as amended) 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 (as amended), which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 (as amended), 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(as amended) 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 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 perform its Preconstruction Services consistent with the Construction Manager's Standard of Care. The Construction Manager 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, and possible cost reductions.

§ 3.1.3.3 The Owner and Architect shall consult with the Construction Manager in establishing building information modeling and digital data protocols for the Project 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 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: completion of various elements of the Architect's work, submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor (or appropriate breakdown of the Work); ordering and delivery of products, including those that must be ordered in advance of construction (if such products are known by or communicated to the Construction Manager) and the occupancy requirements of the Owner.

##### **§ 3.1.5 Phased Construction**

The Construction Manager 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 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, and Construction Manager, 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 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 in an effort 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 Owner's approval.

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

**§ 3.1.9** [Intentionally Omitted]

**§ 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** [Intentionally Omitted]

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

**§ 3.1.11.3** Trade Contractors and Suppliers shall be selected and contracts let in strict accordance with the provisions of the Public Competitive Bidding Act of 1974, Okla. Stat. tit 61 (the "PCBA") and the Public Construction Management for Political Subdivisions Act, Okla. Stat. tit 61 (the "CM Act"). The Construction Manager represents and warrants to the Owner that: (1) the Construction Manager has sufficient experience with the requirements of the PCBA and the CM Act to effectively and efficiently supervise the Project; (2) the Construction Manager will review all proposed contract documents, bidding materials, including bid notices and bids received from potential Trade Contractors for compliance with the PCBA and CM Act. Construction Manager may elect to self-perform portions of the Work, Provided that the Construction Manager competitively bids the Work under the same terms and conditions as other bidders and the Construction Manager is the lowest responsible bidder for that construction contract. Where applicable, all bids shall be made and received in accordance with the provisions of PCBA and CM Act.

**§ 3.1.12 Procurement**  
[Intentionally Omitted]

**§ 3.1.13 Compliance with Laws**

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

Init.

**§ 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.)*

N/A

**§ 3.2 Guaranteed Maximum Price Proposal**

**§ 3.2.1** When the Drawings and Specifications have been completed, the Construction Manager will solicit trade contractors for competitive bids in relevant trade categories. Upon completion of the bidding cycle, the Construction Manager shall propose a Guaranteed Maximum Price ("GMP"), which shall be the sum of the estimated cost of work, including contingencies described in Section 3.2.4 and the Construction Manager's Fee as described in Section 6.1.2, and General Conditions.

**§ 3.2.2** The Owner and Construction Manager acknowledge that the Construction Manager will/has developed the Guaranteed Maximum Price based upon completed Contract Documents.

In the event that the Owner and Construction Manager agree that the Construction Manager will develop a Guaranteed Maximum Price before the completion of the Contract Documents, in that such Drawings and Specifications do not contain all details and requirements of the Work, the Guaranteed Maximum Price will be based on certain assumptions by the Construction Manager. To the extent that the Contract Documents are anticipated to require further development, the Construction Manager will include an allowance to be identified in the GMP Amendment for 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, or any condition which was not reasonably anticipated by the Construction Manager's assumptions regarding the completion of the design, all of which, if required shall be incorporated by Change Order for additional cost and/or time as required. If the Contract Documents or final Drawings and Specifications require performance of the Work in any manner different from such assumptions, or contain changes in the scope of the Work to be performed by the Construction Manager, the Construction Manager shall as soon as practicable notify the Owner thereof and of the Construction Manager's estimate of the resulting increase or decrease in the Guaranteed Maximum Price. At such time as the Owner and the Construction Manager have agreed upon the effect of such difference and/or changes in the scope of the Work, a Change Order shall be issued substituting the finished Contract Documents for those described in this Agreement and the Guaranteed Maximum Price and Contract Time shall be adjusted as agreed by the parties. .

**§ 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.
- .6 The Date of Commencement of the Work shall be within ten (10) days of receipt of 1) Owner's Notice to Proceed, 2) the issuance of all applicable permits, and 3) Proof of adequate financing for the Work by the Owner and/or Owner's lender (in a form suitable to the Construction Manager shall include its), whichever is later.

**§ 3.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager may include a contingency to account for unexpected costs which are considered a reimbursable and a part of the Cost of Work but not included in the General Conditions. Any new work or change in the scope of Work within any Construction

Contract will be the subject of an approved change order. The Construction manager's contingency shall be reasonable in amount and approved by the Owner with input from the Architect.

§ 3.2.5 The Construction Manager shall meet with the Owner 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 Upon acceptance of the Guaranteed Maximum Price proposal, the parties will execute an Amendment to this Agreement establishing the Guaranteed Maximum Price and the date of Substantial Completion of the Work. The Construction Manager shall then execute the Trade Contracts and issue a Notice to Proceed in accordance with the provisions of CM Act.

§ 3.2.7 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, with the exception of reimbursable costs associated with Preconstruction Services, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

§ 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 of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents, provided the Architect clouds all changes to the Drawings and Specifications on which the Guaranteed Maximum Price was based.

§ 3.2.9 [Intentionally Omitted]

§ 3.2.10 **The GMP will be calculated based on current prices for component building materials. Contractor will use commercially reasonable diligence with respect to the selection and management of material suppliers and supply chains in an effort to minimize the risk of price increases or schedule disruptions; however, due to volatile market conditions, Contractor cannot warrant material prices or the timely performance of material suppliers. Should there be a significant price increase in the prices of the specified materials that are purchased after execution of the GMP Amendment, the Owner agrees that the GMP will be adjusted. A significant price increase means a change in price from the date of establishment of the GMP to the date of purchasing the materials by an amount exceeding five percent (5%). Such price increases shall be documented by available vendor quotes, estimates, invoices, catalogs, receipts or other documentation.**

### § 3.3 Construction Phase

#### § 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017 (as amended), 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.

#### § 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 (as amended).

### § 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.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

§ 4.1.1 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, 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, that the Owner shall provide reasonable evidence in a form satisfactory to Construction Manager 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 (as amended) 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 in a timely manner so as not to delay the Project schedule. 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 designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The Owner's representative shall render decisions promptly and furnish information expeditiously, 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 (as amended), the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The Owner's Representative does not have the authority to approve Change Orders or amend this Agreement. Such authority is reserved to the Owner's Board of Education.

§ 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, the Owner shall compensate the Construction Manager as follows:

*(Paragraph deleted)*

The fee for preconstruction services shall be a lump sum of Thirty Thousand Dollars (\$30,000.00). Any miscellaneous costs associated with the delivery of preconstruction services (printing, advertising, travel, etc.) shall be invoiced at direct cost of the item without mark-up or profit for the Construction Manager. Preconstruction Services will be invoiced on a pro-rata monthly basis for the term of the preconstruction services as identified in Article 5.1.2.

§ 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.)*

Compensation for Preconstruction Phase Services shall be equitably adjusted if such services extend beyond ( 365 ) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified. If preconstruction services extend past the time frame identified, the following rates shall apply and will be billed on a timecard basis for those individuals working on this project:

Individual or Position	Rate
N/A	N/A

Owner acknowledges that the Charging Rates noted in this 5.1.2 are confidential and competitive to Construction Manager and shall not be disclosed to any third-party without advance written authorization of Construction Manager's Operations President. Should the date of commencement, as defined in the initial solicitation, be delayed through no fault of the Construction Manager, the Construction Manager reserves the right to substitute project team members from those originally proposed or be entitled to compensation for those team members per the rate schedule list above.

§ 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, retirement plans, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 [Intentionally Omitted]

## § 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services will be in accordance with 5.1.1.

§ 5.2.2 Payments are due and payable

*(Paragraphs deleted)*

within 30 days of presentation of the Construction Manager's invoice without retainage. Payments due and unpaid shall bear interest from the date payment is due at the maximum rate allowed by applicable law. The Interest rate shall, on amounts unpaid thirty (30) days after the due date, equal the interest rate charged on judgments of the District Courts of the State of Oklahoma, as modified from time to time, not to exceed 10% per annum.

## 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 total contract

§ 6.1.3 A lump sum equal to 4% of the Cost of the Work. The Construction Manager's Fee shall be adjusted for changes in the Work by zero percent (0%) for deductive changes and 4% for additive changes.

§ 6.1.4 [Intentionally Omitted]

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

§ 6.1.6 Liquidated damages, if any:

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

N/A

§ 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.)*

N/A

### § 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.

§ 6.2.1 [Intentionally Omitted]

### § 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 to Construction

Manager in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time and/or Contract Sum 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 (as amended), 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 (as amended), 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 amended), 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 (as amended) 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 Included in the Guaranteed Maximum Price

§ 7.1.1 The term "Cost of the Work" shall mean the total of the final Contact Sums of all of the Trade Contracts, plus the General Conditions and all Reimbursable expenses relating to the Construction Phase of the Project. The term "Cost of the Work" does not include the compensation for the Architect, the Architect's or Owner's consultants, the Construction Manager or the Construction Manager's consultants. The Cost of the Work shall include only those reimbursable expenses set forth in this Article 7 and not included in the General Conditions.

§ 7.1.1.1 The sum for General Conditions will be billed as a lump sum and paid in monthly installments commencing with the next calendar month following the date of commencement of construction of the Project and concluding on the date of completion of the Work. Payments will be pro-rated for part of a calendar month at the commencement of construction and the calendar month in which Final Completion occurs.

§ 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 [Intentionally Omitted]

### § 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, unless such work is included within bid packages competitively bid by Construction Manager to be self-performed.

§ 7.2.2 Salaries and burden of the Construction Manager's supervisory, project/operations management, executive, safety personnel whether or not stationed at the site, included as a part of the amount agreed to for General Conditions.

#### § 7.2.2.1

*(Paragraphs deleted)*

[Intentionally Omitted]

§ 7.2.3 [Intentionally Omitted]

**§ 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, collectively referred to as "Labor Burden", shall be charged at a flat rate of 49% of base wage, provided that such costs are based on wages and salaries included in the Cost of the Work as described herein. **Owner acknowledges that the Labor Burden rate set in this 7.2.4 is confidential and competitive to Construction Manager and shall not be disclosed to any third-party without advance written authorization of Construction Manager's Operations President.**

**§ 7.2.4.1** The Contract Sum is based upon the Project not being subject to State and Federal Prevailing Wage Law. In the event that this Project becomes subject to State or Federal Prevailing Wage Law, the Contract Sum will be adjusted accordingly.

**§ 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 or Trade Contractors in accordance with the requirements of the subcontracts. Trade Contracts and payments due to the Construction Manager for any self-performed portions of the Work.

### **§ 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 owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Equipment owned by the Construction manager shall be rented at a rate not to exceed the standard rental rate in the geographical area in which the project is located.

**§ 7.5.3** Costs of removal of debris and/or costs associated with diverting waste to a waste recycling center 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** That portion of insurance including deductibles and bond premiums that can be directly attributed to this Contract and expenses for Subcontractor and Supplier Surety shall be reimbursed at the following rate: 1) Contractor's Subcontractor Supplier Default Insurance (SSDI) at one and a quarter percent (1.25%) of the Subcontractor/Supplier value; or 2) Contractor's actual premium cost for other Payment and Performance Bonds from the Subcontractors. At the

Construction Manager's option, a combination of the above may be used. Application of SDI or surety bond shall be at the sole discretion of the Construction Manager.

The Construction Manager's insurance program shall be reimbursed at the rate of \$10 per thousand dollars of Contract Sum. Rates shall be subject to adjustment on the first day of each calendar year if required by the Construction Manager.

Builders Risk Insurance maintained by the Construction Manager at the rate of \$0.10 per thousand of Contract Sum per month to insure the components of the Project while under construction. If the construction type for the project classifies as wood frame or jointed masonry, different rates may apply.

**Owner acknowledges that the information provided in this Section 7.6.1 is trade secret, proprietary, or otherwise confidential and competitive to Construction Manager, and shall not be disclosed to any third-party without advance written authorization of Construction Manager's Operations President.**

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

*(Paragraph deleted)*

§ 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 (as amended) 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 knew 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 (as amended). 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, data lines, telephone service, electronic equipment, and software, directly related to the Work and located at the site.

§ 7.6.7 Costs of document reproductions, postage, 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 and expert consultants, 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 [Intentionally Omitted]

§ 7.6.11 [Intentionally Omitted]

Init.

## § 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 (as amended).

§ 7.7.3 Costs of repairing or correcting damaged Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged 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 (as amended) 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.

§ 7.7.5 **Warranty Reserve (CM at Risk).** A warranty reserve in the amount of Zero percent (0%) of the Cost of the Work will be established and included in the GMP Amendment(s) to cover the Construction Manager's cost for providing the warranty as outlined in the Contract Documents. The warranty reserve shall be deemed a Cost of the Work. In order to facilitate the final payment process, set forth in Article 11.2, the Construction Manager will bill the Owner a lump sum amount for the full warranty reserve at the time of final payment. The expenditure of the warranty reserve will not be subject to the audit provisions of this Agreement.

## § 7.8 Related Party Transactions

§ 7.8.1 [Intentionally Omitted]

§ 7.8.2 [Intentionally Omitted]

## § 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; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.
- .9 Transportation expenses incurred for travel to and within Owasso, Oklahoma.

## 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. If Construction Manager notifies the Owner of any discounts, rebates or refunds from subcontractors or vendors for early payment at the beginning of the Project, unless Owner elects to make payment early to take advantage of said discounts, the Construction Manager may choose to make payments and then accrue the discounts to the Construction Manager.

§ 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 [Intentionally Omitted]

§ 9.1.1 [Intentionally Omitted]

§ 9.2 [Intentionally Omitted]

## ARTICLE 10 ACCOUNTING RECORDS

§ 10.1 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 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.

§ 10.2 The Contractor shall not be obligated to provide any services, information or documentation relating to its Work to auditors working on a contingency fee basis (auditor's fees calculated as a percentage of the client's net recovery), nor shall any reimbursement obligation otherwise required by the Contract Documents be applicable to Contractor when an auditor is hired by Owner on a contingency fee basis.

## ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 11.1 Progress Payments

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

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

§ 11.1.3 Provided an Application for Payment is received by the Architect not later than the 1<sup>st</sup> day of the month, the Owner shall make payment to the Construction Manager not later than the 20<sup>th</sup> day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 30 days after the Architect received the Application for Payment. Owner and Construction Manager agree that the terms outlined in 5.2.2 shall apply to this Article 11.1.3. An Application for Payment shall be deemed certified 14 days after submittal unless the Owner or Architect objects to all or part of the Application for Payment within 14 days of submittal.

§ 11.1.4 If required by the Owner, with each Application for Payment, the Construction Manager shall submit a detailed cost transaction report generated from the Construction Manager's accounting system, and upon request by the Owner or Architect, shall provide any other evidence reasonably required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager, less (2) that portion of those payments attributable to the Construction Manager's Fee, plus (3) payrolls for the period covered by the present 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.

Init.

§ 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 Owner acknowledges that the Guaranteed Maximum Price applies in the aggregate to all categories and line items of the Cost of the Work. 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 [Intentionally Omitted]

§ 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 (as amended) 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 (as amended);
- .3 [Intentionally Omitted];
- .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 (as amended);
- .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.)*

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

General Conditions  
Insurance  
Project Requirements  
Bonds

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

If the manner of completion of the work, and its progress are and remain satisfactory for the Owner, and the Work is shown at fifty percent (50%) or more complete in the Application for Payment, without reduction of previous retainage, no further retainage will be withheld.

§ 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.)*

Retainage on work not completed or on the punch list will not be released until work is completed to Architect's satisfaction

§ 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 (as amended).

§ 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 stored at the site.

§ 11.1.11 [Intentionally Omitted]

§ 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.

§ 11.1.13 The receipt by Construction Manager of a partial payment of any amount due to Construction Manager endorsed as payment in full will be deemed to be a part payment only, and any endorsements or statements on a check or other form of commercial paper, or any other document accompanying the payment, shall not be deemed an accord and/or satisfaction, notwithstanding such endorsements.

## § 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 (as amended);
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:50:46 on 12/01/2025 under Order No.20240038907 which expires on 06/22/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1162424363)

.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 (as amended). The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017 (as amended). The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 [Intentionally Omitted]

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

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

### § 11.3 Interest

Payments are due and payable within 30 days of presentation of the Construction Manager's invoice. Payments due and unpaid shall bear interest from the date payment is due at the rate

*(Paragraphs deleted)*

of 12% per annum or the maximum rate allowed by applicable law, whichever is less.

## 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 (as amended). 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.

### § 12.1.2

*(Paragraphs deleted)*

[Intentionally Omitted]

### § 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017 (as amended), the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Article 15 of AIA Document A201-2017 (as amended)

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 (as amended).

**§ 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. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall 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.

**§ 13.1.6.1** 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 (as amended).

### § 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 (as amended), the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 (as amended) shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017 (as amended).

§ 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 with the consent of Construction Manager and that is not otherwise included in the Cost of the Work.. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall 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 (as amended), then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

Price shall not exceed Guaranteed maximum price nor shall it exceed an amount calculated as follows:

1. Take Cost of Work incurred by Construction Manager to the date of termination.
2. Add Construction Manager's fee, computed upon the Cost of Work to the date of termination at a rate stated in Section 6.1.
3. Subtract the aggregate of previous payments made by the Owner.
4. Add 20% of remaining estimated fee.

## § 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017 (as amended); in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017 (as amended), 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 (as amended). Where reference is made in this Agreement to a provision of AIA Document A201–2017 (as amended) 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 (as amended), 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 Owner shall provide Construction Manager with advance written notice of such assignment. The Construction Manager shall execute all consents reasonably required to facilitate the assignment and acceptable to Construction Manager.

§ 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 Two million dollars (\$ 2,000,000 ) for each occurrence and two million dollars (\$ 2,000,000 ) 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 two million dollars (\$ 2,000,000 ) 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.

§ 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 of one million dollars (\$ 1,000,000 ) each accident for bodily injury, one million dollars (\$ 1,000,000 ) each employee for bodily injury by disease, and one million dollars (\$ 1,000,000 ) policy limit for bodily injury by disease.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of two million dollars (\$ 2,000,000 ) per claim and two million dollars (\$ 2,000,000 ) in the aggregate.

§ 14.3.1.6 Other Insurance

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

Coverage

Limits

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 [Intentionally Omitted]

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017 (as amended), may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 14.5 Other provisions: Construction Manager shall not be required to furnish performance or defects bonds covering performance of the Contract except as required by the PCBA or as permitted by the CM Act and agreed by the Owner and Construction Manager. The Construction Manager shall furnish a payment or fidelity bond covering payment of Contractors, Subcontractors and other obligations arising under the Contract. The Construction manager shall ensure that all bonds required by the Act from Trade contractors and subcontractors be issued as dual obligee bonds in favor of the Owner and the Construction Manager.

§ 14.5.1 Owner acknowledges that Contractor is an independent contractor and the owner has no ownership or control over Contractor, a private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Oklahoma Open Records Act. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contactor and Owner at a competitive disadvantage if the information is disclosed by the Owner. 51 Okl. St. § 24A.10. In the event Owner receives a request for disclosure of records under the Oklahoma Open Records Act, or other request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without Contractor's written consent or unless Owner is ordered to disclose pursuant to court order.

§14.5.2 If Drawings are revised after the Drawings referenced in the Contract, the Owner shall have the Architect re-date all revised sheets and clearly identify all changes by bubble and delta number or other means acceptable to the Construction Manager and Owner. The Owner and Construction Manager acknowledge that it is difficult to determine and implement changes that are not so identified. Regardless if the Contract is amended to incorporate revised Drawings, the Guaranteed Maximum Price and Contract Time are subject to additional equitable adjustments for the cost and time impacts if implementing any changes not so identified.

§ 14.5.3 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement bearing an original manual or electronic signature, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

§ 14.5.4 Owner and Construction Manager acknowledge and agree that the Guaranteed Maximum Price and Contract Time does not fully account for all cost impacts or schedule impacts (collectively "Impacts") associated with COVID-19, any other virus, disease, epidemic, pandemic, or public health crisis ("Epidemic"). Construction Manager cannot reasonably foresee or carry all necessary costs or contingencies for such Impacts. Therefore, if Construction Manager's work is delayed, suspended, disrupted, or otherwise adversely impacted, directly or indirectly, by an Epidemic, including but not limited to the following impacts: (1) material or equipment supply chain disruptions; (2) illness and related costs; (3) unavailability of labor or increased labor costs, including, but not limited to any labor shortage or increased labor costs resulting from loss of labor productivity, strike, labor force reduction required or created by the CDC or OSHA guidelines, regulations, or governmental order; (4) government orders, closures, changes in the law, or other directives or restrictions that impact the work or the Project site, including without limitation vaccine or testing mandates; or (5) fulfillment of Construction Manager's contractual obligations regarding safety specific to COVID-19, any Epidemic, or both, then Construction Manager shall be entitled to an equitable increase in the Guaranteed Maximum Price and Contract Time for all such Impacts.

**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 Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction (as amended)
- .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:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 (as amended) provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

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

\_\_\_\_\_  
OWNER (Signature)  
\_\_\_\_\_  
*(Printed name and title)*

  
\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)  
**MICHAEL FEASTER - PRESIDENT**  
\_\_\_\_\_  
*(Printed name and title)*

NabModel Version 12.06.2023



# AIA<sup>®</sup> Document A201<sup>®</sup> – 2017

## General Conditions of the Contract for Construction

**for the following PROJECT:**

*(Name and location or address)*

Owasso Public Schools West Campus Fine Arts  
8800 N. 129<sup>th</sup> E. Ave.  
Owasso, Oklahoma 74055

**THE OWNER:**

*(Name, legal status and address)*

Owasso Public Schools  
1501 N. Ash St.  
Owasso, Oklahoma 74055

**THE ARCHITECT:**

*(Name, legal status and address)*

The Stacy Group  
8091 N. Owasso Expressway  
Owasso, Oklahoma 74055

**TABLE OF ARTICLES**

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

**ADDITIONS AND DELETIONS:**

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

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

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

Init.

- 14      TERMINATION OR SUSPENSION OF THE CONTRACT
- 15      CLAIMS AND DISPUTES
- 16      RENOVATIONS OR ADDITIONS TO AN EXISTING STRUCTURE AND TEMPORARY UTILITIES

Init.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:52:48 on 12/01/2025 under Order No.20240038907 which expires on 06/22/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [docinfo@aiacontracts.com](mailto:docinfo@aiacontracts.com).

User Notes:

(1381128810)

## INDEX

(Topics and numbers in bold are Section headings.)

### **Acceptance of Nonconforming Work**

9.6.6, 9.9.3, **12.3**

Acceptance of Work

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

### **Access to Work**

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

### **Additional Inspections and Testing**

9.4.2, 9.8.3, 12.2.1, **13.4**

### **Additional Time, Claims for**

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

### **Administration of the Contract**

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### **Allowances**

**3.8**

### **Applications for Payment**

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

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

### **Arbitration**

8.3.1, 15.3.2, **15.4**

## **ARCHITECT**

**4**

Architect, Definition of

**4.1.1**

Architect, Extent of Authority

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

Architect, Limitations of Authority and Responsibility

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

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

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

Architect's Inspections

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

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

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

Architect's Relationship with Subcontractors

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

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

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

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

### **Award of Subcontracts and Other Contracts for Portions of the Work**

**5.2**

### **Basic Definitions**

**1.1**

Bidding Requirements

1.1.1

Binding Dispute Resolution

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

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

### **Bonds, Performance, and Payment**

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

### **Building Information Models Use and Reliance**

**1.8**

Building Permit

3.7.1

### **Capitalization**

**1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

## **Certificates for Payment**

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

Certificates of Inspection, Testing or Approval  
13.4.4

Certificates of Insurance  
9.10.2

## **Change Orders**

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

**Change Orders**, Definition of  
**7.2.1**

## **CHANGES IN THE WORK**

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

**Claims**, Definition of  
**15.1.1**

Claims, Notice of  
1.6.2, 15.1.3

## **CLAIMS AND DISPUTES**

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

### **Claims for Additional Cost**

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

### **Claims for Additional Time**

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

### **Concealed or Unknown Conditions, Claims for**

**3.7.4**  
Claims for Damages

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

Claims Subject to Arbitration  
15.4.1

## **Cleaning Up**

**3.15**, 6.3

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

**Commencement of the Work**, Definition of  
**8.1.2**

## **Communications**

3.9.1, **4.2.4**

Completion, Conditions Relating to

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

## **COMPLETION, PAYMENTS AND**

**9**

Completion, Substantial

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

Compliance with Laws

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

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

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

## **Consolidation or Joinder**

**15.4.4**

## **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, **6**

**Construction Change Directive**, Definition of  
**7.3.1**

## **Construction Change Directives**

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

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

**Contingent Assignment of Subcontracts**  
**5.4**, 14.2.2.2

**Continuing Contract Performance**  
**15.1.4**

**Contract**, Definition of

**1.1.2**

## **CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

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

**Contract Documents**, Definition of

**1.1.1**

## **Contract Sum**

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

**Contract Sum**, Definition of  
**9.1**

Contract Time

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

**Contract Time**, Definition of  
**8.1.1**

## **CONTRACTOR**

**3**

Contractor, Definition of

**3.1**, **6.1.2**

**Contractor's Construction and Submittal Schedules**

**3.10**, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees  
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

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

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

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

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

Faulty Work  
(See Defective or Nonconforming Work)

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

Financial Arrangements, Owner's  
2.2.1, 13.2.2, 14.1.1.4

**GENERAL PROVISIONS**

**1**

**Governing Law**

**13.1**  
Guarantees (See Warranty)

**Hazardous Materials and Substances**  
10.2.4, **10.3**  
Identification of Subcontractors and Suppliers  
5.2.1

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

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

**Initial Decision**  
**15.2**

**Initial Decision Maker, Definition of**  
1.1.8  
Initial Decision Maker, Decisions  
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
Initial Decision Maker, Extent of Authority  
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

**Injury or Damage to Person or Property**  
**10.2.8**, 10.4  
Inspections  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4  
Instructions to Bidders  
1.1.1  
Instructions to the Contractor  
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

**Instruments of Service, Definition of**  
**1.1.7**  
Insurance  
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**  
Insurance, Notice of Cancellation or Expiration  
11.1.4, 11.2.3

**Insurance, Contractor's Liability**  
**11.1**  
Insurance, Effective Date of  
8.2.2, 14.4.2

**Insurance, Owner's Liability**  
**11.2**

**Insurance, Property**  
**10.2.5**, 11.2, 11.4, 11.5

Insurance, Stored Materials  
9.3.2

**INSURANCE AND BONDS**  
**11**  
Insurance Companies, Consent to Partial Occupancy  
9.9.1  
Insured loss, Adjustment and Settlement of  
11.5  
Intent of the Contract Documents  
1.2.1, 4.2.7, 4.2.12, 4.2.13

**Interest**  
**13.5**

**Interpretation**  
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1  
Interpretations, Written  
4.2.11, 4.2.12  
Judgment on Final Award  
15.4.2

**Labor and Materials, Equipment**  
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
Labor Disputes  
8.3.1  
Laws and Regulations  
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4  
Liens  
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8  
Limitations, Statutes of  
12.2.5, 15.1.2, 15.4.1.1  
Limitations of Liability  
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1  
Limitations of Time  
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

**Materials, Hazardous**  
**10.2.4**, **10.3**  
Materials, Labor, Equipment and  
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2  
Means, Methods, Techniques, Sequences and Procedures of Construction  
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2  
Mechanic's Lien  
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

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

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

## MISCELLANEOUS PROVISIONS

### 13

#### Modifications, Definition of

##### 1.1.1

#### Modifications to the Contract

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

#### Mutual Responsibility

##### 6.2

#### Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of  
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

#### Notice

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

#### Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

#### Notice of Claims

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

#### Notice of Testing and Inspections

13.4.1, 13.4.2

#### Observations, Contractor's

3.2, 3.7.4

#### Occupancy

2.3.1, 9.6.6, 9.8

#### Orders, Written

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

## OWNER

### 2

#### Owner, Definition of

##### 2.1.1

#### Owner, Evidence of Financial Arrangements

**2.2**, 13.2.2, 14.1.1.4

#### Owner, Information and Services Required of the

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

#### Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

#### Owner's Insurance

##### 11.2

#### Owner's Relationship with Subcontractors

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

#### Owner's Right to Carry Out the Work

**2.5**, 14.2.2

#### Owner's Right to Clean Up

##### 6.3

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

##### 6.1

#### Owner's Right to Stop the Work

##### 2.4

#### Owner's Right to Suspend the Work

14.3

#### Owner's Right to Terminate the Contract

14.2, 14.4

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

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

#### Partial Occupancy or Use

9.6.6, **9.9**

#### Patching, Cutting and

**3.14**, 6.2.5

#### Patents

3.17

#### Payment, Applications for

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

#### Payment, Certificates for

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

#### Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

#### Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

#### Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

#### Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

## PAYMENTS AND COMPLETION

### 9

#### Payments to Subcontractors

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

#### PCB

10.3.1

#### Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

#### Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

## PERSONS AND PROPERTY, PROTECTION OF

### 10

#### Polychlorinated Biphenyl

10.3.1

#### Product Data, Definition of

##### 3.12.2

#### Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

#### Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

#### Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

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

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

Subsurface Conditions  
3.7.4

**Successors and Assigns**  
**13.2**

**Superintendent**  
3.9, 10.2.6

**Supervision and Construction Procedures**  
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers  
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5, 14.2.1

Surety  
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of  
9.8.5, 9.10.2, 9.10.3

Surveys  
1.1.7, 2.3.4

**Suspension by the Owner for Convenience**  
**14.3**

Suspension of the Work  
3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract  
5.4.1.1, 14

**Taxes**  
3.6, 3.8.2.1, 7.3.4.4

**Termination by the Contractor**  
**14.1**, 15.1.7

**Termination by the Owner for Cause**  
5.4.1.1, **14.2**, 15.1.7

**Termination by the Owner for Convenience**  
**14.4**

Termination of the Architect  
2.3.3

Termination of the Contractor Employment  
14.2.2

## **TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14**

#### **Tests and Inspections**

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

#### **TIME**

### **8**

#### **Time, Delays and Extensions of**

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

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

#### **Time Limits on Claims**

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

## **UNCOVERING AND CORRECTION OF WORK**

### **12**

#### **Uncovering of Work**

**12.1**

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

#### **Use of Site**

**3.13**, 6.1.1, 6.2.1

#### **Values, Schedule of**

**9.2**, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

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

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

#### **Waivers of Subrogation**

6.1.1, **11.3**

#### **Warranty**

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

15.1.2

Weather Delays

8.3, 15.1.6.2

#### **Work, Definition of**

**1.1.3**

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,

13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

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

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically excluded in the Agreement, the Contract Documents include other documents such as the advertisement or invitation to bid, Instructions to Bidders, Contractors Bid Manual, schedules, sample forms, other information furnished by the Owner or Contractor in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

*[Intentionally Omitted]*

### **§ 1.2 Correlation and Intent of the Contract Documents**

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

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

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

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

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

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

### § 1.6 Notice

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

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

### § 1.7 Digital Data Use and Transmission

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model 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. Any agreement to such protocols shall be included in the

Contract Documents as "BIM Addendum," or other agreed designation. The Owner shall cause an identical version of the BIM Addendum, if any, to be appended or incorporated into all written agreements between the Owner and any design professional performing obligations to be modeled.

### § 1.9 Order of Precedence

§ 1.9.1 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of the omissions or errors in figures, drawings or specifications, the Contractor shall immediately submit the matter to the Architect for clarification. The Architect's clarifications are final and binding on all parties, subject to an equitable adjustment in Contract Time or Price pursuant to Articles 7 and 8 or claims and disputes in accordance with Article 15.

§ 1.9.2 Where figures are given, they shall be preferred to scaled dimensions.

§ 1.9.3 Any terms that have well-known technical or trade meanings, unless otherwise specifically defined in the Contract Documents, shall be interpreted in accordance with the well-known meanings.

§ 1.9.4 In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order:

- a. Change order and written Modifications to this Agreement
- b. this Agreement
- c. drawings (large scale governing over small scale)
- d. approved submittals
- e. information furnished by the Owner
- f. other documents listed in the Agreement (Among categories of documents having the same order of precedence, the term or provision that includes the most recent date shall control).

## ARTICLE 2 OWNER

### § 2.1 General

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

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

§ 2.1.3 For projects located in the State of Missouri, the following required statutory notice is provided:

#### **NOTICE TO OWNER**

**FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**

### § 2.2 Evidence of the Owner's Financial Arrangements

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

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence satisfactory to Contractor that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence within fourteen (14) days of the Contractor's request, the Contract may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start up, plus interest as provided in the Contract Documents.

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

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

### § 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 The Owner shall, before the Schematic Design budgeting phase, furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. If, after establishing the Contract Sum, Owner provides such information to Contractor, and the information necessitates an increase in the Contract Sum or Time, the Owner shall provide for increase.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness and, in any event, within seven (7) days of Contractor's request, so as not to delay or hinder the progress of the Work. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work within seven (7) days after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one hard copy and one electronic copy of the Contract Documents for purposes of bidding pursuant to Section 1.5.2. Prior to commencement of the Work, and to the extent available, Owner shall furnish the Contractor any electronic drawings (.dwg, .dxf, .ifc, .rvt, .nwd or others as appropriate) that will enable, but not require, Contractor to build an electronic model of the Project.

#### **§ 2.4 Owner's Right to Stop the Work**

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

#### **§ 2.5 Owner's Right to Carry Out the Work**

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

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

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

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

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. The Contractor can rely on written instructions/directions/interpretations of the Architect as well as the Owner's testing firm in performing its Work.

**§ 3.1.4** The Owner hereby agrees that Contractor shall not be liable or responsible in any manner whatsoever for any claims, damages, expenses, costs, errors or omissions arising out of the professional services performed by the Architect or other design professionals, whether through indemnity or otherwise. The Owner's sole recourse shall be against the Architect, or other design professionals performing such professional services, and any insurance procured by the Architect.

To the extent that the Owner requires, or the Contractor otherwise provides, any incidental services, construction consulting, or value engineering, the Owner acknowledges that such services are advisory and are not professional design services. The Owner shall, with due diligence, refer such questions, matters and inquiries to the design professionals, and the Contractor shall have no liability to the Owner or to the Architect or its consultants for such services required by the Owner and rendered hereunder.

#### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

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

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully review the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions (if practical

without destructive inspections) related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional.

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

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

### **§ 3.3 Supervision and Construction Procedures**

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

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. This provision shall in no way be construed as creating any rights or obligations to third parties.

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

### **§ 3.4 Labor and Materials**

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

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

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

### § 3.5 Warranty

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

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

*(Paragraphs deleted)*

### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. ("Legal Obligations"). In the event that Contractor may be adversely impacted by any change to, or increase of, Legal Obligations (as well as any additional health and safety practices required in order to comply with existing Legal Obligations), the Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs, plus reasonable overhead and profit thereon. The Contract Sum and Contract Time are based upon a mutual expectation that reasonable positions will be taken by federal, state, or local inspectors and officials ("Authorities"), and that such Authorities shall act with reasonable promptness and diligence regarding issuance of permits, approvals, certificates of occupancy, and in interpreting applicable codes and standards. Contractor shall be entitled to a change order adjusting the Contract Sum and Contract Time for any impact resulting from a deviation.

§ 3.7.2 Without assuming any design responsibilities, the Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall, upon discovery, notify the Architect in writing, and necessary changes shall be accomplished by appropriate Modifications. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

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

promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness to avoid delay in the Work.

### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

*(Paragraph deleted)*

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

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner has made reasonable and timely objection. The Contractor shall not change the superintendent without informing the Owner.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised by Contractor at appropriate intervals in its discretion and without prior notice as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor shall prepare and keep current a schedule of submittals that is coordinated with the Contractor's construction schedule and which allows the Architect reasonable time to review submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. When changes do not affect the Substantial Completion date, they may be made at Contractor's discretion.

### § 3.11 Documents and Samples at the Site

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

### § 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals.

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

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

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

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

### **§ 3.15 Cleaning Up**

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

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so upon seventy-two (72) hours advance written notice to Contractor, and the Owner shall be entitled to reimbursement of reasonable costs from the Contractor.

### **§ 3.16 Access to Work**

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

### § 3.17 Royalties, Patents and Copyrights

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

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, except to the extent such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

§ 3.18.3 The obligations of the Contractor shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them, including but not limited to any liability arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants and agents and employees of any of them.

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Contractor (1) known deviations

from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### **§ 4.2.4 Communications**

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

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

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

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness; however, delivery of such interpretation shall not be extended to cause the Contractor delay in the Work.

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness, and delivery of such interpretation shall not be extended to cause the Contractor delay in the Work or cause the Work to be performed out of sequence. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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

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

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

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

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If, in the opinion of the Contractor, the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time may be allowed for such change if the Contractor did not act promptly and responsively in submitting names as required.

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

### **§ 5.3 Subcontractual Relations**

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract

Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **§ 5.4 Contingent Assignment of Subcontracts**

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

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

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

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

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

### **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. To the extent the Owner chooses to perform construction or operations related to the Project, or to award separate contracts in connection with other portions of the Project or other construction or operations on the site, the Owner shall be required to secure a separate permit for that Work, if required by the authority having jurisdiction. Regardless, the Owner shall ensure that the Contractor is listed as an additional insured on the Separate Contractor's general liability and excess liability policy. Further, the Owner agrees to defend, indemnify and hold harmless the Contractor from any claims made against the Contractor resulting from damage to property (other than the Work) or injury to, or death of, persons in or about the Project caused by, arising out of or in connection with the construction, services, labor, materials, and equipment which have been performed, provided or supplied to the Project by the Owner or its Separate Contractor. If the Contractor claims that delay or additional cost is involved because of performance of construction or operations of Separate Contractors, of such action by the Owner or its Separate Contractors, the Contractor shall make such Claim as provided in Article 15.

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

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

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

### § 6.2 Mutual Responsibility

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

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

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

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

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

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner, after notifying responsible party(s) by written notice and allowing the responsible party(s) to resolve this issue, may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

### § 7.2 Change Orders

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

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

- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

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

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

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

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing and approved by the Owner. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. Notwithstanding, in the event the Architect has issued multiple Additional Supplementary Instructions that, in the aggregate, result in the changes justifying an adjustment in Contract Sum or extension of the Contract Time, Contractor shall be entitled to submit a request for an equitable adjustment.

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement. Date of Commencement shall not be earlier than the date upon which all necessary permits are procured that would allow the Contractor to initiate and continue the Work and a written notice to proceed is received by the Contractor.

§ 8.1.3 The date of Substantial Completion is the date established under Section 9.8.

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

#### § 8.2 Progress and Completion

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

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

§ 8.2.3 The Contractor shall use commercially reasonable efforts to achieve Substantial Completion within the Contract Time.

#### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor shortages and/or disputes, fire, unusual delay in deliveries, transportation delays not within the Contractor's control, unavailability of suitable materials, riots, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, epidemics, pandemic, or other designated health emergency, or other causes beyond the Contractor's control; (4) disruptions in labor or materials supply resulting from a public health crisis regardless of whether an infectious disease, epidemic, pandemic or isolated to areas from which such labor and materials are supplied; (5) by adverse government actions, including without limitation embargoes and tariffs; (6) quarantine restrictions or government vaccine mandates; (7) by delay authorized by the Owner pending mediation and binding dispute resolution; or (8) by other causes that the Contractor asserts, and the Architect determines, justify

delay, then the Contract Sum shall be adjusted and the Contract Time shall be extended by Change Order for such reasonable time, and amounts as arise out of or relate to such cause.

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

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

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. This provision does not prohibit Contractor from withholding payments to Subcontractors or suppliers pursuant to a provision or its agreements with such Subcontractors and suppliers providing for such withholding.

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

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

encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

#### **§ 9.4 Certificates for Payment**

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

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

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner and notify the Contractor in writing of the particular reasons why such representations to the Owner cannot be made as to the remaining amount. The Architect may also withhold a Certificate for Payment to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

However, in no event shall the Architect refuse to certify or shall the Owner withhold payment of an amount greater than that which is sufficient to pay the direct expenses the Owner reasonably expects to incur to correct any of the above reasons set forth by the Architect for withholding certification.

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

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

*(Paragraph deleted)*

§ 9.5.4 If the Architect properly withholds certification for payment under Section 9.5.1.3, the Owner may, upon providing ten (10) days' prior written notice to Contractor, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to properly make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Contractor agrees to reflect such payment on its next Application for Payment.

#### § 9.6 Progress Payments

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

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

#### § 9.6.3 *[Intentionally Omitted]*

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

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

#### § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within fourteen days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received, or terminate the Contract. In the event the Work is stopped, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents. If the Contractor terminates the Contract, Owner shall pay Contractor for Work executed and for incurred costs related to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 9.7.1 Upon execution of the Agreement, Contractor shall provide Owner with written payment instructions and all necessary forms required by Owner to effectuate payments to Contractor by wire transfer (the "Payment Information"). Contractor shall submit the initial Payment information to Owner by certified mail or hand delivery only. If Owner receives a request to change such Payment Information, Owner agrees that it will not modify or make change to this Payment Information without oral communication, followed by written confirmation, from Contractor's Controller. Owner shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Owner makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Contractor as required under the terms of this Agreement.

## § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Substantial Completion will be achieved by Contractor when the last of the following occurs:

- .1 custody and control of the Work (or designated portion of the Work) is provided to the Owner ; and
- .2 inspections and approvals from government agencies required by the Work (or designated portion of the Work) have been completed and a certificate of occupancy, whether temporary or final, for the Work (or designated portion of the Work) has been issued;

If the Work (or designated portion of the Work) includes installation of items furnished by the Owner, completion of such installation will be considered punch list work and will not delay designation of Work as Substantially Complete.

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

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

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

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

## § 9.9 Partial Occupancy or Use

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

heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld, provided if Contractor is delayed at any time in the progress or completion of the Work, or if Contractor's work is made more costly, by any cause or condition arising directly or indirectly from such partial occupancy or use, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs, plus reasonable overhead and profit thereon. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. At the time Owner takes partial occupancy or use, the Owner shall reduce retainage proportionately.

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

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents. Owner shall indemnify, defend, and hold Contractor harmless from any and all damages, losses, claims and expenses, including attorneys' fees arising out of or related to such partial occupancy or use, including, but not limited to claims for property damage and bodily injury.

#### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. In no event shall the Architect unreasonably withhold the final Certificate for Payment.

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

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor (including, but not limited to any cause identified in §8.3 above) or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

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

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

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

### § 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

### **§ 10.2.8 Injury or Damage to Person or Property**

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

### **§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** Without accepting any responsibility or liability for the remediation of hazardous materials that exist on or contiguous to the Project site as of the date of the Agreement, the Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable property damage, bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

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

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

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. Unless required by the Contract Documents, the Contractor shall not be required to perform without its consent any Work relating to a hazardous material or substance, provided that such Contractor consent shall not be unreasonably withheld.

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

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

**§ 10.3.7** Unless required by the Contract Documents, the Contractor shall not be required to perform, without consent, any Work relating to mold, asbestos or polychlorinated biphenyl ("PCB"). The Contractor shall perform no work involving toxic, contaminant, contaminated or hazardous material of any type, which removal or responsibility to render harmless is the Owner's obligation.

## § 10.4 Emergencies

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

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

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

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

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

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

§11.1.5 Contractor may use a traditional insurance process, or it can use a Controlled Contractor Insurance Program ("CCIP").

### § 11.2 Owner's Insurance

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

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

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide written notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

### **§ 11.3 Waivers of Subrogation**

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

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

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

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

### **§11.5 Adjustment and Settlement of Insured Loss**

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

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

proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's written request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents or contains an acceptable minor change in the Work, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate to compensate Contractor for its actual costs of uncovering and replacing the Work, plus reasonable overhead and profit. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect for failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and the cost of uncovering and replacement shall be at the Contractor's expense. In the event Work is uncovered and determined as conforming to the Contract Documents the costs of recovering and replacement, including compensation for Contractor's service and expenses made necessary thereby, shall be at the Owner's expense.

#### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such written notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work prior to Substantial Completion that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** *[Intentionally Omitted]*

### **§ 12.3 Acceptance of Nonconforming Work**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

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

### **§ 13.2 Successors and Assigns**

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

**§ 13.2.2** The Owner may, with consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment. Contractor shall not be obligated to perform pursuant to the assignment unless or until Owner or Lender has paid Contractor for Work performed prior to the effective date of the assignment.

### **§ 13.3 Rights and Remedies**

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

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

### **§ 13.4 Tests and Inspections**

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

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

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

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

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

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

### § 13.5 Interest

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

### § 13.6 Severability

If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- .5 if the Owner suspends the Work for convenience in accordance with paragraph 14.3 herein; or
- .6 if Owner is responsible for providing the property insurance coverage required in Exhibit A to the Agreement herein and Contractor becomes aware that Owner did not procure and maintain such coverage.

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

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

§ 14.1.4 If the Work is stopped for a period of 30 consecutive days or 60 cumulative days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make an undisputed payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers, provided such nonpayment is not due to the Owner's failure to pay Contractor for Work performed;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

- .1 Exclude the Contractor from the site and take possession of all materials owned by the Owner;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor or its surety, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work along with all supporting documentation.

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

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

### § 14.3 Suspension by the Owner for Convenience

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

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

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

### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, upon thirty (30) days written notice to the Contractor, terminate the Contract for the Owner's convenience and without cause.

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed, materials procured, fabricated, partially fabricated or otherwise purchased for the project whether delivered or not yet delivered to the site and costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and along with reasonable overhead and profit on the Work not executed.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

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

If the Project is "mixed use", any claims against the Contractor arising under this Agreement shall be brought exclusively by the Owner and Owner shall indemnify and hold harmless the Contractor, Subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from claims brought by a lessee or owner of an apartment or condominium relating in any to the Work. The Owner represents and warrants that for 8 years after the Date of Substantial Completion, the residential portions of the completed Project shall be maintained as apartments and shall not be converted into condominiums.

#### **§ 15.1.2 Time Limits on Claims**

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

#### **§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party.

#### **§ 15.1.4 Continuing Contract Performance**

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

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with Article 15.2. The Architect will issue Certificates for Payment pursuant to the agreement of the parties unless the parties are unable to reach an agreement, in which case the procedures set in Articles 15.3 and 15.4 shall apply.

#### **§ 15.1.5 Claims for Additional Cost**

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

**§ 15.1.5.1** Where the price of labor, material, equipment or energy necessary to perform the Work increases significantly during the term of the Contract, through no fault of the Contractor, the Contract Sum shall be equitably adjusted by Change Order as provided in Section 7 of the General Conditions of the Contract. A significant price increase means a change in price occurring during the period of time between the date of Contract execution to the date of Substantial Completion by an amount exceeding five percent (5%). Such price increases shall be documented by available vendor quotes, estimates, invoices, catalogs, receipts or other documentation. Further, if material or equipment required by the Contract Documents are not available due to shortage or unavailability or if the price to procure such material or equipment increases as set forth in this Section, then an acceptable substitute may be found and an adjustment in the Contract Sum shall be made accordingly.

**§ 15.1.6 Claims for Additional Time**

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

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

**§ 15.1.7 Waiver of Claims for Consequential Damages**

*(Paragraph deleted)*

Neither Contractor nor Owner shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

*(Paragraph deleted)*

**§ 15.2 DIRECT DISCUSSIONS**

**§ 15.2.1** If the Parties cannot reach resolution on a Claim or matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith, face-to-face direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of the first discussions. If the dispute remains unresolved after fifteen (15) days from the date of first discussion, the Parties shall endeavor to resolve the dispute by mediation before recourse to binding dispute resolution procedures selected herein. Mediation shall be subject to direct discussions under this Section 15.2.1 as a condition precedent to binding dispute resolution.

*(Paragraphs deleted)*

**§ 15.2.2** *[Intentionally Omitted]*

**§ 15.2.3** *[Intentionally Omitted]*

**§ 15.2.4** *[Intentionally Omitted]*

**§ 15.2.5** *[Intentionally Omitted]*

**§ 15.2.6** *[Intentionally Omitted]*

**§ 15.2.6.1** *[Intentionally Omitted]*

**§ 15.2.6.2** All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

**§ 15.2.7** *[Intentionally Omitted]*

**§ 15.2.8** *[Intentionally Omitted]*

**§ 15.3 Mediation**

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

**§ 15.3.2** If the parties' good faith direct discussions are unsuccessful in resolving any Claims, the parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, unless otherwise agreed by the parties, in accordance with its

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

*(Paragraph deleted)*

**§ 15.3.3 [Intentionally Omitted]**

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

**§ 15.4 Arbitration**

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

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations under the law of the State where the Project is located as if the Claim had been asserted in a state or federal court. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In no event shall the arbitrators be empowered to assess punitive damages, and any punitive damages assessed as part of an award shall not be enforceable under the Agreement.

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

**§ 15.4.3.1** The Parties expressly agree that the Arbitration Rules are modified so that those cases falling under the regular track will result in an award no more than six (6) months from the date of the confirmation of appointment of the arbitrators. In all cases in which less than \$1,000,000 in total is at issue, there shall be a sole arbitrator and the Parties shall each have three preemptory strikes in selection of the arbitrator, plus all strikes for cause that can be justified. In all cases in which \$1,000,000 or more in total is at issue, there shall be three arbitrators and the Parties shall each have five preemptory strikes plus all strikes for cause that can be justified. The place of mediation and arbitration shall be the county and state in which the Work is performed. The Parties understand and agree that the arbitration award shall be binding upon, and shall include, any and all agents, employees, successors, and assigns of either party to this Contract.

**§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to

be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

## ARTICLE 16 RENOVATIONS OR ADDITIONS TO AN EXISTING STRUCTURE AND TEMPORARY UTILITIES

### § 16.1 Investigation, Analysis, and Testing

§ 16.1.1 The Contractor has not investigated or determined the current conditions of the existing superstructure, building systems and the adequacy of utilities that may impact Contractor's performance of the Work. The cost of correcting any such deficiencies is not included within the GMP.

Accepted as of the last date entered below:

<hr/> <p><b>OWNER</b> <i>(Signature)</i></p> <p>_____</p> <p><i>(Printed name and title)</i></p> <hr/> <p><b>Dated</b></p>	 <hr/> <p><b>CONTRACTOR</b> <i>(Signature)</i></p> <p>_____</p> <p><b>MICHAEL FENASTKA - PRESIDENT</b></p> <p><i>(Printed name and title)</i></p> <hr/> <p><b>01 DECEMBER 2025</b></p> <p><b>Dated</b></p>
--	--

NabModel Version 04.21.2025



**AIA**<sup>®</sup>

# Document A133<sup>®</sup> – 2019 Exhibit B

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the day of 2025  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

Owasso Public Schools West Campus Fine Arts  
8800 N. 129<sup>th</sup> E. Ave.  
Owasso, Oklahoma 74055

**THE OWNER:**  
(Name, legal status, and address)

Owasso Public Schools  
1501 N. Ash St.  
Owasso, Oklahoma 74055

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

Nabholz Construction Corporation  
10319 E 54<sup>th</sup> St  
Tulsa, Oklahoma 74146

**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 Document A201<sup>TM</sup>-2017, General Conditions of the Contract for Construction. Article 11 of A201<sup>TM</sup>-2017 contains additional insurance provisions.

### TABLE OF ARTICLES

- B.1 GENERAL
- B.2 OWNER'S INSURANCE
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
- B.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201<sup>TM</sup>-2017, General Conditions of the Contract for Construction, as modified.

#### ARTICLE B.2 OWNER'S INSURANCE

##### § B.2.1 General

§ B.2.1.1 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the

Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ B2.1.2** The Owner shall take reasonable steps to require its separate contractors to name the Owner and Contractor as Additional Insureds on the separate contractors' general liability insurance policies and file certificates of insurance with the Owner showing such compliance prior to commencing Work at the Project site.

**§ B.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance with coverage limits of no less than \$2,000,000.00 per occurrence.

**§ B.2.3 Required Property Insurance – Contractor Provided Builder's Risk**

**§ B.2.3.1** Unless directed otherwise in writing by Owner, Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, builder's risk insurance written on an "all-risks" policy form and sufficient to cover the total value of the entire Project on a replacement cost basis without optional deductibles. This builder's risk insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of any labor performed and materials, furnishings, equipment or fixtures. Owner will provide advance written notice to Contractor if materials, furnishings, or equipment supplied by others should be covered under the builder's risk insurance. The builder's risk insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. If Owner and Contractor agree in writing that the Owner will provide Builder's Risk coverage, Owner shall disclose, before an exposure to a loss may occur, any "warranty" or "protective safeguard" endorsements that are a stipulated condition of coverage on any of the policies purchased by the Owner. The cost of compliance by the Contractor and its subcontractors with any such endorsements shall be deemed an additional cost of the Work.

**§ B.2.3.1.1 Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire (with extended coverage), physical loss or damage, explosion, theft, vandalism, malicious mischief, collapse, earthquake, earth movement, flood, water damage, rain damage, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Cause of Loss	Sub-Limit
---------------	-----------

**§ B.2.3.1.2 Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework, temporary structures, building systems, and construction forms, including, cribbing and scaffolding, falsework, and from testing and startup (both cold and hot testing). The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, utility replacement costs and fees, general conditions costs including supervision, third party consultants for inspections and testing, all local, state, and federal permits, fees and inspections, business interrupting and expediting expenses, "soft costs" including reasonable compensation for A/E services, interest, taxes, advertising expenses, insurance and legal and accounting expenses, portions of the Work and materials stored off-site, portions of the Work and materials stored on-site but not yet incorporated into the Work, and portions of the Work in transit, required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
TBD based upon Project	

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall assure continuation of the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions if Owner provides the coverage.

§ B.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing. In the event Owner fails to obtain any necessary insurer consent to occupy prior to Substantial Completion, and such failure results in a loss or reduction of insurance coverage, Owner shall bear all risk of loss and waives all its rights of action against Contractor, Subcontractors, and Sub-subcontractors for such loss.

§ B.2.3.3 **Insurance for Existing Structures**

Unless the parties agree in writing otherwise, if the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance for the value of such existing structure and any of its contents, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner agrees that the insured value of the existing structure and any contents under this property insurance policy is the sole source of recovery to the Owner in the event of a loss, or losses exceeding the insured value of the existing structure. The Owner shall waive all rights for damages to such existing structure and its contents and shall waive subrogation rights in favor of Contractor, Subcontractor, Sub-subcontractors, agents and their respective employees. If there are any coinsurance penalties, or losses otherwise uninsured, Owner shall pay uninsured losses to the Work.

§ B.2.4 **Optional Extended Property Insurance.**

Intentionally Omitted

*(Paragraphs deleted)*

§ B.2.5 **Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

§ B.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

§ B.2.5.2 **Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage	Limits
Worker's Compensation	Statutory Limit
Employer's Liability	\$1,000,000 each accident for bodily injury \$1,000,000 each employee for bodily injury by disease \$1,000,000 per policy for bodily injury by disease
Business Auto	\$2,000,000 combined single limit including Hired and Non-Owned Auto

**§ B.2.6 Risk of Loss.** If Owner elects not to purchase the Optional Insurance, Owner shall bear the risk of loss and waives all rights of action against Contractor, Subcontractors, and Sub-subcontractors for uninsured loss.

## **ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**

### **§ B.3.1 General**

**§ B.3.1.1 Certificates of Insurance.** The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

**§ B.3.1.2 Deductibles and Self-Insured Retentions.** If requested, the Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager. The Contractor shall be responsible for all loss not covered because of such deductibles or retentions when providing the Builder's Risk coverage.

**§ B.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 04 13, CG 20 37 04 13.

### **§ B.3.2 Construction Manager's Required Insurance Coverage**

**§ B.3.2.1** The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

#### **§ B.3.2.2 Commercial General Liability**

**§ B.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of Two Million Dollars (\$ 2,000,000 ) each occurrence, Two Million Dollars (\$ 2,000,000 ) general aggregate, and Two Million Dollars (\$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions, as modified.

**§ B.3.2.2.2** The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

Init.

- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ B.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of Two Million Dollars (\$ 2,000,000 ) 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.

**§ B.3.2.4** 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 such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, 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.

**§ B.3.2.5** Workers' Compensation at statutory limits.

**§ B.3.2.6** Employers' Liability with policy limits of One Million Dollars (\$ 1,000,000 ) each accident for bodily injury, One Million Dollars (\$ 1,000,000 ) each employee for bodily injury by disease, and One Million Dollars (\$ 1,000,000 ) policy limit for bodily injury by disease.

**§ B.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

**§ B.3.2.8** If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of Two Million Dollars (\$ 2,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

**§ B.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of Two Million Dollars (\$ 2,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

**§ B.3.2.10** Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of Two Million Dollars (\$ 2,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

**§ B.3.2.11** If required, insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of (\$ ) per claim and (\$ ) in the aggregate.

**§ B.3.2.12** If required, insurance for the use or operation of unmanned aircraft, if the Work requires such activities, with policy limits of Two Million Dollars (\$ 2,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

**§ B.3.3 Construction Manager's Other Insurance Coverage**

**§ B.3.3.1** Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ B.3.3.2** The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

**§ B.3.3.2.1** Builder's Risk insurance on an "all-risks" form of the type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations under Section B.2.3 except to the extent provided below. The Construction Manager shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the builder's risk insurance policy or policies required. Unless otherwise indicated below, the Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the Builder's Risk insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

Contractor will be responsible for adjusting and settling a loss with the insurer and act as trustee of the proceeds of insurance under a Contractor-provided Builder's Risk policy.

**§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of Two Million Dollars (\$ 2,000,000 ) per claim and Two Million (\$ 2,000,000 ) in the aggregate, for Work within fifty (50) feet of railroad property.

**§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, under a Pollution Liability policy with policy limits of Two Million Dollars (\$ 2,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

**§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

**§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

**§ B.3.3.2.6 Other Insurance**  
*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

**Coverage**

**Limits**

**§ B.3.4 Performance Bond and Payment Bond**

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

Init.

(Specify type and penal sum of bonds.)

**Type**

**Penal Sum (\$0.00)**

Payment Bond

Performance Bond

Payment and Performance Bonds shall be on the appropriate AIA forms or compatible bond forms provided by the Surety Company.

**ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

NabModel Version 02.13.2024

Owasso Public Schools

Treasurers Report

as of November 30th, 2025

	General Fund prior year 7/1/24 to 11/30/24	General Fund current year 7/1/25 to 11/30/25	Building Fund prior year 7/1/24 to 11/30/24	Building Fund current year 7/1/25 to 11/30/25	Child Nutrition prior year 7/1/24 to 11/30/24	Child Nutrition current year 7/1/25 to 11/30/25	Sinking Fund prior year 7/1/24 to 11/30/24	Sinking Fund current year 7/1/25 to 11/30/25
Beginning Fund Balance	18,444,544.42	20,271,993.58	4,009,841.87	4,281,377.64	2,572,917.00	2,233,404.82	2,035,668.91	5,553,565.30
Revenue								
local	916,703.60	657,476.93	154,286.96	104,251.18	763,193.13	778,148.89	482,103.17	289,415.56
intermediate	336,410.02	408,719.11	0.00	0.00		0.00		0.00
state	16,637,796.75	16,077,340.93	3,142.63	42.64	0.00	0.00	14,648.10	222.30
federal	1,334,370.41	1,000,105.80	0.00	0.00	762,160.59	788,621.33		
premium on bond sale							0.00	0.00
reimb/correcting entry	<u>40,373.58</u>	<u>53,264.23</u>	<u>0.00</u>	<u>0.00</u>	<u>1,014.20</u>	<u>39.00</u>	<u>0.00</u>	<u>0.00</u>
total revenue	<b>19,265,654.36</b>	<b>18,196,907.00</b>	<b>157,429.59</b>	<b>104,293.82</b>	<b>1,526,367.92</b>	<b>1,566,809.22</b>	<b>496,751.27</b>	<b>289,637.86</b>
Expenditures								
salary	16,533,626.00	16,934,390.36			565,318.41	573,466.93	0.00	0.00
benefits	5,275,065.58	5,441,622.17			175,283.81	183,843.96	0.00	0.00
contracted prof / tech svcs	471,335.10	422,077.03	1,965.00	1,010.00	13,539.00	14,060.00	0.00	0.00
property svcs	225,278.97	373,590.04	460,717.13	577,505.73	31,898.32	45,477.78	0.00	0.00
other purchased svcs	370,155.56	417,600.59	1,598,807.68	1,450,188.45	597,097.27	622,209.82	0.00	0.00
supplies	715,455.23	641,774.16	1,307,181.28	1,273,100.19	57,227.48	25,150.06	0.00	0.00
property	0.00	521.33	0.00	0.00	221,310.52	118,498.65	0.00	0.00
dues/fees/registration/tuition	210,763.35	146,768.55			873.75	58.25	0.00	0.00
bond principal & interest							1,015,212.50	1,063,477.50
other uses	<u>1,331.00</u>	<u>12,402.64</u>	<u>0.00</u>	<u>0.00</u>	<u>13,514.20</u>	<u>12,510.55</u>	<u>0.00</u>	<u>0.00</u>
total expenditures	<b>23,803,010.79</b>	<b>24,390,746.87</b>	<b>3,368,671.09</b>	<b>3,301,804.37</b>	<b>1,676,062.76</b>	<b>1,595,276.00</b>	<b>1,015,212.50</b>	<b>1,063,477.50</b>
prior year estopped checks	0.00	0.00						
Balance as of November 30th	13,907,187.99	14,078,153.71	798,600.37	1,083,867.09	2,423,222.16	2,204,938.04	1,517,207.68	4,779,725.66
bank balance 11-30-25		14,170,974.77		1,143,203.29		2,206,768.64		4,779,725.66
outstanding checks		<u>(92,821.06)</u>		<u>(59,336.20)</u>		<u>(1,830.60)</u>		<u>0.00</u>
balance 11-30-25		14,078,153.71		1,083,867.09		2,204,938.04		4,779,725.66

**Owasso Public Schools  
Treasurers Report**

Bond Funds Summary  
as of 11-30-25

	bond 31 year to date	bond 32 year to date	bond 33 year to date	bond 35 year to date	bond 39 year to date
FY 26 Beginning Fund Balance	39,260,027.51	0.00	713.68	38,156.54	176,930.53
Revenue					
interest/other	525,121.29	0.00	0.00	0.00	0.00
correcting entry	0.00	0.00	0.00	0.00	0.00
bond proceeds	<u>0.00</u>	<u>148,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
total revenue	525,121.29	148,000.00	0.00	0.00	0.00
Expenditures	<u>10,099,097.72</u>	<u>0.00</u>	<u>713.68</u>	<u>19,845.00</u>	<u>5,620.73</u>
Balance as of 11-30-25	29,686,051.08	148,000.00	0.00	18,311.54	171,309.80

project	description	Bond 39 budget	Bond 39 encumbered	Bond 39 balance	Bond 35 budget	Bond 35 encumbered	Bond 35 balance	Bond 33 budget	Bond 33 encumbered	Bond 33 balance
000	non categorical	59,170.00	59,170.00	0.00	38,156.54	37,845.00	311.54	713.68	713.68	0.00
119	plant operations	51,569.54	3,585.68	47,983.86	0.00	0.00	0.00	0.00	0.00	0.00
120	fine arts uniforms/equip	14,118.44	12,318.83	1,799.61						
141	5th grade center	<u>52,072.55</u>	<u>52,072.55</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
total		176,930.53	127,147.06	49,783.47	38,156.54	37,845.00	311.54	713.68	713.68	0.00

project	description	Bond 31 budget	Bond 31 encumbered	Bond 31 balance
111	copiers	247,675.00	108,499.00	139,176.00
112	buses	397,224.76	153,832.80	243,391.96
113	technology	5,543,328.98	1,300,498.92	4,242,830.06
114	instructional resources	2,573,259.18	570,475.94	2,002,783.24
116	uniforms/equipment	206,009.71	113,729.30	92,280.41
117	safety	392,962.88	136,110.23	256,852.65
119	plant operations	4,570,930.02	1,487,277.24	3,083,652.78
120	fine arts uniforms/equip	640,036.29	141,639.86	498,396.43
171	nurses equipment	50,948.91	46,979.01	3,969.90
172	library budgets	<u>179,420.46</u>	<u>135,111.37</u>	<u>44,309.09</u>
	Total Annual Budgets	14,801,796.19	4,194,153.67	10,607,642.52

Construction Projects

134	roofing district wide		3,390,306.79	
136	track/band project		227,481.33	
138	hodson safe structure		2,882,090.86	
139	8th Grade Safe Room		843,051.79	
141	5th grade center		960,303.30	
142	transportation facility		<u>261,945.00</u>	
	Total Construction	<u>18,773,052.61</u>	<u>8,565,179.07</u>	<u>10,207,873.54</u>

total bond 31		33,574,848.80	12,759,332.74	20,815,516.06
---------------	--	---------------	---------------	---------------

## RESOLUTION NO. 1

### A RESOLUTION PROVIDING FOR LEASING CERTAIN REAL PROPERTY TO TULSA COUNTY INDUSTRIAL AUTHORITY

WHEREAS, the Board of Education of Independent School District No. 11, Tulsa County, Oklahoma (Owasso Public Schools), (the "School District"), has determined to lease certain of the said School District's real property to the Tulsa County Industrial Authority; and

WHEREAS, the Tulsa County Industrial Authority has determined to sub-lease the aforesaid real property to the School District;

BE IT RESOLVED BY THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 11, TULSA COUNTY, OKLAHOMA (OWASSO PUBLIC SCHOOLS)

SECTION 1. The Board of Education of the School District hereby determines and agrees to demise and lease, as lessor, pursuant to the Ground Lease Agreement presented to this meeting (the "Ground Lease"), certain real property to Tulsa County Industrial Authority, a public trust, as lessee.

SECTION 2. The President of the Board of Education of the School District hereby is authorized, empowered and directed on behalf of the Board of Education of the School District to execute the Ground Lease in several multiple originals, and the Clerk of the Board of Education of the School District is hereby authorized, empowered and directed to attest and affix the seal of the School District to the Ground Lease and to deliver the Ground Lease to the Tulsa County Industrial Authority.

SECTION 3. The signatures of the officers of the Board of Education of the School District appearing on the Ground Lease and other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval of such documents and of the changes, if any, in the form thereof and of their authority to execute and deliver such agreements and documents on behalf of the School District.

SECTION 4. The President and Clerk and Superintendent of the Board of Education of the School District be, and they hereby are, authorized, empowered and directed for and on behalf of the Board of Education of the School District to execute and deliver such further agreements and documents and to take such action as such officer or officers may deem necessary or desirable in order to consummate the transactions contemplated by the Ground Lease.

PASSED AND APPROVED this 8th day of December, 2025.

---

President

ATTEST:

---

Clerk

(Seal)

I, the undersigned Clerk of the Board of Education of Independent School District No. 11, Tulsa County, Oklahoma (Owasso Public Schools), hereby certify that the foregoing is a true, correct and complete copy of a Resolution of said Board duly adopted by the governing body of said Board at a meeting held on the date therein stated, as the same appears on file in my office as a part of the official records thereof.

---

Clerk

## **RESOLUTION NO. 2**

### A RESOLUTION PROVIDING FOR SUBLEASING CERTAIN REAL PROPERTY FROM TULSA COUNTY INDUSTRIAL AUTHORITY

WHEREAS, the Board of Education of Independent School District No. 11, Tulsa County, Oklahoma (Owasso Public Schools), (the "School District"), has determined to lease certain of the School District's real property to Tulsa County Industrial Authority pursuant to a certain Ground Lease Agreement; and

WHEREAS, the Tulsa County Industrial Authority, as sublessor, has determined to sub-lease the aforesaid real property to the School District, as sublessee, pursuant to the Sublease Agreement presented to this meeting (the "Sublease").

BE IT RESOLVED BY THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 11, TULSA COUNTY, OKLAHOMA (OWASSO PUBLIC SCHOOLS):

SECTION 1. It is hereby determined that the Sublease is necessary, is in the best interests of the School District and the Sublease is hereby expressly accepted and approved by the Board of Education of the School District.

SECTION 2. The President of the Board of Education of the School District hereby is authorized, empowered and directed, on behalf of the Board of Education of the School District, to execute the Sublease in several multiple originals, and the Clerk of the Board of Education of the School District is hereby authorized, empowered and directed to attest and affix the seal of the School District to the Sublease and to deliver the Sublease to the Tulsa County Industrial Authority.

SECTION 3. The signatures of the officers of the Board of Education of the School District appearing on the Sublease and other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval of such documents and of the changes, if any, in the form thereof and of their authority to execute and deliver such agreements and documents on behalf of the School District.

SECTION 4. The President and Clerk and Superintendent of the Board of Education of the School District be, and they hereby are, authorized, empowered and directed for and on behalf of the Board of Education of the School District to execute and deliver such further agreements and documents and to take such action as such officer or officers may deem necessary or desirable in order to consummate the transactions contemplated by the Sublease.

ADOPTED this 8th day of December, 2025.

---

President

ATTEST:

---

Clerk

(Seal)

I, the undersigned Clerk of the Board of Education of Independent School District No. 11, Tulsa County, Oklahoma (Owasso Public Schools), hereby certify that the foregoing is a true, correct and complete copy of a Resolution of said Board duly adopted by the governing body of said Board at a meeting held on the date therein stated, as the same appears on file in my office as a part of the official records thereof.

---

Clerk