

**AGENDA  
UNION PUBLIC SCHOOLS  
SPECIAL MEETING OF THE BOARD OF EDUCATION  
April 15, 2020**

**12:00 p.m.**

**This meeting will be conducted entirely via videoconferencing.**

**<https://www.youtube.com/c/unionuview>**

Those present at remote locations will be:

Dr. Kirt Hartzler, Superintendent  
Ken Kinnear, President  
Heather McAdams, Vice-President  
Lisa Ford – Clerk  
Stacey Roemerman – Deputy Clerk  
Jeff Bennett – Board Member  
Barbara Swinburne – Board Secretary/Minutes Clerk

**With the exception of the agenda item calling the meeting to order,  
the Board of Education reserves the right to take up any agenda item in any order  
regardless of how items are listed below.**

**I. ROUTINE**

- A. CALL MEETING TO ORDER**
- B. ROLL CALL OF THE BOARD**
- C. ADOPTION OF THE AGENDA**

**II. CONSENT AGENDA**

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

- |                    |   |                         |
|--------------------|---|-------------------------|
| <b>A. Minutes:</b> | <b>March 9, 2020 – Regular Meeting</b>  | <b>Attachment “A-1”</b> |
|                    | <b>March 16, 2020 – Special Meeting</b> | <b>Attachment “A-2”</b> |
|                    | <b>March 27, 2020 – Special Meeting</b> | <b>Attachment “A-3”</b> |
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- B. Renewal Contract with OneNet for internet service for the district for 2020-2021 in the amount of \$14,174.40 from general funds as outlined in Attachment “B,” and authorize the Executive Director of Technology, Todd Borland to execute the agreement.**
  - C. Second year renewal of existing agreement with Hilltop Securities Asset Management for arbitrage services, in the amount of \$10,000.00 from general fund as outlined in Attachment “C.”**
  - D. Personnel resignations and terminations as outlined in Attachment “D.”**

- E. Employment of certified and/or support staff as outlined in Attachment “E.”
- F. Declaration of equipment as surplus and authorize disposal of same through donation, Natural Evolution, Inc., or surplus auction as outlined in Attachment “F.”
- G. Authorization to issue, revise, pay and close encumbrances and claims; and final authorization to issue, revise, pay, and close encumbrances and claims for all purchase orders issued in FY 2019-2020 as outlined in Attachment “G.”

### III. BUSINESS AGENDA

#### A. Instruction

- 1. Consider and take action on a Resolution to Change the School Calendar and Ensure Employee Pay for the 2019-2020 school year. Dr. Hartzler  
REF. #1

#### B. Personnel

- 1. Consider and take action on the reopening of the 2019-2020 Early Retirement Incentive (ERI) program until August 24, 2020. Jay Loegering  
REF. #2

#### C. School Operations

- 1. Consider and take action on a Resolution to Grant Emergency Powers to the Superintendent. Dr. Hartzler  
REF. #3
- 2. Consider and take action on the blanket purchase order for \$165,000.00 from general funds to cover all parent refunds for the Extended Day program. Lorrie Field  
REF. #4
- 3. Consider and take action on the purchase of 336 laptops and accessories for teachers from Trinity 3, LLC in the amount of \$367,584.00 from bond funds. Todd Borland  
REF. #5
- 4. Consider and take action on the Contract of Sale with Tulsa Children’s Coalition, Inc. for the purchase of property located on the Rosa Parks Early Childhood Education Center C. Bushyhead

campus in the amount of \$5,500,000.00 from bond fund.

REF. #6

5. Consider and take action to accept the bid for the Jarman Elementary HVAC and Electrical Upgrades project and approve and award the contract, assign such contract to Sligar Mechanical in the amount of \$237,000.00 from bond funds. Fred Isaacs

REF. #7

6. Consider and take action to accept the bids for construction of the High School Expansion and Renovation and approve and award the construction contracts, assign such construction contracts to Crossland Construction Company, Inc., with price Amendment No. 6 in the amount of \$169,128.00 from bond funds. Fred Isaacs

REF. #8

7. Consider and take action to accept the bids for construction of the High School Expansion and Renovation and approve and award the construction contracts, assign such construction contracts to Crossland Construction Company, Inc., with price Amendment No. 7 in the amount of \$10,216,445.00 from bond funds. Fred Isaacs

REF. #9

8. Consider and take action to accept the proposal for pre-construction services for the Baseball/Softball Complex Renovation and award the contract to Crossland Construction, Inc. Fred Isaacs

REF. #10

#### IV. ADJOURNMENT

Notice of this special meeting was given to the Tulsa County Clerk on March 31, 2020, and the agenda was posted on the Union Public Schools website before 12:00 p.m. on April 14, 2020, by Barbara Swinburne, Board Secretary.

Barbara Swinburne, Board Secretary

**MINUTES OF THE REGULAR MEETING  
BOARD OF EDUCATION  
UNION SCHOOL DISTRICT  
Tulsa, Oklahoma  
March 9, 2020**

**The Union Board of Education met in regular session on Monday, March 9, 2020 at 7:00 p.m. in the Board Room of the Union Education Service Center pursuant to written notice given to the County Clerk of Tulsa County before the fifteenth day of December 2019 as required by Title 25, Oklahoma Statutes, 301-314. The time, place and agenda of this meeting was posted in prominent public view at the location of this meeting at least 24 hours in advance excluding Saturdays, Sundays, and holidays.**

**CALL TO ORDER**

The meeting was called to order at 7:00 p.m. by Ken Kinnear, president.

**FLAG SALUTE**

The flag salute was led by Cedar Ridge Elem. Boy Scouts

**MEMBERS PRESENT**

Mr. Ken Kinnear, Ms. Heather McAdams, Ms. Lisa Ford, Ms. Stacey Roemerman, Mr. Jeff Bennett

**MEMBERS ABSENT**

None

**OTHERS PRESENT**

Superintendent Dr. Kirt Hartzler, Chief Financial Officer Dr. Trish Williams, Associate Superintendent Charlie Bushyhead, Assistant Superintendent Sandi Calvin, Chief Communications Officer Chris Payne, Senior Executive Director of Instructional Services Lisa Witcher, Senior Executive Director of Research-Design-Assessment Todd Nelson, Executive Director of Secondary Education John Federline, Executive Director of Elementary Education Theresa Kiger, Executive Director of Human Resources Jay Loegering; Executive Director of Technology Todd Borland, Director of Construction Fred Isaacs, and others.

**ADOPTION OF THE AGENDA**

Ms. McAdams moved the Board approve the agenda as posted. Ms. Ford seconded the motion.

Vote: Lisa Ford – aye, Heather McAdams – aye, Stacey Roemerman – aye, Jeff Bennett – aye, Ken Kinnear – aye.

All voted aye – motion carried.

The agenda was adopted as posted.

**CONSENT AGENDA**

Ms. McAdams moved for approval of items on the consent agenda as follows:

- Minutes of the February 10, 2020 regular Board Meeting;
- Requests for out-of-state travel from the following:
  - 8th & 9th Grade Choir to Branson, MO – April 24-25, 2020;



- 8th & 9th Grade Orchestra to Dallas, TX – May 8-9, 2020;
- Drumline to Dayton, OH – April 14-19, 2020;
- HS Choir to Chicago, IL – April 30-May 3, 2020;
- HS Orchestra to Chicago, IL – April 29-May 2, 2020
- Winter Guard to Dayton, OH – April 1-7, 2020;
- UMAC Facilities Use and License Agreements, and authorize Senior Facilities Manager Art Churchill as the Superintendent's designee to sign the agreements;
- Contract and Performance License with Music Theatre International in the total amount of \$1,125.00 from activity funds for the 2020 REP Spring Show and authorize the Superintendent or designee to execute the contract
- Renewal of the Contract with CEB/SHL Talent Measurement for Brainbench software in the amount of \$1,060.90 from Career Technology funds and authorize John Chargois, a High School principal to sign the online order form;
- NCAC Invoice Agreement with Identity & Security, N.A. (IDEMIA) for the Extended Day Program and Rosa Parks Early Childhood Education Center, and authorize the Extended Day Program Manager Lorrie Field to complete and sign the agreement and associated paperwork;
- Agreement with Tulsa Technology Center (TTC) for student teachers and authorize the Superintendent to execute the agreement;
- Amendment to previously approved Participating Addendum with Tulsa Performing Arts Center and authorize the Superintendent or designee to sign the amendment;
- Participating Addenda for previously approved Master Memoranda of Understanding with Tulsa Zoo, Bricks 4 Kidz, Tulsa Children's Museum, Arts and Humanities Council, Anthem Road Academy, Community Health Connection and Dana Morris/I am Kids Tulsa, and authorize the Superintendent or designee to sign the addenda.
- Contract with Sanders, Bledsoe & Hewett in the amount of \$3,900.00 for the 2020-2021 Estimate of Needs and Temporary Appropriations and authorize the Chief Financial Officer to execute the contract;
- Personnel resignations and terminations for the 2018-2019 school year as follows:

**Certified**

DeVore, Elizabeth  
Harvey, Allison  
Lottini-Wagner, Lisa  
Nelson, Marina

Activity Worker  
Activity Worker  
Activity Worker  
Tutor

Boevers  
Boevers  
Jarman  
Clark

Resignation	6/30/2019
Resignation	6/30/2019
Resignation	6/30/2019
Resignation	6/30/2019

- Personnel resignations and terminations for the 2019-2020 school year as follows:

### Certified

Alabach, Lydia	3rd Grade	Ochoa	Resignation	6/30/2020
Bimba, Kevonna	Tutor	Rosa Parks	Resignation	2/3/2020
Bland, Diana	Tutor	Rosa Parks	Resignation	2/3/2020
Brooks, Linda	English	8th Grade Center	Retirement	6/30/2020
Bushyhead, Jonathan	Stipend	Freshman Academy	Resignation	1/15/2020
Bushyhead, Jonathan	Tutor	High School	Resignation	2/5/2020
Carroll, Lisa	Speech Pathologist	Rosa Parks	Retirement	6/30/2020
Chinchilla, Caroline	Language Arts	Ochoa	Resignation	6/30/2020
Copenhaver, Jamie	Tutor	Rosa Parks	Resignation	1/27/2020
Dametz, Tabitha	3rd Grade	Cedar Ridge	Resignation	6/30/2020
Duff, Erin	Tutor	Rosa Parks	Resignation	1/27/2020
Fernandez Guaca, Claudia	Tutor	Grove	Resignation	2/8/2020
Frazier, Courtney	Leadership	8th Grade Center	Resignation	6/30/2020
Gates, Aaron	1st Grade	Clark	Resignation	1/17/2020
Gatlin, Wanda	1st Grade	Jarman	Retirement	6/30/2020
Gonzalez, Jordan	Tutor	Rosa Parks	Resignation	2/3/2020
Grace, Virginia	ABE Teacher	Adult Ed	Resignation	1/30/2020
Hamilton, Brittany	Tutor	Rosa Parks	Resignation	1/27/2020
Hamilton, Kristyne	Tutor	Rosa Parks	Resignation	1/27/2020
Harding, Kathy	Enrichment Specialist	Various Locations	Retirement	6/30/2020
Harris, Jamie	Tutor	Rosa Parks	Resignation	1/27/2020
Herbert, Jeremiah	Tutor	Rosa Parks	Resignation	1/27/2020
Herrera, Marco	Assistant Principal	Ochoa	Resignation	6/30/2020
Hoplight, Jacklynn	English	High School	Resignation	6/30/2020
Hromanik, Daniabelle	Spanish	Freshman Academy	Resignation	6/30/2020
Hudson, Tonya	Tutor	Rosa Parks	Resignation	1/24/2020
Jones, Jazmen	Tutor	Rosa Parks	Resignation	2/3/2020
Lafreniere, Leslie	Tutor	Rosa Parks	Resignation	2/3/2020
Lahti, Merry	4th Grade	Moore	Retirement	6/30/2020
Liles, Kathleen	Nurse	Moore	Resignation	6/30/2020
Maddox, Taylor	4th Grade	Boevers	Resignation	6/30/2020
Malone, Lisa	Science	8th Grade Center	Retirement	6/30/2020
Meador, Melanie	Tutor	Rosa Parks	Resignation	2/3/2020
Orr, Andrea	Tutor	Rosa Parks	Resignation	2/3/2020
O'Shaughnessy, Emily	Tutor	Darnaby	Resignation	1/30/2020
Pace, Tiffany	Pre-Kindergarten	Andersen	Resignation	12/13/2019
Parker, Linda	Career Pathways Coach	High School	Retirement	6/30/2020
Pense, Debbie	Speech Pathologist	Jefferson	Retirement	6/30/2020
Peralta, Benjamin	ELL	Freshman Academy	Resignation	6/30/2020
Randall, Lori	Physical Education	Moore	Retirement	6/30/2020
Ritter, Mark	Stipend	Freshman Academy	Resignation	2/10/2020
Roberts, Le	Tutor	Rosa Parks	Resignation	1/27/2020
Robinson, Kristen	Tutor	Rosa Parks	Resignation	1/27/2020
Sandoval, Maria	Tutor	Rosa Parks	Resignation	2/3/2020
Schneider, Suzanne	Tutor	Rosa Parks	Resignation	1/28/2020
Smith, Gina	Tutor	Rosa Parks	Resignation	1/27/2020
Smith, Jennifer	Tutor	Rosa Parks	Resignation	1/27/2020
Solnok, Stephanie	Tutor	Rosa Parks	Resignation	1/27/2020
Sparling, Michael	Physical Science	High School	Resignation	2/23/2020
Stavros, Michelle	Tutor	Rosa Parks	Resignation	1/27/2020
Tate, Katherine	3rd Grade	Peters	Resignation	6/30/2020
Vanlandingham, Lisa	2nd Grade	Moore	Retirement	6/30/2020
Webb, Sidney	Tutor	Rosa Parks	Resignation	1/27/2020

### Support

Cacoperdo, Heather	Child Nutrition Worker	Child Nutrition	Resignation	2/28/2020
Cook, Pantera	Aide	Jarman	Resignation	3/3/2020
Farrow, Phillip	Bus Driver	Transportation	Resignation	1/8/2020

Garcia, Jennifer	Custodian	High School	Resignation	1/22/2020
Garcia, Lesley	EDP Assistant	EDP	Resignation	1/17/20
Garcia, Lesley	EDP Sub	EDP	Resignation	1/17/2020
Gonzalez Lara, Cristina	Child Nutrition Worker	Clark	Resignation	1/31/2020
Hernandez, Luz	PD Training	Adult Ed	Resignation	12/17/2019
Jackson, Herbert	Aide	6th/7th Grade Center	Resignation	2/24/2020
Jeronimo Cajbon, Sandra	Custodian	Andersen	Resignation	1/31/2020
Ledbetter, Albert	Child Nutrition Asst Mgr	6th/7th Grade Center	Resignation	1/15/2020
Lightner, Myles	Lead Custodian	Jarman	Resignation	2/19/2020
Lopez, Vanessa	Custodian	Rosa Parks	Resignation	2/14/2020
Lor, Cindy	EDP	EDP	Resignation	1/8/2020
McIntyre, Nicole	Aide	6th/7th Grade Center	Resignation	2/28/2020
Pick, Joann	Child Nutrition Manager	Cedar Ridge	Retirement	6/1/2020
Sanchez, Jennifer	Non-Certified Asst	Ochoa	Resignation	1/3/2020
Thornton, Latashua	ABE ECE Instructor	Adult Ed	Resignation	1/30/2020
Turner, Mary	Communications Spec	ESC	Resignation	3/13/2020
Turner, Theo	Custodian	Cedar Ridge	Resignation	1/31/2020
Valtierra DeColmenero, Julieta	Custodian	Rosa Parks	Resignation	1/31/2020

- Employment of certified and/or support staff, employment changes, and other payments for the 2019-2020 school year;

### **Certified – Hires**

Marsh, Taylor	Teacher	Ochoa	Temporary	2/24/2020
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### **Certified – Change/Transfer**

Arias, Alexandria	1st Grade	Clark	Change/Transfer	2/1/2020
Arnold, Alexandra	Certified Assistant	Jarman	Change/Transfer	1/22/2020
Arthur, Lisa	Stipend	Ochoa	Change/Transfer	9/16/2019
Brocksmith, Stacey	Stipend	Freshman Academy	Change/Transfer	9/1/2019
Cleveland, Traci	Language Arts	McAuliffe	Change/Transfer	7/1/2019
Coons, Parker	Stipend	Freshman Academy	Change/Transfer	9/1/2019
Cunningham, Andraous	Stipend	8th Grade Center	Change/Transfer	9/18/2019
Denegar, Kaylissa	Certified Lead	Boevers	Change/Transfer	1/1/2020
Dumas, Courtney	ELA	Clark	Change/Transfer	7/1/2019
Fernandez Guaca, Claudia	2nd Grade	Grove	Change/Transfer	1/6/2020
Fernandez Guaca, Claudia	Interpreter	ESC	Change/Transfer	1/6/2020
Griffin, Amanda	Language Arts	Ochoa	Change/Transfer	7/1/2019
Hoff, Darci	Language Arts	McAuliffe	Change/Transfer	7/1/2019
Hug, Anna	Certified Lead	Rosa Parks	Change/Transfer	1/27/2020
Hummingbird, Toby	Stipend	High School	Change/Transfer	9/16/2019
Huss, Lauren	Certified Assistant	Ochoa	Change/Transfer	1/2/2020
Johnston, Stephanie	Certified Lead	Ochoa	Change/Transfer	1/6/2020
Kelly, Gregory	Assistant Principal	6th/7th Grade Center	Change/Transfer	1/2/2020
Lewis, Ashley	Tutor	Clark	Change/Transfer	7/1/2019
Maddox, Woodrow	Stipend	High School	Change/Transfer	1/2/2020
Martindale, Sydney	Stipend	Ochoa	Change/Transfer	9/16/2019
Moore, Audrey	Tutor	Clark	Change/Transfer	7/1/2019
Nigam, Megan	Certified Lead	Boevers	Change/Transfer	1/1/2020
Pickering, Joshua	Stipend	Freshman Academy	Change/Transfer	12/17/2019
Plum, Jillian	Language Arts	Ochoa	Change/Transfer	7/1/2019
Pranger, Michele	Tutor	Clark	Change/Transfer	7/1/2019
Ragland, Jennifer	Language Arts	McAuliffe	Change/Transfer	7/1/2019
Redburn, Sadie	Language Arts	Boevers	Change/Transfer	7/1/2019
Ryan, Katelyn	Certified Lead	Rosa Parks	Change/Transfer	1/28/2020
Saunders, Kara	Stipend	High School	Change/Transfer	9/1/2019
Schwartz, Devin	Stipend	Ochoa	Change/Transfer	9/16/2019
Shelby, Rachel	Language Arts	Boevers	Change/Transfer	7/1/2019
Shelby, Rachel	Certified Lead	Boevers	Change/Transfer	1/1/2020
Smith, Maria	Guidance Specialist	Adult Education	Change/Transfer	3/1/2020

Trinidad, Kenneth	Certified Lead	Ochoa	Change/Transfer	1/6/2020
Watson, Mary	Tutor	Clark	Change/Transfer	7/1/2019
Wilber, Sabrina	2nd Grade	Rosa Parks	Change/Transfer	8/16/2019

### **Certified – Additional Assignments**

Acord, Tyler	Band Intern	High School	Additional	1/24/2020
Alabach, Lydia	Stipend	Ochoa	Additional	2/7/2020
Bailey, Arrica	Certified Lead	Boevers	Additional	1/1/2020
Bland, Diana	Interpreter	ESC	Additional	1/1/2020
Bushyhead, Jonathan	Stipend	High School	Additional	1/16/2020
Cox, Melissa	Certified Lead	Ochoa	Additional	1/6/2020
Cox, Steven	Aide Sub	6th/7th Grade Center	Additional	1/21/2020
Davis, Chaun	Athletic Game Manager	Athletics	Additional	2/12/2020
Davis, Chaun	Athletic Game Asst Manager	Athletics	Additional	2/12/2020
DeVore, Elizabeth	Tutor	Boevers	Additional	1/16/2020
DeVore, Elizabeth	Stipend	High School	Additional	3/2/2020
Dombrowski, Margaret	Tutor	Ochoa	Additional	1/6/2020
Douthat, James	Athletic Worker	Athletics	Additional	2/3/2020
Duff, Erin	Certified Lead	Rosa Parks	Additional	1/27/2020
Espinosa, Ana	Certified Lead	Boevers	Additional	1/1/2020
Ezenwosu, Tanika	Tutor	Ochoa	Additional	1/6/2020
Finley, Deanne	Certified Lead	Rosa Parks	Additional	1/27/2020
Gardner, Twytinna	Stipend	Ochoa	Additional	8/21/2019
Gray, Bailey	Certified Lead	Rosa Parks	Additional	1/27/2020
Herbert, Jeremiah	Certified Lead	Rosa Parks	Additional	1/27/2020
Hinson, Anna	Certified Lead	Ochoa	Additional	1/6/2020
Hinson, Anna	Stipend	Ochoa	Additional	1/6/2020
Horn, Samantha	Certified Lead	Ochoa	Additional	1/6/2020
Hudson, Tonya	Stipend	Rosa Parks	Additional	11/16/2019
Hudson, Tonya	Certified Lead	Rosa Parks	Additional	1/27/2020
Jarman, Hannah	Stipend	Ochoa	Additional	12/2/2019
Jarman, Hannah	Tutor	Ochoa	Additional	1/6/2020
Johnston, Stephanie	Tutor	Ochoa	Additional	1/6/2020
Kim, Joseph	Certified Lead	Ochoa	Additional	1/6/2020
Kim, Joseph	Tutor	Ochoa	Additional	1/6/2020
Lee, Song	Activity Worker	Boevers	Additional	1/16/2020
Mackenzie, Ashley	Certified Lead	Ochoa	Additional	1/6/2020
Maddox, Taylor	Tutor	Boevers	Additional	1/6/2020
Martin, Suzanne	Tutor	Darnaby	Additional	1/6/2020
Nelson, Marina	Tutor	Andersen	Additional	2/3/2020
Newburn, Allison	Activity Worker	Boevers	Additional	1/16/2020
Orr, Andrea	Certified Lead	Rosa Parks	Additional	1/27/2020
	Native American Summer School			
Pearson, Mike	Coord.	Jefferson	Additional	3/1/2020
Plum, Jillian	Certified Lead	Ochoa	Additional	1/6/2020
Plum, Jillian	Tutor	Ochoa	Additional	1/6/2020
Posey, Kristi	Stipend	High School	Additional	4/1/2020
Ritter, Mark	Stipend	Freshman Academy	Additional	1/16/2020
Salyers, Katie	Tutor	Ochoa	Additional	1/6/2020
Scarborough, Howard	Athletic Game Asst Manager	Athletics	Additional	2/13/2020
Smith, Jennifer	Certified Lead	Rosa Parks	Additional	1/27/2020
Sutphin, Amber	Tutor	Jarman	Additional	1/27/2020
Thomas, James	Tutor	High School	Additional	2/5/2020
Thompson, Mallory	Certified Lead	Ochoa	Additional	1/6/2020
Trinidad, Kenneth	Certified Lead	Ochoa	Additional	1/6/2020
Wade, Emily	Certified Lead	Rosa Parks	Additional	1/27/2020
Webb, Sidney	Certified Lead	Rosa Parks	Additional	1/27/2020
Williams, Jonnie	Certified Lead	Jarman	Additional	1/27/2020

### **Support – Hires**

Arshad, Anila	EDP Sub	EDP	Provisional	2/14/2020
Auld, Dakota	Custodian	6th/7th Grade Center	Temporary	2/7/2020

Black, Carl	Lunch Duty	Darnaby	Provisional	2/27/2020
Campbell, Thomas	Aide	Grove	Temporary	1/28/2020
Corona, Carlos	EDP Assistant	EDP	Temporary	2/17/2020
Cruz, Martha	Custodian	UMAC	Temporary	1/30/2020
Flores DeDeLaCruz, Rosalia	Custodian	High School,	Temporary	1/30/2020
Flores, Veronica	Custodian Sub	Operations	Provisional	2/18/2020
Fowler, Caitlyn	Band Intern	High School	Provisional	2/10/2020
Garza, Vickie	Tutor	Rosa Parks	Provisional	2/7/2020
Lujan, Norma	Child Nutrition Sub	Child Nutrition	Provisional	2/4/2020
Medina Jaime, Yesica	Child Nutrition Custodian	Moore	Temporary	2/18/2020
Nubine, Willie	Custodian	Moore	Temporary	2/17/2020
Obispo, Veronica	Aide	Clark	Temporary	2/19/2020
Orozco DeHuizar, Margarita	Custodian	8th Grade Center	Temporary	2/19/2020
Peel, Cody	Aide	Cedar Ridge	Temporary	2/25/2020
Reed-Villert, Dana	Lunch Duty	Darnaby	Provisional	3/2/2020
Torres Ramirez, Maria	Custodian Sub	Operations	Provisional	2/20/2020
Torres, Francisca	Custodian Sub	Operations	Provisional	2/4/2020
Wilson, Valorie	Aide	Boevers	Temporary	2/25/2020
Yandell, Jeremiah	SR Budget Specialist	ESC	Temporary	3/2/2020

### **Support – Change/Transfer**

Banning, Bridgette	EDP Assistant	EDP	Change/Transfer	2/6/2020
Call, John	Bus Driver	Transportation	Change/Transfer	2/3/2020
Contreras Sambrano, Maricela	Non-Certified Asst	Boevers	Change/Transfer	1/1/2020
Galarza, Margarita	Custodian	High School	Change/Transfer	2/3/2020
Kontje, Daniel	AIS Manager	ESC	Change/Transfer	2/1/2020
Luna Castillo, Bertha	Custodian	Grove	Change/Transfer	2/10/2020
Luna Castillo, Bertha	Lead Custodian	Jarman	Change/Transfer	2/20/2020
Montalvo Urquiza, Leticia	Custodian	Rosa Parks	Change/Transfer	2/3/2020
Parmenter, Cynthia	Non-Certified Asst	Rosa Parks	Change/Transfer	1/27/2020
Perez, Ruby	Non-Certified Asst	Clark	Change/Transfer	1/27/2020
Sarey, Denise	Secretary	Community Ed	Change/Transfer	7/1/2019
Shepard, Melisa	Non-Certified Asst	Boevers	Change/Transfer	1/1/2020
Stoinski, Dylan	Non-Certified Asst	Boevers	Change/Transfer	1/1/2020
Trejo, Megan	Principal Secretary	Ochoa	Change/Transfer	1/21/2020
Washington, Kande	Aide	Freshman Academy	Change/Transfer	2/19/2020
Williams, Kayla	Special Ed Aide Sub	Cedar Ridge	Change/Transfer	2/14/2020

### **Support – Additional Assignments**

Cardona, Dessera	EDP Camp	EDP	Additional	2/19/2020
Colquitt, Diamond	EDP Camp	EDP	Additional	2/19/2020
Diaz Carreno, Juan	Non-Certified Asst	Ochoa	Additional	1/6/2020
Dodd, Lakenna	EDP Sub	EDP	Additional	2/7/2020
Guerrero Saldivar, Esperanza	Child Nutrition Sub	Briarglen	Additional	2/19/2020
Guerrero, Dalia	EDP Camp	EDP	Additional	2/19/2020
Hammoud, Nabila	Non-Certified Asst	Rosa Parks	Additional	1/27/2020
Hernandez De Lopez, Gloria	Child Nutrition Sub	Briarglen	Additional	2/19/2020
Hernandez Jimenez, Rosa	Interpreter	ELL	Additional	2/1/2020
Olea, Andrea	Child Nutrition Sub	Briarglen	Additional	2/19/2020
Poitier, De'Andre	Special Ed Aide Sub	Cedar Ridge	Additional	1/30/2020
Sanchez, Jennifer	Non-Certified Asst	Ochoa	Additional	1/6/2020
Soto, Ilce	Non-Certified Asst	Rosa Parks	Additional	1/27/2020
Tatum, Robert	Child Nutrition Sub	Briarglen	Additional	2/19/2020
Ulibarri, Jonathan	Athletic Worker	Athletics	Additional	2/17/2020
Wagdalt, Janneth	ABE ECE Instructor	Adult Ed	Additional	2/3/2020
White, Marcia	EDP Camp	EDP	Additional	2/19/2020
Whiteman, Kayla	Lunch Duty	Moore	Additional	2/17/2020

### **Substitute – Hires**

Ambler, Andrew	Long-term	ESC	Provisional	2/17/2020
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Fowler, Charlitha	Non-certified	ESC	Provisional	2/6/2020
Masrani, Sara	Non-certified	ESC	Provisional	2/6/2020
Rutter, Tammie	Certified	ESC	Provisional	2/6/2020
Saberi, Somayeh	Non-certified	ESC	Provisional	1/30/2020
Thrutchley, Shannon	Certified	ESC	Provisional	2/6/2020

### **Substitute – Change/Transfers**

Anoatubby, Joy	Certified	ESC	Change/Transfer	1/30/2020
Gant Monroe, Tajaunia	Long-term	ESC	Change/Transfer	2/3/2020
Pinney, Christy	Certified	ESC	Change/Transfer	1/31/2020
Starkweather, Laurel	Certified	ESC	Change/Transfer	2/17/2020

### **Substitute – Additional Assignments**

Morrison, Miranda	Non-certified	ESC	Additional	2/6/2020
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- Monetary Donations;
- Declaration of equipment as surplus and authorize disposal of same through donation, Natural Evolution, Inc., or surplus auction;
- Deduct Change Order No. 1 with Crossland Construction Company in the amount of \$6,016.67 for the High School Expansion and Remodel projects;
- Amendment No. 1 with KKT Architects, Inc. in the amount of \$18,367.94 for the Community Health Connection Medical Clinic;
- Amendment No. 1 with Wallace Engineering, Inc. in the amount of \$7,950.00 for the Baseball/Softball Complex Renovation project;
- Activity fund budgets, fund-raising requests, budget revisions, fund transfers and crowdfunding donations;
- Approval of district financial statements and approval to issue, revise, pay, and close encumbrances and claims #22004675 through #22005195 totaling \$3,945,432.44 and approval of supplemental PO list #22005196 through #22005351 totaling \$338,159.43 and the release of payroll encumbrances.

Ms. Ford seconded the motion.

Vote: Jeff Bennett – aye, Lisa Ford – aye, Heather McAdams – aye, Stacey Roemerman – aye, Ken Kinnear – aye.

All voted aye – motion carried.

### **USPA REPORT**

None.

### **UCTA REPORT**

President Deena Churchill reported that teachers really appreciate the ERI benefit that the district offers. Teachers are also so very ready for spring break!

### **HEARINGS AND CORRESPONDENCE**

None.

### **COMMUNICATIONS**

None

**COMMENTS FROM THE  
AUDIENCE REGARDING  
THE AGENDA**

None.

**BUSINESS AGENDA**

**UPDATE ON THE  
DISTRICT'S 5-YEAR  
STRATEGIC PLAN**

Dr. Todd Nelson provided a progress report on year two of Union's 5-year strategic plan. He noted that Union continues to make great progress in its mission of "100% Graduation, College and Career-Ready," as evidenced by a growing graduation rate. In 2019, Union's certified graduation rate of 92.67 percent is the highest the district has seen in years. Forty strategic objectives have been combined into one document aligned to the strategic goals and posted on the website so various stakeholders can see how the district is performing.

**2019-2020 SCHOOL  
CALENDAR REVISION**

Dr. Hartzler recommended revisions to the school calendar due to the two days of school that were cancelled due to inclement weather. The calendar needs to be adjusted to meet the minimum state requirement of 1,080 hours of instruction. Modifications to the schedule were proposed as follows:

1. Add one day at the end of the year, with Friday, May 22, being the last day of school for all Union schools;
2. Elementary schools: No change to the schedule. They have enough school hours to meet the required 1,080 hours.
3. Sixth & Seventh Grade Center: 4 minutes added to the end of the school day effective Monday, March 23, 2020 (the day after spring break).
4. Eighth Grade Center: 2 minutes added to the end of each day after March 23, 2020.
5. Union Freshman Academy: No change to current times.
6. Union High School: Friday, April 10, 2020 will be a "virtual day," with students working on assignments from home.

Mr. Bennett moved for approval. Ms. Roemerman seconded the motion.

Vote: Jeff Bennett – aye, Lisa Ford – aye, Heather McAdams – aye, Stacey Roemerman – aye, Ken Kinnear – aye.

All voted aye – motion carried.

**ADDITIONAL ESTIMATED  
AMOUNT FOR TELEPHONE  
SERVICE**

Todd Borland recommended the approval of an additional estimated amount of \$72,254.85 from general funds, for surcharges, fees and services not previously approved or encumbered for the Cox Business contract approved at the September 9, 2019 Board meeting.

Ms. Ford moved for approval. Ms. Roemerman seconded the motion.

Vote: Jeff Bennett – aye, Lisa Ford – aye, Heather McAdams – aye, Stacey Roemerman – aye, Ken Kinnear – aye.

All voted aye – motion carried.

**HIGH SCHOOL EXPANSION  
AND RENOVATION**

Mr. Isaacs recommended the Board accept the bid for construction of the High School Expansion and Renovation and award the contract to Crossland Construction Company, Inc., with price Amendment #5 in the amount of \$5,603,303.00 from bond funds. This amendment will provide for the concrete foundation, structural concrete, and structural steel work for construction of the west side stadium.

Ms. Roemerman moved for approval. Ms. McAdams seconded the motion.

Vote: Jeff Bennett – aye, Lisa Ford – aye, Heather McAdams – aye, Stacey Roemerman – aye, Ken Kinnear – aye.

All voted aye – motion carried

**APPLICATION FOR  
TEMPORARY  
APPROPRIATIONS**

Dr. Williams recommended the Board approve the 2020-2021 Application for Temporary Appropriations for the 2020-2021 fiscal year for the general, building, and child nutrition funds.

Ms. Ford moved for approval. Ms. Roemerman seconded the motion.

Vote: Jeff Bennett – aye, Lisa Ford – aye, Heather McAdams – aye, Stacey Roemerman – aye, Ken Kinnear – aye.

All voted aye – motion carried.

**RECEIVE BIDS FOR SALE  
OF BONDS**

Since due and legal notice had been given that Union School District would offer for sale on this date and at this hour and at this place its \$29,000,000 Building Bonds of the District, the Board of Education proceeded to consider the bids received for the purchase of said Bonds. The following electronic sealed bids were received and considered by the Board of Education:



<u>Bidder</u>	<u>Gross Interest Cost</u>	<u>Premium</u>	<u>Net Interest Cost</u>	<u>True Interest Cost</u>
Citigroup Global Markets Inc.	\$ 1,576,875.00	\$ 580,000.00	\$ 996,875.00	0.967206%
BNYMellon Capital Markets	\$ 1,522,500.00	\$ 469,220.00	\$ 1,053,280.00	1.026216%
Huntington Securities, Inc.	\$ 1,105,625.00	\$ 6,235.00	\$ 1,099,390.00	1.077831%
Robert W. Baird & Co., Inc.	\$ 1,703,750.00	\$ 470,877.50	\$ 1,232,862.50	1.202237%
Mesirow Financial, Inc.	\$ 2,030,000.00	\$ 580,000.00	\$ 1,450,000.00	1.408870%

Mr. Chris Wolff of Municipal Finance Services recommended the Board award the bonds to Citigroup Global Markets Inc.

Dr. Williams noted that Standard & Poor's has confirmed the district's ratings of AA+.

Mr. Bennett moved for approval. Ms. Roemerma seconded the motion.

Vote: Jeff Bennett – aye, Lisa Ford – aye, Heather McAdams – aye, Stacey Roemerma – aye, Ken Kinnear – aye.

All voted aye – motion carried.

Ms. Roemerma moved the Board approve the resolution providing for the issuance of the Building Bonds in the sum of \$29,000,000 by Independent School District No. 9, Tulsa County, Oklahoma, authorized at an election called and held for such purpose; prescribing form of bonds; designating bonds as “General Obligation Building Bonds of 2020”; providing for the registration thereof; providing for the levy of an annual tax for the payment of principal of and interest on the same; approving the form of a Continuing Disclosure Certificate; and fixing other details of the issue. Mr. Bennett seconded the motion.

Vote: Jeff Bennett – aye, Lisa Ford – aye, Heather McAdams – aye, Stacey Roemerma – aye, Ken Kinnear – aye.

All voted aye – motion carried.

## **NEW BUSINESS**

None

## **COMMENTS FROM THE AUDIENCE AND BOARD MEMBERS**

Board President, Ken Kinnear communicated his thoughts on board governance with attendees at the meeting. He reminded all that there was a Board seat election on April 7th, 2020 for Board Zone 5.

“Good school board governance confronts obstacles to our mission of graduating 100% of our students as college and career ready,” said Kinnear. “At the same time we fight the obstacles, we build on pillars of excellence that preserve,

promote, pursue and personify excellence. That's the Union Way – despite obstacles, we expect high results because we set high standards.”

Kinnear said, while there is always room for improvement, Union Public Schools *is* a Center of Excellence. He cited the district's expertise at expertly managing significant revenues and assets as a sign of the district's focus on excellence. He also lauded the strong performance of the boys and girls basketball teams as another Center of Excellence, as both head to the state championships this weekend.

“For me personally, as a Union School Board member, building on the pillars of Excellence means:

- Leading and exercising fiduciary responsibilities with wisdom and discernment;
- Supporting the new science of Hope; and
- Using the Union Strategic plan as an overarching guide for decision-making, especially with respect to Teaching and Learning.

“About a year ago, my colleagues told me it was my time to lead. So as president of the School Board, I was honored to help kick off the 2019-20 school year by defining ‘Uncommon Vision.’ The definition I used was, ‘a person or organization with extraordinary ability to think about or plan the future with creativity, inspiration, wisdom and discernment.’ I chose those words carefully and intentionally. While many people have abilities and creativity, there is no governance substitute for experience when it comes to leading with wisdom and discernment. Life experiences inherent in raising a family, selecting a school for children to attend, owning property, managing budgets, paying property taxes, serving on PTA or booster clubs, are examples of necessary experiences for school board members to exhibit wisdom and discernment.”

Kinnear is excited about Union's focus on the science of hope in helping to address student social and emotional learning. “Hope is an area where science and faith co-exist,” said Kinnear. “Hope is real and hope is *measurable* when goals are established with pathways and a desire to achieve those goals. While I have long-held beliefs in the value of hope as part of my faith, scientific evidence gives us a secular basis for using hope as a teaching methodology. I look forward to supporting the science of hope within the framework of Social and Emotional learning.”

Lastly, Kinnear says good decision-making is inherent in good governance. “My decision-making considers whether or not a proposal fits within the district's strategic plan. Specifically,

for Teaching and Learning, that focus is on literacy, cognitive capacity, engagement and social and emotional attributes.” Going forward, President Kinnear said he is concerned about several obstacles:

- The diversion of tax dollars away from public schools to for-profit and private entities;
- The teacher shortage; and
- The notion that school board seats are little more than entry-level “winnable” seats in the political arena, rather than the culmination of volunteer community service.

“Serving as the Zone 5 board member is a privilege and an honor,” said Kinnear. “Whether or not I am re-elected, my pledge to you is to continue to assist in confronting the obstacles I named.”

Dr. Hartzler recognized the final members of the Leadership Cadre that were in attendance at tonight’s meeting. He introduced them: Toni Peterson, Justin Vannest and Jenny Flower.

Dr. Hartzler also applauded the Union Finance department for being recognized by the Association of School Business Officials International (ASBO) for excellence in budget presentation with the Pathway to the Meritorious Budget Award (MBA) for the 2019-2020 budget year. He also noted that this is the 27th year in a row that Union has won this honor.

Dr. Hartzler thanked Shea Ludwig for the amazing “Night of Surprises” Annual Dinner & Auction. “More than 600 people were present at the event, and while we haven’t heard a final number on the dollars raised, we believe it is going to break all previous fundraising records for the foundation,” said Hartzler. “It’s always fun to go to that event and see some of you outside the normal work day. It’s for a great cause and we appreciate all of the hard work done by Shea Ludwig, Kulsum Siddiqui, and their team of volunteers. We appreciate their efforts greatly.”

Lastly Dr. Hartzler wished everyone a safe, healthy spring break.

## **EXECUTIVE SESSION**

Mr. Bennett moved the Board adjourn to Executive Session to discuss the evaluations of the Superintendent and the Chief Financial Officer. Ms. Roerman seconded the motion:

Vote: Jeff Bennett – aye, Lisa Ford – aye, Heather McAdams – aye, Stacey Roerman – aye, Ken Kinnear – aye.

All voted aye – motion carried.

The board entered into executive session at 7:48 p.m. to discuss the evaluations of the Superintendent and the Chief Financial Officer as authorized by Okla. Stat. tit. 25, Section 307 (B)(1). Those present in executive session were Ken Kinnear, Heather McAdams, Lisa Ford, Stacey Roemerman, and Jeff Bennett, all Boardmembers; Dr. Kirt Hartzler, Superintendent and Dr. Trish Williams, Chief Financial Officer.

**RETURN TO OPEN SESSION**

Mr. Kinnear acknowledged that the Board had returned to Open Session at 9:20 p.m.

**STATEMENT OF EXECUTIVE  
SESSION MINUTES**

Mr. Kinnear stated that, during Executive Session, the Board discussed only the Superintendent's evaluation and the Chief Financial Officer's evaluation. Those present in executive session were Ken Kinnear, Heather McAdams, Lisa Ford, Stacey Roemerman, and Jeff Bennett, all Boardmembers; Dr. Kirt Hartzler, Superintendent and Dr. Trish Williams, Chief Financial Officer.

No decisions were made and no action was taken.

**ADJOURNMENT**

Ms. Ford moved to adjourn the meeting. Ms. Roemerman seconded the motion.

Vote: Jeff Bennett – aye, Lisa Ford – aye, Heather McAdams – aye, Stacey Roemerman – aye, Ken Kinnear – aye.

All voted aye – motion carried.

The meeting adjourned at 9:21 p.m.

Barbara Swinburne, Board Secretary

Regular Meeting  
Board of Education  
Union Public Schools

Minutes of the **March 9, 2020**, regular meeting were approved by a majority vote of the Union Board of Education on **April 15, 2020**.

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Lisa Ford, Clerk  
Union Board of Education

**MINUTES OF THE SPECIAL MEETING  
BOARD OF EDUCATION  
UNION SCHOOL DISTRICT  
Tulsa, Oklahoma  
March 16, 2020**

The Union Board of Education met in special session on Monday, March 16, 2020 at 8:00 a.m. in the Executive Conference Room of the Union Education Service Center pursuant to written notice given to the County Clerk of Tulsa County on March 10, 2020, as required by Title 25, Oklahoma Statutes, 301-314. The time, place and agenda of this meeting was posted in prominent public view at the location of this meeting at least 24 hours in advance excluding Saturdays, Sundays, and holidays.

<b>CALL TO ORDER</b>	The meeting was called to order at 8:00 a.m. by Ken Kinnear, president.
<b>MEMBERS PRESENT</b>	Mr. Ken Kinnear, Ms. Heather McAdams, Ms. Lisa Ford, Ms. Roemerman, and Mr. Jeff Bennett.
<b>MEMBERS ABSENT</b>	None
<b>OTHERS PRESENT</b>	Associate Superintendent Charlie Bushyhead, Assistant Superintendent Sandi Calvin, Executive Director of Special Projects Lee Snodgrass and others.
<b>ADOPTION OF THE AGENDA</b>	<p>Ms. Roemerman moved for approval of the Agenda as posted. Ms. Ford seconded the motion.</p> <p>Vote: Jeff Bennett – aye, Lisa Ford – aye, Heather McAdams – aye, Stacey Roemerman – aye, Ken Kinnear – aye.</p> <p>All voted aye – motion carried.</p> <p>The agenda was adopted as posted.</p>

**BUSINESS AGENDA**

**PURCHASE OF HARDWARE  
AND SOFTWARE FOR  
COMMUNITY HEALTH  
CONNECTION CLINIC**

Mr. Bushyhead recommended the Board approve the purchase of the hardware and software from Interworks for the Community Health Connection Clinic, in the amount of \$61,847.08 from Vision funds.

Ms. Roemerman moved for approval. Ms. Ford seconded the motion.

Vote: Jeff Bennett – aye, Lisa Ford – aye, Heather McAdams – aye, Stacey Roemerman – aye, Ken Kinnear – aye.

All voted aye – motion carried.

## **ADJOURNMENT**

Ms. McAdams moved to adjourn the meeting. Ms. Ford seconded the motion.

Vote: Jeff Bennett – aye, Lisa Ford – aye, Heather McAdams – aye, Stacey Roemerman – aye, Ken Kinnear – aye.

All voted aye – motion carried.

The meeting adjourned at 8:05 a.m.

Barbara Swinburne, Board Secretary

Special Meeting  
Board of Education  
Union Public Schools

Minutes of the **March 16, 2020**, special meeting were approved by a majority vote of the Union Board of Education on **April 15, 2020**.

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Lisa Ford, Clerk  
Union Board of Education



**MINUTES OF THE SPECIAL MEETING  
BOARD OF EDUCATION  
UNION SCHOOL DISTRICT  
Tulsa, Oklahoma  
March 27, 2020**

The Union Board of Education met in special session on Friday, March 27, 2020, at 12:00 p.m. The meeting was conducted entirely via videoconferencing, pursuant to written notice given to the County Clerk of Tulsa County on March 24, 2020, as required by Title 25, Oklahoma Statutes, 301-314. The date, time and agenda of this meeting was posted on Union Public Schools' website, at least 24 hours in advance excluding Saturdays, Sundays, and holidays.

**CALL TO ORDER**

The meeting was called to order at 12:01 p.m. by Ken Kinnear, president.

**MEMBERS PRESENT**

**VIA VIDEOCONFERENCING:**

Mr. Ken Kinnear, Ms. Heather McAdams, Ms. Lisa Ford, Ms. Roemerman, and Mr. Jeff Bennett.

**MEMBERS ABSENT**

None

**OTHERS PRESENT**

**VIA VIDEOCONFERENCING:**

Superintendent Dr. Kirt Hartzler, Chief Financial Officer Dr. Trish Williams, Associate Superintendent Charlie Bushyhead, Assistant Superintendent Sandi Calvin, Executive Director of Human Resources Jay Loegering, and others.

**ADOPTION OF THE AGENDA**

Ms. Ford moved for approval of the Agenda as posted. Ms. McAdams seconded the motion.

Vote: Jeff Bennett – aye, Lisa Ford – aye, Heather McAdams – aye, Stacey Roemerman – aye, Ken Kinnear – aye.

All voted aye – motion carried.

The agenda was adopted as posted.

**BUSINESS AGENDA**

**RESOLUTION CHANGING  
DATE OF GENERAL  
ELECTION**

Dr. Hartzler recommended that the Board of Education modify the General Election Resolution previously adopted by the Board of Education on October 14, 2019 as follows:

1. That portion of the Resolution adopted on October 14, 2019 calling a General Election for April 7, 2020, is rescinded;
2. The General Election previously called for April 7, 2020, is rescheduled for June 30, 2020;
3. With the exception of the date of the election, the General Election shall be held in accordance with the terms of the Resolution Calling Board Member Election that was previously adopted by the Board of Education of Independent School District No. 9 on October 14, 2019.

Mr. Bennett moved for approval. Ms. Ford seconded the motion.

Vote: Jeff Bennett – aye, Lisa Ford – aye, Heather McAdams – aye, Stacey Roemerman – aye, Ken Kinnear – aye.

All voted aye – motion carried.

## **ADJOURNMENT**

Ms. McAdams moved to adjourn the meeting. Mr. Bennett seconded the motion.

Vote: Jeff Bennett – aye, Lisa Ford – aye, Heather McAdams – aye, Stacey Roemerman – aye, Ken Kinnear – aye.

All voted aye – motion carried.

The meeting adjourned at 12:06 p.m.

Barbara Swinburne, Board Secretary

Special Meeting  
Board of Education  
Union Public Schools

Minutes of the **March 27, 2020**, special meeting were approved by a majority vote of the Union Board of Education on **April 15, 2020**.

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Lisa Ford, Clerk  
Union Board of Education



Todd Borland  
Executive Director of Technology

To: Dr. Kirt Hartzler, Superintendent  
From: Todd Borland, Executive Director of Technology  
Date: April 2, 2020  
Re: Renewal of OneNet

**RECOMMENDATION:**

I recommend the Board of Education authorize the Executive Director of Technology, Mr. Todd Borland to sign the contract with OneNet to provide internet service to the District for an estimated amount of \$70,872.00 for the 2020-2021 fiscal year, and authorize the encumbrance clerk to encumber funds in the 2019-2020 and 2020-2021 fiscal year from the General Fund and/or Building Fund.

**DISCUSSION:**

This is the first renewal of our five year agreement. The contract provides the District with 30,000 Mbps for \$5,906.00 per month. The total cost will be reduced by the eRate discount of 80% for a total internet cost to the District of \$14,174.40.

**FUNDING:**

General Fund  
Building Fund

**ATTACHMENTS:**

COX Amendment to Commercial Service Agreement

cc: Board of Education  
Dr. Kirt Hartzler



March 3, 2020

655 Research Parkway, Suite 200  
Oklahoma City, Oklahoma 73104

UNION INDEP SCHOOL DISTRICT 9  
5656 S. 129th E. Ave,  
Tulsa, OK 74134

RE: Internet Services – Multi-Year Option  
OneNet  
SPIN 143015254

This letter is to confirm that UNION INDEP SCHOOL DISTRICT 9 will exercise the multi-year option clause,  
“Initial one-year term with up to four (4) voluntary extensions, subject to annual ratification by both customer  
and OneNet. If mutual ratification is not agreed upon, services will continue on a month-to-month until  
services are cancelled.”--As stated on the 2019-2020 proposal and agreement.

☒ 1st Auto renewal, **FUNDING YEAR: 2020-2021**

UNION INDEP SCHOOL DISTRICT 9 will maintain the current services – Ethernet over lit fiber at 30000 Mbps for  
\$5,906.00 per month as previously bid for FUNDING YEAR 2019.

Mutually agreed and acceptance by both parties.

UNION INDEP SCHOOL DISTRICT 9:

OneNet  
Oklahoma State Regents for Higher Education:

Authorized Signature

Authorized Signature

Print Name

Print Name

DATE: \_

DATE:





Bill To  
UNION PUBLIC SCHOOLS I-009  
ACCOUNTS PAYABLE DEPARTMENT  
8506 E 61ST ST  
TULSA, OK  
74133  
accts.payable@unionps.org

Requisition 12006782-00 FY 2020

Acct No:  
11.2000.2089.52620.0539.000.0000.000.050  
Review:  
Buyer:  
Status: Allocated

Page 1

Vendor 73-6017987  
ONENET  
655 RESEARCH PARKWAY SUITE 200

Ship To  
SHIP TO ADDRESS DOES NOT APPLY

OKLAHOMA CITY, OK 73104-4503  
USA

Delivery Reference  
FRENTZEL X6077

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department	
04/06/20	643615				DISTRICTWIDE	
LN Description / Account				Qty	Unit Price	Net Price
General Notes						
BOARD APPROVED (date of meeting)						
(type of agenda) AGENDA ITEM (specific #)						
001	INTERNET ACCESS FOR FY 2020-2021			1.00 EACH	14174.40000	14174.40
1	11.2000.2089.52620.0539.000.0000.000.050					14174.40
<a href="#">Requisition Link</a>						
Requisition Total						14174.40
***** General Ledger Summary Section *****						
Account					Amount	Remaining Budget
11.2000.2089.52620.0539.000.0000.000.050					14174.40	-1125132.73
FINANCE DIVISION OPERATION OF						

Authorized By: \_\_\_\_\_

Signature

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





Union Public Schools  
*Independent District #9*

Patricia Williams, Ed. D.  
Chief Financial Officer

To: Dr. Kirt Hartzler  
From: Dr. Trish Williams *JD*  
Date: April 13, 2020  
Re: Hilltop Securities Asset Management

**RECOMMENDATION:**

I recommend the Board of Education consider and vote to approve the 2020-21 contract for arbitrage services with Hilltop Securities Asset Management (previously known as First Southwest Management) in the amount of \$10,000.

**DISCUSSION:**

This contract with Hilltop Securities Asset Management for arbitrage services for a period of (1) year with the option to renew annually for a period of (5) years at the same rate. 2020-21 is the 2<sup>nd</sup> year of the 5-year contract.

Hilltop Securities Asset Management will provide services which include accurate calculation of arbitrage, timely reports required by the Internal Revenue Service, assistance in selecting arbitrage options for new bond issues and adding new options for old bond issues, and updating the district on new Internal Revenue Service arbitrage regulations.

**FUNDING:**

General Fund

**ATTACHMENT:**

2020-21 Contract

cc: Barbara Swinburne  
Julie Harkrider  
Cathy Bentley

**AGREEMENT FOR  
ARBITRAGE REBATE COMPLIANCE SERVICES  
BETWEEN  
UNION PUBLIC SCHOOLS  
(Hereinafter Referred to as the "Issuer")  
AND  
HILLTOP SECURITIES ASSET MANAGEMENT, LLC  
(Hereinafter Referred to as "HSAM")**

It is understood and agreed that the Issuer, in connection with the sale and delivery of certain bonds, notes, certificates, or other tax-exempt obligations (the "*Obligations*"), will have the need to determine to what extent, if any, it will be required to rebate certain investment earnings (the amount of such rebate being referred to herein as the "*Arbitrage Amount*") from the proceeds of the Obligations to the United States of America pursuant to the provisions of Section 148(f)(2) of the Internal Revenue Code of 1986, as amended (the "*Code*"). For purposes of this Agreement, the term "Arbitrage Amount" includes payments made under the election to pay penalty in lieu of rebate for a qualified construction issue under Section 148(f)(4) of the Code.

We are pleased to submit the following proposal for consideration; and if the proposal is accepted by the Issuer, it shall become the agreement (the "*Agreement*") between the Issuer and HSAM effective at the date of its acceptance as provided for herein below.

1. This Agreement shall apply to all issues of tax-exempt Obligations delivered subsequent to the effective date of the rebate requirements under the Code, except for (i) issues which qualify for exceptions to the rebate requirements in accordance with Section 148 of the Code and related Treasury regulations, or (ii) issues excluded by the Issuer in writing in accordance with the further provisions hereof, (iii) new issues effected in a fashion whereby HSAM is unaware of the existence of such issue, (iv) issues in which, for reasons outside the control of HSAM, HSAM is unable to procure the necessary information required to perform such services.

**Covenants of Hilltop Securities Asset Management**

2. We agree to provide our professional services in determining the Arbitrage Amount with regard to the Obligations. The Issuer will assume and pay the fee of HSAM as such fee is set out in Appendix A attached hereto. HSAM shall not be responsible for any extraordinary expenses incurred on behalf of Issuer in connection with providing such professional services, including any costs incident to litigation, mandamus action, test case or other similar legal actions.
3. We agree to perform the following duties in connection with providing arbitrage rebate compliance services:
  - a. To cooperate fully with the Issuer in reviewing the schedule of investments made by the Issuer with (i) proceeds from the Obligations, and (ii) proceeds of other funds of the Issuer which, under Treasury Regulations Section 1.148, or any successor regulations thereto, are subject to the rebate requirements of the Code;
  - b. To perform, or cause to be performed, consistent with the Code and the regulations promulgated thereunder, calculations to determine the Arbitrage Amount under Section 148(f)(2) of the Code; and
  - c. To provide a report to the Issuer specifying the Arbitrage Amount based upon the investment schedule, the calculations of bond yield and investment yield, and other information deemed relevant by HSAM. In undertaking to provide the services set forth in paragraph 2 and this paragraph 3, HSAM does not assume any responsibility for any record retention requirements which the Issuer may have under the Code or other applicable laws, it being understood that the Issuer shall remain responsible for compliance with any such record retention requirements.



## **Covenants of the Issuer**

4. In connection with the performance of the aforesaid duties, the Issuer agrees to the following:
  - a. The fees due to HSAM in providing arbitrage rebate compliance services shall be calculated in accordance with Appendix A attached hereto. The fees will be payable upon delivery of the report prepared by HSAM for each issue of Obligations during the term of this Agreement.
  - b. The Issuer will provide HSAM all information regarding the issuance of the Obligations and the investment of the proceeds therefrom, and any other information necessary in connection with calculating the Arbitrage Amount. HSAM will rely on the information supplied by the Issuer without inquiry, it being understood that HSAM will not conduct an audit or take any other steps to verify the accuracy or authenticity of the information provided by the Issuer.
  - c. The Issuer will notify HSAM in writing of the retirement, prior to the scheduled maturity, of any Obligations included under the scope of this Agreement within 30 days of such retirement. This notification is required to provide sufficient time to comply with Treasury Regulations Section 1.148-3(g) which requires final payment of any Arbitrage Amount within 60 days of the final retirement of the Obligations. In the event the Issuer fails to notify HSAM in a timely manner as provided hereinabove, HSAM shall have no further obligation or responsibility to provide any services under this Agreement with respect to such retired Obligations.
5. In providing the services set forth in this Agreement, it is agreed that HSAM shall not incur any liability for any error of judgment made in good faith by a responsible officer or officers thereof and, except to the limited extent set forth in this paragraph, shall not incur any liability for any other errors or omissions, unless it shall be proved that such error or omission was a result of the gross negligence or willful misconduct of said officer or officers. In the event a payment is assessed by the Internal Revenue Service due to an error by HSAM, the Issuer will be responsible for paying the correct Arbitrage Amount and HSAM's liability shall not exceed the amount of any penalty or interest imposed on the Arbitrage Amount as a result of such error. Additionally, it is understood and agreed that HSAM shall incur no liability for any errors, omissions, or failure to make a timely payment in connection with any IRS Computation Date calculations occurring prior to the effective date of the Initial Agreement with the Issuer, even if the error is discovered after the date of HSAM's engagement.

## **Obligations Issued Subsequent to Initial Contract**

6. The services contracted for under this Agreement will automatically extend to any additional Obligations (including financing lease obligations) issued during the term of this Agreement, if such Obligations are subject to the rebate requirements under Section 148(f)(2) of the Code. In connection with the issuance of additional Obligations, the Issuer agrees to the following:
  - a. The Issuer will notify or cause the notification, in writing, to HSAM of any tax-exempt financing (including financing lease obligations) issued by the Issuer during any calendar year of this Agreement, and will provide HSAM with such information regarding such Obligations as HSAM may request in connection with its performance of the arbitrage rebate services contracted for hereunder. If such notice is not provided to HSAM with regard to a particular issue, HSAM shall have no obligation to provide any services hereunder with respect to such issue.
  - b. At the option of the Issuer, any additional Obligations to be issued subsequent to the execution of this Agreement may be excluded from the services provided for herein. In order to exclude an issue, the Issuer must notify HSAM in writing of their intent to exclude any specific Obligations from the scope of this Agreement, which exclusion shall be permanent for the full life of the Obligations; and after receipt of such notice, HSAM shall have no obligation to provide any services under this Agreement with respect to such excluded Obligations.

## EXPLANATION OF TERMS:

- a. **Computation Year:** A "Computation Year" represents a one year period from the delivery date of the issue to the date that is one calendar year after the delivery date, and each subsequent one-year period thereafter. Therefore, if a calculation is required that covers more than one "computation year," the annual fee is multiplied by the number of computation years contained in the calculation being performed. If a calculation includes a portion of a computation year, i.e., if the calculation includes 1 ½ computation years, then the base fee will be multiplied by 1.5.
- b. **Electronic Data Submission:** The data should be provided electronically in MS Excel or ASCII text file (comma delimited text preferred) with the date, description, dollar amount, and an activity code (if not in debit and credit format) on the same line in the file.
- c. **Variable/Floating Rate Bond Issues:** Special services are also required to perform the arbitrage rebate calculations for variable rate bonds. A bond is a variable rate bond if the interest rate paid on the bond is dependent upon an index which is subject to changes subsequent to the issuance of the bonds. The computational requirements of a variable rate issue are more complex than those of a fixed rate issue and, accordingly, require significantly more time to calculate. The additional complexity is primarily related to the computation of the bond yield, which must be calculated on a "bond year" basis. Additionally, the regulations provide certain flexibility in computing the bond yield and determining the arbitrage amount over the first IRS reporting period; consequently, increased calculations are required to determine which bond yield calculation produces the lowest arbitrage amount.
- d. **Commingled Fund Allocations:** By definition, a commingled fund is one that contains either proceeds of more than one bond issue or proceeds of a bond issue and non-bond proceeds (i.e., revenues) of \$25,000 or more. The arbitrage regulations, while permitting the commingling of funds, require that the proceeds of the bond issue(s) be "carved out" for purposes of determining the arbitrage amount. Additionally, interest earnings must be allocated to the portion of the commingled fund that represents proceeds of the issue(s) in question. Permitted "safe-harbor" methods (that is, methods that are outlined in the arbitrage regulations and, accordingly, cannot be questioned by the IRS under audit), exist for allocating expenditures and interest earnings to issues in a commingled fund. IISAM uses one of the applicable safe-harbor methods when doing these calculations.
- e. **Debt Service Reserve Funds:** The authorizing documents for many revenue bond issues require that a separate fund be established (the "Reserve Fund") into which either bond proceeds or revenues are deposited in an amount equal to some designated level, such as average annual debt service on all parity bonds. This Reserve Fund is established for the benefit of the bondholders as additional security for payment on the debt. In most cases, the balance in the Reserve Fund remains stable throughout the life of the bond issue. Reserve Funds, whether funded with bond proceeds or revenues, must be included in all rebate calculations.
- f. **Debt Service Fund Calculations:** Issuers are required under the regulations to analyze the invested balances in their debt service funds annually to determine whether the fund depletes as required during the year and is, therefore, "bona fide" (i.e., potentially exempt from rebate in that year). It is not uncommon for surplus balances to develop in the debt service fund that services an issuer's tax supported debt, particularly due to timing differences of when the funds were due to be collected versus when the funds were actually collected. IISAM performs this formal analysis of the debt service fund and, should it be determined that a surplus balance exists in the fund during a given year, allocates the surplus balance among the various issues serviced by the fund in a manner that is acceptable under IRS review.
- g. **Earnings Test for Debt Service Funds:** Certain types of bond issues require an additional level of analysis for the debt service fund, even if the fund depletes as required under the regulations and is "bona fide." For short-term, fixed rate issues, private activity issues, and variable rate issues, the regulations require that an "earnings test" be performed on a bona fide debt service fund to determine if the interest earnings reached \$100,000 during the year. In cases where the earnings reach or exceed the \$100,000 threshold, the entire fund (not just the surplus or residual portion) is subject to rebate.
- h. **Transferred Proceeds Calculations:** When a bond issue is refinanced (refunded) by another issue, special services relating to "transferred proceeds" calculations may need to be performed. Under the regulations, when proceeds of a refunding issue are used to retire principal of a prior issue, a pro-rata portion of the unspent proceeds of the prior issue becomes subject to rebate and/or yield restriction as transferred proceeds of the refunding issue. The refunding issue essentially "adopts" the unspent proceeds of the prior issue for purposes of the arbitrage calculations. These

calculations are required under the regulations to ensure that issuers continue to exercise due diligence to complete the project(s) for which the prior bonds were issued.

- i. **Universal Cap:** Current regulations provide an overall limitation on the amount of gross proceeds allocable to an issue. Simply stated, the value of investments allocated to an issue cannot exceed the value of all outstanding bonds of the issue. For example, this situation can occur if an issuer encounters significant construction delays or enters into litigation with a contractor. It may take months or even years to resolve the problems and begin or resume spending the bond proceeds; however, during this time the debt service payments are still being paid, including any scheduled principal payments. Thus, it's possible for the value of the investments purchased with bond proceeds to exceed the value of the bonds outstanding. In such cases, a "de-allocation" of proceeds may be required to comply with the limitation rules outlined in the regulations.
- j. **Yield Restriction Analysis/Yield Reduction Computations:** The IRS strongly encourages issuers to spend the proceeds of each bond issue as quickly as possible to achieve the governmental purpose for which the bonds were issued. Certain types of proceeds can qualify for a "temporary period," during which time the proceeds may be invested at a yield higher than the yield on the bonds without jeopardizing the tax-exempt status of the issue. The most common temporary period is the three-year temporary period for capital project proceeds. After the end of the temporary period, the proceeds must be yield restricted or the issuer must remit the appropriate yield reduction payment when due. HSAM performs a comprehensive yield restriction analysis when appropriate for all issues having proceeds remaining at the end of the applicable temporary period and also calculates the amount of the yield reduction payment due to the IRS.

#### Effective Date of Agreement

7. This Agreement shall become effective at the date of acceptance by the Issuer as set out herein below and remain in effect thereafter for a period of one (1) year with the option to renew annually for a period of five (5) years, at the same rate, from the date of acceptance, provided, however, that this Agreement may be terminated with or without cause by the Issuer or HSAM upon thirty (30) days prior written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to HSAM for services provided and extraordinary expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to the completion of its stated term, all records provided to HSAM with respect to the investment of monies by the Issuer shall be returned to the Issuer as soon as practicable following written request by Issuer. In addition, the parties hereto agree that, upon termination of this Agreement, HSAM shall have no continuing obligation to the Issuer regarding any arbitrage rebate related services contemplated herein, regardless of whether such services have previously been undertaken, completed or performed.

#### Acceptance of Agreement

8. This Agreement is submitted in duplicate originals. When accepted by the Issuer in accordance with the terms hereof, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Issuer and HSAM for the purposes and the consideration herein specified. In order for this Agreement to become effective, it must be accepted by the Issuer within sixty (60) days of the date appearing below the signature of HSAM's authorized representative hereon. After the expiration of such 60-day period, acceptance by the Issuer shall only become effective upon delivery of written acknowledgement and reaffirmation by HSAM that the terms and conditions set forth in this Agreement remain acceptable to HSAM.

#### Governing Law

9. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its principles of conflicts of laws.

Acceptance will be indicated on both copies and the return of one executed copy to Hilltop Securities Asset Management.

Respectfully submitted,

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

By 

David K. Medanich, President

Date \_\_\_\_\_

#### ISSUER'S ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by

Union Public Schools, on this the 15th day of April, 2019

By 

Authorized Representative

Title President, Board of Education

Printed Name Ken Kinnear

### APPENDIX A - FEES

The Obligations to be covered initially under this contract include all issues of tax-exempt obligations delivered subsequent to the effective dates of the rebate requirements, under the Code, except as set forth in Section I of the Agreement.

The fee for any Obligations under this contract shall only be payable if a computation is required under Section 148(f)(2) of the Code. In the event that any of the Obligations fall within an exclusion to the computation requirement as defined by Section 148 of the Code or related regulations and no calculations were required by HSAM to make that determination, no fee will be charged for such issue. For example, certain obligations are excluded from the rebate computation requirement if the proceeds are spent within specific time periods. In the event a particular issue of Obligations fulfills the exclusion requirements of the Code or related regulations, the specified fee will be waived by HSAM if no calculations were required to make the determination.

HSAM's fee for arbitrage rebate services is based upon a fixed annual fee per issue. The annual fee is charged based upon the number of years that proceeds exist subject to rebate from the delivery date of the issue to the computation date.

HSAM's fees are payable upon delivery of the report. The first report will be made following one year from the date of delivery of the Obligations and on each computation date thereafter during the term of the Agreement. The fees for computations of the Arbitrage Amount which encompass more, or less, than one Computation Year shall be prorated to reflect the longer, or shorter, period of work performed during that period.

The fee for each of the Obligations included in this contract shall be based on the table below.

Additionally, due to significant time saving efficiencies realized when investment information is submitted in an electronic format, HSAM passes the savings to its clients by offering a 10% reduction in its fees if information is provided in a spreadsheet or electronic text file format.

Description	Annual Fee
<b>ANNUAL FEE</b>	<b>\$1,800</b>
<b>COMPREHENSIVE ARBITRAGE COMPLIANCE SERVICES INCLUDE:</b>	
<ul style="list-style-type: none"> <li>• Commingled Funds Analysis &amp; Calculations</li> <li>• Spending Exception Analysis &amp; Calculations</li> <li>• Yield Restriction Analysis &amp; Calculations (for yield restricted Project Funds, Reserve Funds, Escrow Funds, etc.)</li> <li>• Parity Reserve Fund Allocations</li> <li>• Transferred Proceeds Calculations</li> <li>• Universal Cap Calculations</li> <li>• Debt Service Fund Calculations (including earnings test when required)</li> <li>• Preparation of all Required IRS Paperwork for Making a Rebate Payment / Yield Reduction Payment</li> <li>• Retention of Records Provided for Arbitrage Computations</li> <li>• IRS Audit Assistance</li> <li>• Delivery of Rebate Calculations Each Year That Meets the Timing Requirements of the Audit Schedule</li> <li>• On-Site Meetings, as Appropriate, to Discuss Calculation Results / Subsequent Planning Items</li> </ul>	<b>INCLUDED</b>
<b>OTHER SERVICES AVAILABLE:</b>	
IRS Refund Request – Update calculation, prepare refund request package, and assist issuer as necessary in responding to subsequent IRS Information Requests	<b>\$750</b>



Union Public Schools  
Independent District #9

Jay Loegering, SPHR  
Executive Director  
of Human Resources

## MEMORANDUM

TO: Dr. Kirtis Hartzler, Superintendent

FROM: Jay Loegering *JL*

DATE: April 16, 2020

RE: Resignations/Terminations for the 2019-2020 School Year  
Resignations/Terminations for the 2018-2019 School Year

### Recommendation

I recommend the Board consider and vote to approve the resignations/terminations listed below:

### CERTIFIED

NAME	POSITION	LOCATION	REASON	EFFECTIVE DATE
Bacon, Amie	5th Grade	Darnaby	Resignation	6/30/2020
Beam, Sharon	Tutor	Peters	Resignation	2/25/2020
Biggs, Jon	ERI Roll Off	Freshman Academy	Retirement	6/30/2020
Birnie, Alison	Pre-Kindergarten	Rosa Parks	Resignation	6/30/2020
Borgelt, Julie	Tutor	Peters	Resignation	6/30/2020
Brooks, Dana	ERI Roll Off	8th Grade Center	Retirement	6/30/2020
Brungardt, Julia	ERI Roll Off	6th/7th Grade Center	Retirement	6/30/2020
Buchanan, Valda	ERI Roll Off	High School	Retirement	6/30/2020
Chamberlain, Lisa	ERI Roll Off	Rosa Parks	Retirement	6/30/2020
Coleman, Janet	ERI Roll Off	6th/7th Grade Center	Retirement	6/30/2020
Cook, Brandi	English	Freshman Academy	Resignation	6/30/2020
Devine, Katherine	ERI Roll Off	8th Grade Center	Retirement	6/30/2020
Einer, Margaret	ERI Roll Off	Moore	Retirement	6/30/2020
English, Linda	ERI Roll Off	6th/7th Grade Center	Retirement	6/30/2020
Forbis, Cynthia	ERI Roll Off	Cedar Ridge	Retirement	6/30/2020
Frazier, Courtney	Cheer Coach-Head	Athletics	Resignation	2/29/2020
Freeman, Rebecca	ERI Roll Off	ESC	Retirement	6/30/2020
Gamble, Millie	ERI Roll Off	Freshman Academy	Retirement	6/30/2020
Hallum, Tammy	Tutor	Peters	Resignation	6/30/2020
Hallum, Tammy	2nd Grade	Peters	Resignation	6/30/2020
Henry, Annabelle	1st Grade	Jefferson	Resignation	6/30/2020
Huss, Lauren	Tutor	Peters	Resignation	2/25/2020
Keys, Norma	2nd Grade	Rosa Parks	Retirement	6/30/2020
Lee, Celeste	Nurse	Rosa Parks	Retirement	4/1/2020
McCool, Ronald	ERI Roll Off	Freshman Academy	Retirement	6/30/2020

## Resignations & Terminations

4/16/2020

Page 2

Montgomery, Patricia	ERI Roll Off	6th/7th Grade Center	Retirement	6/30/2020
Nolen, Lea Ann	ERI Roll Off	High School	Retirement	6/30/2020
Palmer, Alicia	Cheer Coach-Asst.	Athletics	Resignation	2/29/2020
Pedicord, Nancy	ERI Roll Off	Jarman	Retirement	6/30/2020
Pittman, Steven	ERI Roll Off	6th/7th Grade Center	Retirement	6/30/2020
Randolph, Grace	Tutor	Rosa Parks	Resignation	2/3/2020
Roark, Kimberly	ERI Roll Off	Boevers	Retirement	6/30/2020
Snowbarger, Linda	ERI Roll Off	Darnaby	Retirement	6/30/2020
Sparling, Michael	Activity Worker	High School	Resignation	2/23/2020
Stauffer, John	ERI Roll Off	ESC	Retirement	6/30/2020
Storm, Richard	ERI Roll Off	Alt Ed	Retirement	6/30/2020
Tate, Katherine	Tutor	Peters	Resignation	6/30/2020
Tomlinson, Terri	ERI Roll Off	6th/7th Grade Center	Retirement	6/30/2020
Walker, Alexis	Kindergarten	Ochoa	Resignation	6/30/2020
Walker, Melody	ERI Roll Off	Clark	Retirement	6/30/2020
Wall, Kimberly	Language Arts ERI	6th/7th Grade Center	Resignation	6/30/2020
Wolfe, Benjamin	Roll Off	6th/7th Grade Center	Retirement	6/30/2020

## SUPPORT

NAME	POSITION	LOCATION	REASON	EFFECTIVE DATE
Cacoperdo, Heather	Child Nutrition Worker	Child Nutrition	Resignation	2/28/2020
Chaudhry, Tahira	PreK Aide Sub	Jefferson	Resignation	6/30/2020
Cook, Pantera	Aide	Jarman	Resignation	3/3/2020
Garcia, Lesley	EDP Assistant	EDP	Resignation	1/17/2020
Gonzalez Lara, Cristina	Child Nutrition Worker	Clark	Resignation	1/31/2020
Harker, Davis	Intern	Operations	Resignation	2/26/2020
Jackson, Herbert	Aide	6th/7th Grade Center	Resignation	2/21/2020
Lightner, Myles	Custodian-Lead	Jarman	Resignation	2/19/2020
Lindsey, Diana	Aide Sub	Moore	Resignation	6/30/2020
Lopez, Vanessa	Custodian	Rosa Parks	Resignation	2/14/2020
Lujan, Norma	Child Nutrition Sub	Child Nutrition	Resignation	3/12/2020
Palmer, Michael	Bus Driver	Transportation	Resignation	1/16/2020
Perez Vivas, Bienvenido	Grounds Equip Operator	Operations	Resignation	1/23/2020
Pick, Joann	Child Nutrition Manager	Cedar Ridge	Retirement	6/1/2020
Probst, Grace	Band Intern	High School	Resignation	3/1/2020
Turner, Mary	Communications Spec	ESC	Resignation	3/13/2020
Wenglewski, Chance	Intern	Operations	Resignation	2/26/2020



**Resignations & Terminations****4/16/2020****Page 3****SUSTITUTE**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>REASON</b>	<b>EFFECTIVE DATE</b>
Curry, Melanie	Long-Term	ESC	Resignation	3/9/2020
Land, Julie	Non-Certified	ESC	Resignation	3/12/2020
Rowell, Judy	Union Retiree	ESC	Resignation	3/12/2020

I recommend the Board consider and vote to affirm the resignations/terminations listed below for the 2018-2019 school year:

**CERTIFIED**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>REASON</b>	<b>EFFECTIVE DATE</b>
Durani, Tanweer	PreK Aide Sub	Boevers	Resignation	6/30/2019
Fitts, Jill	ELL Monitor	ELL	Resignation	6/30/2019
Hickman, Donna	ELL Monitor	ELL	Resignation	6/30/2019
Linehan, Molly	ELL Monitor	ELL	Resignation	6/30/2019
Ludewick, Cynthia	ELL Monitor	ELL	Resignation	6/30/2019
Martin, Blake	Tutor	Moore	Resignation	6/30/2019
Peralta, Benjamin	Interpreter	ELL	Resignation	6/30/2019
Peralta, Tracy	ELL Monitor	ELL	Resignation	6/30/2019
Puleo, Paola	Interpreter	ELL	Resignation	6/30/2019
Ridge, Jessica	Activity Worker	Jarman	Resignation	6/30/2019
Smith, Barbara	ELL Monitor	ELL	Resignation	6/30/2019
Stamatoyannakis, Martina	Tutor	Freshman Academy	Resignation	6/30/2019
Vance, Karen	ELL Monitor	ELL	Resignation	6/30/2019
Watson, Mary	Tutor	Clark	Resignation	6/30/2019

**SUPPORT**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>REASON</b>	<b>EFFECTIVE DATE</b>
Bradley, Jennifer	Child Nutrition Clerical	Child Nutrition	Resignation	6/30/2019
Chance, Robert	Child Nutrition Clerical	Child Nutrition	Resignation	6/30/2019
Conde, Wilson	Interpreter	ELL	Resignation	6/30/2019
Dodd, Lekenna	Child Nutrition Worker	Child Nutrition	Resignation	6/30/2019
Fisher, Tammy	Tutor	Clark	Resignation	6/30/2019
Guerrero, Mary	Child Nutrition Clerical	Child Nutrition	Resignation	6/30/2019
Harmon, Allison	Intern	Human Resources	Resignation	8/31/2018
Maurer, Lauri	Special Ed Aide Sub	6th/7th Grade Center	Resignation	6/30/2019
Mitsdarfer, Tracy	PreK Aide Sub	Moore	Resignation	6/30/2019
Wardlow, Tristan	Child Nutrition Warehouse Worker	Warehouse	Resignation	6/30/2019
Wolfe, Benjamin	Spring Break/Summer Driver	Transportation	Resignation	6/30/2019






Union Public Schools  
Independent District #9

Jay Loegering, SPHR  
Executive Director  
of Human Resources

## MEMORANDUM

TO: Dr. Kirtis Hartzler, Superintendent

FROM: Jay Loegering 

DATE: April 16, 2020

RE: Personnel Recommended To Be Hired for the 2019-2020 School Year

### Recommendation

I recommend the Board consider and vote to approve the effective dates of those employees the Board authorized the Executive Director of Human Resources to hire/rehire on their behalf and to authorize the employment changes and other payments between July 1, 2019 and June 30, 2020.

### CERTIFIED - HIRES

NAME	POSITION	LOCATION	CONTRACT TYPE	EFFECTIVE DATE
Marsh, Taylor	Teacher	Ochoa	Temporary	2/24/2020
Slemp, Amber	Cheer Coach-Varsity Head	Athletics	Temporary	3/3/2020

\* Potential Professional Development Payment as per Provisional Pay Scale

### CERTIFIED - CHANGE/TRANSFER

NAME	POSITION	LOCATION	REASON	EFFECTIVE DATE
Arnold, Alexandra	Certified Lead	Jarman	Change/Transfer	3/30/2020
Bowen, Emmet	GATE Teacher	Various Locations	Change/Transfer	8/10/2020
Brown, Ashley	Language Arts	Rosa Parks	Change/Transfer	7/1/2019
Cole, Melodie	Dept. Chair	6th/7th Grade Center	Change/Transfer	9/16/2019
Debenedetti, Caroline	Language Arts	Rosa Parks	Change/Transfer	7/1/2019
Denegar, Kaylisa	5th Grade	Boevers	Change/Transfer	8/16/2019
Devadhas, Joy	Nurse	Moore	Change/Transfer	8/10/2020
Elnaddaf, Fatme	Language Arts	Grove	Change/Transfer	7/1/2019
Fritz, Karen	Psychologist	Freshman Academy	Change/Transfer	8/16/2019
Gelnar, Macy	Language Arts	Ochoa	Change/Transfer	7/1/2019
Kalfas, Amber	Language Arts	Jefferson	Change/Transfer	7/1/2019
Krohner, Noah	Psychologist	Various Locations	Change/Transfer	8/16/2019
Landers, Stephanie	Language Arts	Rosa Parks	Change/Transfer	7/1/2019
Miller, Connie	ERI Teacher	Anderson	Change/Transfer	7/1/2019
Montgomery, Patricia	ERI Teacher	6th/7th Grade Center	Change/Transfer	7/1/2019

**Recommendations to Hire****4/162020****Page 2**

Posey, Kristi	English	High School	Change/Transfer	8/10/2020
Robles, Tiffany	Language Arts	Ochoa	Change/Transfer	7/1/2019
Shotts, Lisa	Language Arts	Ochoa	Change/Transfer	7/1/2019
Thorngurg, Morgan	Language Arts	Jarman	Change/Transfer	7/1/2019
Washington, Holly	Counselor	Freshman Academy	Change/Transfer	3/2/2020

**CERTIFIED - ADDITIONAL ASSIGNMENTS**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>REASON</b>	<b>EFFECTIVE DATE</b>
Bearden, Becca	Certified Lead	Jarman	Additional	3/25/2020
Beattie, Debra	TOY Stipend	Alt Ed	Additional	2/18/2020
Blankenship, Allistir	Stipend	Rosa Parks	Additional	1/27/2020
Collins, Betty	TOY Stipend	8th Grade Center	Additional	2/18/2020
Dake, Lacey	TOY Stipend	Jarman	Additional	2/18/2020
Donalson, Heide	TOY Stipend	Rosa Parks ECEC	Additional	2/18/2020
Eakes, Angela	TOY Stipend	Ochoa	Additional	2/18/2020
Elizarraras, Brandon	Baseball Coach-JV Asst.	Freshman Academy	Additional	3/6/2020
Fallis, Kelsey	TOY Stipend	Freshman Academy	Additional	2/18/2020
Fields, Michael	TOY Stipend	6th/7th Grade Center	Additional	2/18/2020
Gooding, Tori	Tutor	Ochoa	Additional	3/2/2020
Hamilton, Brittany	TOY Stipend	Rosa Parks	Additional	2/18/2020
Howard, Glenn	TOY Stipend	High School	Additional	2/18/2020
Hyde, Allison	Summer School Media Spec.	Jefferson	Additional	5/1/2020
King, Rebecca	TOY Stipend	Clark	Additional	2/18/2020
Lahti, Merry	TOY Stipend	Moore	Additional	2/18/2020
Lee, Alisa	TOY Stipend	Andersen	Additional	2/18/2020
Loomis, Alexandra	Certified Lead	Jefferson	Additional	4/9/2020
McElveen, Lindsay	Certified Lead	Jefferson	Additional	3/24/2020
McKethan, Charleen	Certified Lead	Jarman	Additional	3/23/2020
Miller, Tara	TOY Stipend	Darnaby	Additional	2/18/2020
Muldowney, Teresa	Stipend	Clark	Additional	1/6/2020
Murray, Mary	TOY Stipend	McAuliffe	Additional	2/18/2020
Neuenschwander, Mary	Certified Lead	Clark	Additional	1/6/2020
Nigam, Megan	TOY Stipend	Boevers	Additional	2/18/2020
Olsen, Victoria	TOY Stipend	Jefferson	Additional	2/18/2020
Potter, Jeri	TOY Stipend	Grove	Additional	2/18/2020
Ransom, Stacy	Tutor	Jefferson	Additional	3/24/2020
Skeie, Brooklyn	Certified Lead	Jefferson	Additional	3/24/2020
Snowbarger, Lynnelle	TOY Stipend	6th/7th Grade Center	Additional	2/18/2020
Speaker, Melissa	TOY Stipend	Peters	Additional	2/18/2020
Strom, Kim	TOY Stipend	Cedar Ridge	Additional	2/18/2020

**Recommendations to Hire****4/16/2020****Page 3**

Taylor, Michelle	Certified Lead	Jefferson	Additional	3/3/2020
Thorman, Trevor	Activity Worker	High School	Additional	2/19/2020
Weeks, Kimberly	Assistant Sub	McAuliffe	Additional	1/27/2020
Wilber, Sabrina	Certified Lead	Rosa Parks	Additional	1/27/2020

**SUPPORT - HIRES**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>CONTRACT TYPE</b>	<b>EFFECTIVE DATE</b>
Claxton, Krystal	Aide	Clark	Temporary	3/2/2020
Corona, Carlos	EDP Assistant	EDP	Temporary	2/18/2020
Cruz, Emilia	Aide	Rosa Parks ECEC	Provisional	3/10/2020
Dominguez Aguilar, Araceli	Lunch Duty	McAuliffe	Provisional	3/10/2020
Fourkiller, Charlotte	Bus Driver Trainee	Transportation	Provisional	3/2/2020
Garcia, Raul	Custodian Sub	Operations	Provisional	3/2/2020
Johnson, Logan	Aide Sub	6th/7th Grade Center	Provisional	3/16/2020
Kittell, Thomas	EDP Assistant	Grove	Temporary	3/6/2020
Medina Jaime, Yesica	Child Nutrition Custodian	Moore	Temporary	2/18/2020
Noviski, William	Custodian	Grove	Temporary	3/9/2020
Nubine, Willie	Custodian	Moore	Temporary	2/19/2020
Obispo, Veronica	Aide	Clark	Temporary	2/19/2020
Orozco DeHuizar, Margarit	Custodian	8th Grade Center	Temporary	2/19/2020
Peel, Cody	Aide	Cedar Ridge	Temporary	2/26/2020
Richardson, Moira	Aide	Jarman	Temporary	2/28/2020
Shelton, Christie	Lunch Duty	Grove	Provisional	3/12/2020
Wilson, Valorie	Aide	Boevers	Temporary	3/2/2020
Wood, Grant	Security Guard	Athletics	Provisional	3/11/2020
Yandell, Jeremiah	Sr. Budget Specialist	ESC	Temporary	3/2/2020

Employees hired for provisional duties similar to primary assignment may be paid their regular rate of pay per USPA schedule.

**SUPPORT - CHANGE/TRANSFER**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>REASON</b>	<b>EFFECTIVE DATE</b>
Banning, Bridgette	EDP Assistant	EDP	Change/Transfer	2/6/2020
Bright, Mary	Bus Driver Sub	Transportation	Change/Transfer	2/10/2020
Cash, William	Intern	Warehouse	Change/Transfer	5/1/2020
Dunlap, Dana	Secretary	High School	Change/Transfer	3/2/2020
Garcia, Lucero	Receptionist	Ochoa	Change/Transfer	2/26/2020
Luna Castillo, Bertha	Custodian-Lead	Jarman	Change/Transfer	2/20/2020
Miller, Katherine	Sr. Finance Clerk	Treasury	Change/Transfer	3/16/2020
Olivas DeTorres, Maria	Child Nutrition Asst Mngr	Jarman	Change/Transfer	2/26/2020
Padilla, Alejandra	Child Nutrition Worker	Clark	Change/Transfer	3/2/2020
Washington, Kandee	Aide	Freshman Academy	Change/Transfer	2/19/2020

**Recommendations to Hire****4/16/2020****Page 4****SUPPORT - ADDITIONAL ASSIGNMENTS**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>REASON</b>	<b>EFFECTIVE DATE</b>
Brown, Carla	EDP Sub	EDP	Additional	2/25/2020
Colquitt, Diamond	PreK Aide Sub	McAuliffe	Additional	2/25/2020
Contreras Sambrano, Maria	Summer School Secretary	Boevers	Additional	6/1/2020
Corona, Carlos	Lunch Duty	Rosa Parks	Additional	2/18/2020
Cuevas Medina, Karla	Interpreter	ELL	Additional	3/6/2020
Diaz De Maldonado, Yelgici	Summer School Secretary	Rosa Parks	Additional	6/1/2020
Fleming, Shirley	PreK Aide Sub	Jefferson	Additional	2/25/2020
Jordan, Sheree	Summer School Secretary	McAuliffe	Additional	6/1/2020
Long, Cynthia	Special Ed Aide Sub	Grove	Additional	2/21/2020
Martinez, Natali	Summer School Secretary	McAuliffe	Additional	6/1/2020
McAfee, Darin	Athletic Game Manager	High School	Additional	3/4/2020
Obispo, Veronica	Interpreter	ELL	Additional	3/1/2020
Putman, Shari	Special Ed Aide Sub	Grove	Additional	2/26/2020
Rodriguez, Belen	Non-Certified Asst	Ochoa	Additional	2/20/2020
Sanders, Ashley	Child Nutrition Sub	Child Nutrition	Additional	3/23/2020
Walker, Tyler	Theater Mgr. Weekend	UPAC	Additional	3/1/2020
Wilson, Valorie	Non-Certified Asst Sub	Boevers	Additional	3/4/2020
Wilson, Valorie	Tutor	Boevers	Additional	3/4/2020
Wood, Grant	Security Guard	Various Locations	Additional	3/11/2020

**SUBSTITUTE - HIRES**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>CONTRACT TYPE</b>	<b>EFFECTIVE DATE</b>
Coble, Ryan	Non-Certified	ESC	Provisional	3/4/2020
Harrison, William	Certified	ESC	Provisional	3/4/2020
Patel, Kailasben	Non-Certified	ESC	Provisional	3/4/2020

**SUBSTITUTE - ADDITIONAL**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>CONTRACT TYPE</b>	<b>EFFECTIVE DATE</b>
Cairl, Judith	Union Retiree	ESC	Additional	3/2/2020
Durante, Joanna	Certified	ESC	Additional	3/2/2020
Otterstrom, Ronica	Non-Certified	ESC	Additional	3/2/2020
Stevenson, Suzanne	Long-Term	ESC	Additional	3/4/2020



Union Public Schools  
Independent District #9

Catherine L. Bentley, CPA  
Director of Financial Reporting/Treasury

To: Dr. Kirt Hartzler  
From: Cathy Bentley *ch*  
Date: April 15, 2020  
Re: Board Surplus Recommendation

RECOMMENDATION:

I recommend the Board of Education approve the items listed on the attached form to be declared surplus. I also recommend the technology equipment be donated or sold to Natural Evolution, employees, or the public. All non-technical equipment listed will be donated or sold to the public.

DISCUSSION:

All technically related equipment listed not sold to employees or the public or donated to PC Power will be picked up and disposed of in an ecologically proper manner by Natural Evolutions. Non-technical equipment will be donated or sold to the public.

BID NUMBER

FUNDING:

All payments for surplus will be deposited in the general fund.

ATTACHMENTS:

Equipment lists from multiple school sites.

cc: Dr. Trish Williams  
Kammie Sawyer-Parker  
Todd Borland  
Jessica Wright *sw*



Board Surplus Recommendation  
Federal Funds  
April 2020

Old Asset #	New Asset #	Serial #	Make/Model	Description	Fund	Grant	FY Purchased	Reason for Disposal	Site Departing	Qty
	60005639	SB660R2710466	SMART SB660	SMART BOARD	11	0517	11/2010	UNUSABLE	JEFFERSON	1

**Board Surplus Recommendation  
Non Federal Funds  
April 2020**

Old Asset #	New Asset #	Serial #	Make/Model	Description	Fund	Grant	FY Purchased	Reason for Disposal	Site Departing	Qty
	ES4108	82281-08	SCHROETTER	1/2 BASS	N/A	N/A	N/A	BROKEN	6/7TH GRADE	1
	TN4104	1970	TONARELL	1/2 BASS	N/A	N/A	N/A	BROKEN	6/7TH GRADE	1
	ES4112	82281-02	SCHROETTER	1/2 BASS	N/A	N/A	N/A	BROKEN	6/7TH GRADE	1
	VS4103	NONE FOUND	NONE FOUND	1/2 BASS	N/A	N/A	N/A	BROKEN	6/7TH GRADE	1
	KN4105	20731	KNILLING	1/2 BASS	N/A	N/A	N/A	BROKEN	6/7TH GRADE	1
	EA2501	2001-VAID0-14"	EASTMAN 14"	VIOLA	N/A	N/A	N/A	BROKEN	6/7TH GRADE	1
	NONE	1988	TONARELL	1/2 BASS	N/A	N/A	N/A	BROKEN	6/7TH GRADE	1
	TN4104	1985	TONARELL	1/2 BASS	N/A	N/A	N/A	BROKEN	6/7TH GRADE	1
	NONE	VB009	PALLOTENO	1/2 BASS	N/A	N/A	N/A	BROKEN	6/7TH GRADE	1
	20104826	F9FTVD13HLF9	APPLE MP2F2LL/A	I PAD	35	N/A	12/2015	STOLEN	CEDAR RIDGE	1
	60104825	F9FTVPCYHLF9	APPLE MP2F2LL/A	I PAD	37	N/A	6/2017	STOLEN	CEDAR RIDGE	1
	60104826	F9FTVD13HLF9	APPLE MP2F2LL/A	I PAD	37	N/A	6/2017	STOLEN	CEDAR RIDGE	1
	60122249	GG7X7ZH9JF8J	APPLE MR7F2LL/A	I PAD	81	N/A	6/2017	STOLEN	CEDAR RIDGE	1
	60122255	GG7X7TSNJF8J	APPLE MR7F2LL/A	I PAD	81	N/A	6/2017	STOLEN	CEDAR RIDGE	1
	60122253	GG7X7TU7JF8J	APPLE MR7F2LL/A	I PAD	81	N/A	6/2017	STOLEN	CEDAR RIDGE	1
	20041819	PBM6TX4	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20041808	PBM6FT6	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20041807	PBM6FL6	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20041806	PBM6LD4	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20041805	PBM6FM2	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20041817	PBM6FT3	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20041812	PBM6KX7	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20041818	PBM6XX6	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20041810	PBM6FM1	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20041809	PBM5RW9	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20036478	PBM6KX9	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20036483	PBM6FN2	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20036484	PBM6LE3	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20036480	PBM6KX0	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20041811	PBM6KT7	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
20036477	60120278	PBM6FF9	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20036481	PBM6KT8	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20036479	PBM6LA8	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20041815	PBM6LN7	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20041816	PBM6LE1	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20041814	PBM6LC4	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20041813	PBM6FN1	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20036476	PBM5TL0	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20036474	PBM6FP2	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20036472	PBM6KT3	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20036473	PBM6YE7	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20036475	PBM6LC6	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20036482	PBM6FL7	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20036485	PBM5VB9	DELL X131E	LAPTOP	33	N/A	12/2013	UNUSABLE	DARNABY	1
	20102289	CN0KW14V742614BT1L4S	DELL P2214HB	MONITOR	30	N/A	2/2015	BROKEN	DARNABY	1
	60009608	W70167350	WINDSOR	VACUUM	34	N/A	6/2009	BROKEN	FRESHMAN ACADEMY	1
	60009612	W70167355	WINDSOR	VACUUM	34	N/A	6/2009	BROKEN	FRESHMAN ACADEMY	1
	60009605	Z70255429	WINDSOR	VACUUM	34	N/A	6/2009	BROKEN	FRESHMAN ACADEMY	1
	60009613	W70167278	WINDSOR	VACUUM	34	N/A	6/2009	BROKEN	FRESHMAN ACADEMY	1
	60109829	151400076	ADVANCE	VACUUM	34	N/A	6/2009	BROKEN	FRESHMAN ACADEMY	1
	60009964	W70170858	WINDSOR	VACUUM	39	N/A	12/2009	BROKEN	FRESHMAN ACADEMY	1
	60013688	Z70255422	WINDSOR	VACUUM	31	N/A	6/2012	BROKEN	FRESHMAN ACADEMY	1

Board Surplus Recommendation  
Non Federal Funds  
April 2020

Old Asset #	New Asset #	Serial #	Make/Model	Description	Fund	Grant	FY Purchased	Reason for Disposal	Site Departing	Qty
60013689		Z70255423	WINDSOR	VACUUM	31	N/A	6/2012	BROKEN	FRESHMAN ACADEMY	1
NONE		22684	WINDSOR	WET VAC	N/A	N/A	N/A	BROKEN	FRESHMAN ACADEMY	1
20039591		15MV6K1	DELL 3130	LASER PRINTER	39	N/A	5/2010	BROKEN	HIGH SCHOOL	1
20104877		BT06F52	DELL 2860DN	LASER PRINTER	35	N/A	3/2016	BROKEN	HIGH SCHOOL	1
60103127		GP97F52	DELL 3760DN	LASER PRINTER	36	N/A	3/2017	BROKEN	HIGH SCHOOL	1
60005600		MSAF171087L	EPSON H343A	PROJECTOR	31	N/A	12/2011	UNUSABLE	JEFFERSON	1
NONE		NONE FOUND	IROVER ROYAL	SMART BOARD CART	N/A	N/A	N/A	UNUSABLE	JEFFERSON	1
20037668		7Q1J4K1	DELL 760	CPU	39	N/A	7/2009	UNUSABLE	ROY CLARK	1
20038822		3FY9LK1	DELL 760	CPU	39	N/A	9/2009	UNUSABLE	ROY CLARK	1
20039582		WMP0WJB00281	LINKSYS	SWITCH	11	N/A	1/2001	UNUSABLE	TECHNOLOGY	1
20005125		FHK0633X1UG	CISCO CATALYST 2950	SWITCH	32	N/A	11/2002	UNUSABLE	TECHNOLOGY	1
20005481		CAT0717Z1PB	CISCO CATALYST 3550	SWITCH	33	N/A	6/2003	UNUSABLE	TECHNOLOGY	1
20020612		FHK0717W104	CISCO CATALYST 2950	SWITCH	33	N/A	6/2003	UNUSABLE	TECHNOLOGY	1
20005484		CAT0717Y086	CISCO CATALYST 3550	SWITCH	33	N/A	6/2003	UNUSABLE	TECHNOLOGY	1
20029270		CAT0932R027	CISCO CATALYST 3560	SWITCH	35	N/A	10/2005	UNUSABLE	TECHNOLOGY	1
20025011		F0C1236U1YU	CISCO CATALYST 2960G	SWITCH	34	N/A	11/2008	UNUSABLE	TECHNOLOGY	1
20025001		F0C1236U1Z9	CISCO CATALYST 2960G	SWITCH	34	N/A	11/2008	UNUSABLE	TECHNOLOGY	1
20038139		FD01313X17E	CISCO CATALYST 3750	SWITCH	39	N/A	7/2009	UNUSABLE	TECHNOLOGY	1
20038389		FD01321Y1GH	CISCO CATALYST 3750	SWITCH	39	N/A	8/2009	UNUSABLE	TECHNOLOGY	1
60106969		GT0RJD1	DELL 1409X	PROJECTOR	39	N/A	9/2009	BROKEN	TECHNOLOGY	1
60119581		F0C1719X2AW	CISCO CATALYST 2960S	SWITCH	33	N/A	6/2013	UNUSABLE	TECHNOLOGY	1
20102062		8MW3R02	DELL VENUE	TABLET	34	N/A	2/2015	BROKEN	TECHNOLOGY	1
NONE		CAT1021R27J	CISCO CATALYST 3560	SWITCH	N/A	N/A	N/A	UNUSABLE	TECHNOLOGY	1





Union Public Schools ISD 009  
Purchase Orders by Number Report  
March 1, 2020 to March 31, 2020



PO Number	PO Date	Vendor #	Vendor Name	DBA	Description	Fund *	PO Amount
22005196	3/9/2020	29760	AIRCO SERVICE INC		EPO FIRE LINE REPAIR	11	109.00
22005197	3/2/2020	91	DELL MARKETING LP		LAPTOPS	21	24,960.60
22005198	3/2/2020	12584	SHELLY BEATY	TESTING WITH SUCCESS TESTING CO	WORKSHOP FOR STUDENTS	11	4,500.00
22005199	3/2/2020	13306	TERESA L JONES	THE FLOWER SHOP FONTANA	FLOWER ARRANGEMENTS	60	400.00
22005200	3/2/2020	15118	BC GROUP HOLDINGS INC	ID WHOLESALER	COLOR RIBBON	11	189.00
22005201	3/2/2020	15278	ELIZABETH CASTILLO		COMMUNITY ED REFUND	11	50.00
22005202	3/2/2020	72890	ATWELL ROOFING CO INC		ROOF TESTING	39	1,400.00
22005203	3/2/2020	498136	LOWES COMPANIES INC		TECHNOLOGY SUPPLIES	11	1,000.00
22005204	3/2/2020	754300	SCHOLASTIC INC		BOOKS	11	620.40
22005205	3/2/2020	11053	FOLLETT SCHOOL SOLUTIONS		BOOKS	11	1,264.10
22005206	3/2/2020	14042	WALMART INC		MILK PRODUCTS	11	200.00
22005207	3/2/2020	15268	MELISSA WILSON		EDP REFUND	11	155.00
22005208	3/2/2020	15274	CODY PEEL		PROFESSIONAL SERVICES	11	57.25
22005209	3/2/2020	15277	LITERACY RESOURCES LLC	HEGGERTY PHONEMIC AWARENESS	BOOKS	11	171.98
22005210	3/2/2020	100607	DANIELLE BRINLEE		TRAVEL	11	520.00
22005211	3/2/2020	269000	BLICK ART MATERIALS LLC	DICK BLICK COMPANY	SUPPLIES	11	183.70
22005212	3/2/2020	348105	FRANKLIN COVEY CLIENT SALES INC	FRANKLIN COVEY COMPANY	REGISTRATION	11	29.99
22005213	3/2/2020	479400	LAKESHORE EQUIPMENT COMPANY	LAKESHORE LEARNING MATERIALS	SUPPLIES	11	1,492.98
22005214	3/2/2020	479400	LAKESHORE EQUIPMENT COMPANY	LAKESHORE LEARNING MATERIALS	SUPPLIES	11	327.99
22005215	3/2/2020	498136	LOWES COMPANIES INC		EQUIPMENT	39	189.05
22005216	3/2/2020	696645	PUSH PEDAL PULL INC		REPAIR	60	250.00
22005217	3/2/2020	719210	REALLY GOOD STUFF LLC		BOOKS	11	268.79
22005218	3/2/2020	737938	DRI-STICK DECAL CORP	RYDIN DECAL	SUPPLIES	60	495.00
22005219	3/2/2020	754300	SCHOLASTIC INC		BOOKS	11	493.86
22005220	3/2/2020	820890	SWEETWATER SOUND INC		SOFTWARE	11	89.00
22005221	3/3/2020	2358	MIKE VORE		MILEAGE	11	250.00
22005222	3/3/2020	2369	UNITED RENTALS NORTH AMERICA	UNITED RENTALS NORTH AMERICA INC	EQUIPMENT RENTAL	11	846.33
22005223	3/3/2020	8629	THE ARISTOTLE CORPORATION	NASCO	ART SUPPLIES	11	346.68
22005224	3/3/2020	14694	PUBLIC RELATIONS SOCIETY OF AMERICA INC		REGISTRATION	11	1,495.00
22005225	3/3/2020	15201	NATIONAL ASSOCIATION OF FEDERAL EDUCATION		MEMBERSHIP/SUBSCRIPTION	11	100.00
22005226	3/3/2020	166143	CDW LLC	CDW GOVERNMENT LLC	LAPTOP CARTS	11	2,396.04
22005227	3/3/2020	269000	BLICK ART MATERIALS LLC	DICK BLICK COMPANY	ART SUPPLIES	11	128.04
22005228	3/3/2020	5068	STATE OF OKLAHOMA BOARD OF REGENTS OF THE		REGISTRATION FEE	60	90.00
22005229	3/3/2020	11053	FOLLETT SCHOOL SOLUTIONS		MEDIA BOOKS	39	1,617.12
22005230	3/3/2020	15285	KATHY BOEN		ACH RETURNED	11	781.53
22005231	3/3/2020	25246	ADMIRAL EXPRESS INC		STUDENT SUPPLIES	81	200.00
22005232	3/3/2020	234072	COVERMASTER INC		FLOOR COVERING (BUYBOARD)	39	18,749.91
22005233	3/3/2020	489000	LENNOX INDUSTRIES	LENNOX PARTS PLUS	HVAC	11	1,500.00
22005234	3/4/2020	103	PYRAMID EDUCATIONAL CONSULTANTS INC		REGISTRATION	11	5,535.00
22005235	3/4/2020	196	THEATRICAL ACCOUNTING SERVICES LTD		PROM 2020 - LIGHTS	60	1,187.30
22005236	3/4/2020	2327	JTM PROVISIONS COMPANY, INC		COMM PROC FY 19/20	22	7,852.25
22005237	3/4/2020	4984	BERRY ENTERPRISES INC	CORN POPPER, THE	FOOD SUPPLIES	60	100.00
22005238	3/4/2020	10164	FUN EXPRESS LLC		SOCIAL/EMOTIONAL SUPPLIES	11	199.80
22005239	3/4/2020	11688	CATHY L DAMEN		TRAVEL	11	165.00
22005240	3/4/2020	12216	NORTHSTAR AV		A/V SUPPLIES	11	32.98
22005241	3/4/2020	12312	GOODYEAR TIRE AND RUBBER CO THE	GOODYEAR COMMERCIAL TIRE AND	TIRES	11	3,413.88
22005242	3/4/2020	12635	HENDERSON ENGINEERS INC		HVAC SYSTEM UPGRADES	39	45,750.00
22005243	3/4/2020	12692	E3 DIAGNOSTICS, INC	E3 GORDON STOWE	AUDIOMETER REPAIRS	11	1,400.00





Union Public Schools ISD 009  
Purchase Orders by Number Report  
March 1, 2020 to March 31, 2020



PO Number	PO Date	Vendor #	Vendor Name	DBA	Description	Fund *	PO Amount
22005244	3/4/2020	13946	CONNECTED KIDS INC		REGISTRATION	11	1,000.00
22005245	3/4/2020	14042	WALMART INC		CLASSROOM SUPPLIES	11	1,000.00
22005246	3/4/2020	15185	JONATHAN ULIBARRI		PROFESSIONAL SERVICES	11	3.31
22005247	3/4/2020	15241	REGENTS OF THE UNIVERSITY OF COLORADO		REGISTRATION FEE	60	500.00
22005248	3/4/2020	15279	VALORIE WILSON		PROFESSIONAL SERVICES	11	57.25
22005249	3/4/2020	15282	JONNI MORGAN		EDP REFUND	11	200.00
22005250	3/4/2020	15283	CHANTE STEWART		PROFESSIONAL SERVICES	11	57.25
22005251	3/4/2020	25246	ADMIRAL EXPRESS INC		GRADUATION SUPPLIES	60	700.00
22005252	3/4/2020	72070	ASSOCIATED PARTS AND SUPPLY		CHILD NUTRITION PARTS	22	800.00
22005253	3/4/2020	76040	B AND H FOTO AND ELECTRONICS	B & H PHOTO AND VIDEO	TECHNOLOGY SUPPLIES	11	119.36
22005254	3/4/2020	100088	REAL WIRELESS INC	CELLPHONE HOSPITAL	STUDENT IPAD REPAIR	60	500.00
22005255	3/4/2020	100313	SCHOLASTIC LIBRARY PUBLISHING, INC		CLASSROOM BOOKS	11	2,397.40
22005256	3/4/2020	237630	CUMMINS SOUTHERN PLAINS LLC		PARTS AND REPAIRS	11	10,000.00
22005257	3/4/2020	406000	HEATWAVE MANUFACTURING & SUPPLY CO	HEATWAVE SUPPLY	CHILD NUTRITION PARTS	22	2,000.00
22005258	3/4/2020	406000	HEATWAVE MANUFACTURING & SUPPLY CO	HEATWAVE SUPPLY	GARBAGE DISPOSAL	22	3,104.48
22005259	3/4/2020	475000	L AND M OFFICE FURNITURE LLC		FURNITURE	39	540.96
22005260	3/4/2020	498136	LOWES COMPANIES INC		ECEC PROGRAM SUPPLIES	11	100.00
22005261	3/4/2020	536500	METRO BUILDERS SUPPLY INC	METRO APPLIANCES & MORE ACCT 2309	DISHWASHER	11	1,284.00
22005262	3/4/2020	598545	OKLAHOMA SCHOOL PSYCHOLOGICAL ASSOCIATION		REGISTRATION	11	810.00
22005263	3/4/2020	676600	GARY PINKERTON		PROM SUPPLIES	60	423.00
22005264	3/4/2020	745300	SAMS CLUB DIRECT		FOOD AND RELATED SUPPLIES	60	800.00
22005265	3/4/2020	758027	SCHOOL SPECIALTY INC		SPEC ED SUPPLIES	11	63.68
22005266	3/4/2020	758027	SCHOOL SPECIALTY INC		CLASSROOM BOOKS	11	1,378.50
22005267	3/4/2020	881600	TULSA WINNELSON COMPANY		CHILD NUTRITION PARTS	22	800.00
22005268	3/5/2020	5068	STATE OF OKLAHOMA BOARD OF REGENTS OF THE		REGISTRATION	11	360.00
22005269	3/5/2020	11053	FOLLETT SCHOOL SOLUTIONS		MEDIA BOOKS	39	614.63
22005270	3/5/2020	13770	KEVIN LEE MCWATTERS	THE ENDURO GROUP LLC	TRACK OFFICIAL	60	990.00
22005271	3/5/2020	14042	WALMART INC		FOOD AND SUPPLIES	60	50.00
22005272	3/5/2020	14042	WALMART INC		SPEC EDUCATION SUPPLIES	11	50.00
22005273	3/5/2020	14042	WALMART INC		SPEC ED SUPPLIES	11	50.00
22005274	3/5/2020	14109	JACKSON HUNTER ENTERPRISES	OKLAHOMA INK	KEY CLUB SPIRITWEAR	60	400.00
22005275	3/5/2020	15162	METROPOLITAN TULSA TRANSIT AUTHORITY		STUDENT BUS TOKENS	60	70.00
22005276	3/5/2020	15280	KRYSTAL CLAXTON		PROFESSIONAL SERVICES	11	57.25
22005277	3/5/2020	15281	MOIRA RICHARDSON		PROFESSIONAL SERVICES	11	57.25
22005278	3/5/2020	15288	CADENCE TERRY		EDP REFUND	11	110.00
22005279	3/5/2020	15289	ASHLEY ELLIS		EDP REFUND	11	200.00
22005280	3/5/2020	745300	SAMS CLUB DIRECT		SENIOR 2020 RECEPTION	60	200.00
22005281	3/5/2020	745300	SAMS CLUB DIRECT		FOOD AND SUPPLIES	60	75.00
22005282	3/5/2020	745300	SAMS CLUB DIRECT		FOOD AND SUPPLIES	60	125.00
22005283	3/5/2020	895640	VARSITY BRANDS HOLDING CO	U S GAMES	HYDRATION STATIONS	39	850.00
22005284	3/5/2020	922100	VWR FUNDING INC	WARDS SCIENCE	SUPPLIES	11	735.84
22005285	3/6/2020	11109	UNION REDSKINS SPECIAL OLYMPICS BOOSTER CLUB		ENTRY FEE	11	392.00
22005286	3/6/2020	12098	STEVEN P STEARMAN	PRECISION FIRE PROTECTION LLC	PIPE LEAK REPAIR	11	5,500.00
22005287	3/6/2020	12532	CURTIS MAYO		GAME OFFICIAL	11	50.00
22005288	3/6/2020	13700	REXEL USA INC		MULTIMETER	37	429.99
22005289	3/6/2020	13769	COUGHLAN COMPANIES LLC	CAPSTONE, CAPSTONE CLASSROOM	CLASSROOM BOOKS	11	1,501.77
22005290	3/6/2020	13826	BRENDAN MARTIN		GAME OFFICIAL	11	160.00
22005291	3/6/2020	13853	DAVID CIRIACO		GAME OFFICIAL	11	160.00





Union Public Schools ISD 009  
Purchase Orders by Number Report  
March 1, 2020 to March 31, 2020



PO Number	PO Date	Vendor #	Vendor Name	DBA	Description	Fund *	PO Amount
22005292	3/6/2020	14604	JAMES HUFFMAN		GAME OFFICIAL	11	45.00
22005293	3/6/2020	14919	MICHAEL JOE ARTHURS JR		GAME OFFICIALS	11	90.00
22005294	3/6/2020	15232	LUM ENTERPRISES INC	LUMS SALES & SERVICE INC	PARTS AND REPAIRS	11	281.02
22005295	3/6/2020	15241	REGENTS OF THE UNIVERSITY OF COLORADO		REGISTRATION FEE	60	6,875.00
22005296	3/6/2020	15286	MATTHEW HOLZMANN		GAME OFFICIAL	11	160.00
22005297	3/6/2020	15293	JASPER MICHAEL HINKLE		GAME OFFICIALS	11	130.00
22005298	3/6/2020	100264	AMIN ROOZGARD		GAME OFFICIAL	11	130.00
22005299	3/9/2020	5172	CHARLES PISARRA		TRAVEL	11	731.00
22005300	3/9/2020	6500	ADI		ALARM ITEMS	39	19,189.24
22005301	3/9/2020	9558	OZARK PIZZA COMPANY LLC	PAPA JOHNS PIZZA	FOOD & RELATED SUPPLIES	60	125.00
22005302	3/9/2020	10208	LOVING GUIDANCE INC	CONSCIOUS DISCIPLINE	STRESS. BALL	11	29.00
22005303	3/9/2020	11053	FOLLETT SCHOOL SOLUTIONS		MEDIA BOOKS	39	9,999.14
22005304	3/9/2020	11895	PRESTON PAPKE		GAME OFFICIAL	11	80.00
22005305	3/9/2020	12531	RICHARD STICKNEY		GAME OFFICIAL	11	40.00
22005306	3/9/2020	13041	CHRISTY TAYLOR		SITE MILEAGE	11	600.00
22005307	3/9/2020	13516	SIGNCASTER CORPORATION	JOHNSON PLASTICS PLUS	MERCHANDISE FOR RESALE	60	500.00
22005308	3/9/2020	13516	SIGNCASTER CORPORATION	JOHNSON PLASTICS PLUS	OPERATIONAL SUPPLIES	60	500.00
22005309	3/9/2020	13755	DAVID JAMES FOSTER		GAME OFFICIAL	11	75.00
22005310	3/9/2020	13770	KEVIN LEE MCWATTERS	THE ENDURO GROUP LLC	AWARDS	60	500.00
22005311	3/9/2020	13850	CHANDA GIBSON		TRAVEL	11	125.00
22005312	3/9/2020	13866	COMPLETE BOOK AND MEDIA SUPPLY LLC		CLASSROOM BOOKS	11	5,326.76
22005313	3/9/2020	14042	WALMART INC		FOOD, RELATED SUPPLIES, AWARDS	60	125.00
22005314	3/9/2020	14109	JACKSON HUNTER ENTERPRISES	OKLAHOMA INK	GRADUATION SIGNAGE	60	350.00
22005315	3/9/2020	14352	EMILY ASHLEY		TRAVEL	11	420.00
22005316	3/9/2020	14746	ROBERT AUSTIN GOBEN		GAME OFFICIAL	11	205.00
22005317	3/9/2020	14855	BEST BUY STORES LP	BEST BUY BUSINESS	CLASSROOM TV	39	750.29
22005318	3/9/2020	15259	BETH STRICKLAND		REFUND	60	30.00
22005319	3/9/2020	15287	LINDA FELSTEIN		TRAVEL	11	125.00
22005320	3/9/2020	25246	ADMIRAL EXPRESS INC		OFFICE SUPPLIES	11	500.00
22005321	3/9/2020	300040	EDMOND PUBLIC SCHOOLS		ENTRY FEE	60	350.00
22005322	3/9/2020	627005	OK SECONDARY SCHOOLS ACTIVITIES ASSOCIATION		NET PROCEEDS	60	3,580.00
22005323	3/9/2020	672010	HERTZBERG NEW METHOD INC	PERMA BOUND BOOKS	CLASSROOM BOOKS	11	467.25
22005324	3/9/2020	816300	STUMPS PRINTING COMPANY INC	STUMPS, SHINDIGZ, SPIRITLINE	SUPPLIES	60	801.58
22005325	3/9/2020	91	DELL MARKETING LP		PRINTER SUPPLIES	11	1,500.00
22005326	3/9/2020	1598	COX COMMUNICATIONS INC		TELEPHONE FEES AND SERVICES	11	72,254.85
22005327	3/9/2020	8373	GS HELMS AND ASSOCIATES LLC		HS REROOFING	37	10,925.00
22005328	3/9/2020	8373	GS HELMS AND ASSOCIATES LLC		FREEZER/COOLER @ CEDAR RIDGE	37	3,500.00
22005329	3/9/2020	8373	GS HELMS AND ASSOCIATES LLC		FREEZER/COOLER @ ANDERSEN	37	3,500.00
22005330	3/9/2020	8373	GS HELMS AND ASSOCIATES LLC		FIRE ALARM @ 6/7 GRADE	37	3,500.00
22005331	3/9/2020	10203	AMBER L CHONG	BRICKS 4 KIDZ TULSA	ENRICHMENT PROGRAM	11	720.00
22005332	3/9/2020	10203	AMBER L CHONG	BRICKS 4 KIDZ TULSA	AFTER SCHOOL PROGRAM	11	720.00
22005333	3/9/2020	12137	SHL US INC		SUBSCRIPTION RENEWAL	11	1,060.90
22005334	3/9/2020	12261	INTERSTATE STEEL AND METALS INC		GRADUATION FLAG WEIGHTS	60	196.00
22005335	3/9/2020	15145	JULIE WEATHERFORD		TRAVEL	11	140.52
22005336	3/9/2020	15269	ERIC THOMAS		TICKET REFUND	60	14.00
22005337	3/9/2020	15294	MATTHEW COPELAND		TRAVEL	11	625.00
22005338	3/9/2020	25246	ADMIRAL EXPRESS INC		COFFEE MAKERS	21	1,831.92
22005339	3/9/2020	153250	L AND W SUPPLY CORPORATION	CORPORATE OFFICE	TILES & MATERIALS	11	600.00





Union Public Schools ISD 009  
Purchase Orders by Number Report  
March 1, 2020 to March 31, 2020



PO Number	PO Date	Vendor #	Vendor Name	DBA	Description	Fund *	PO Amount
22005340	3/9/2020	248250	DAKTRONICS INC		ANTENNA REPAIR	11	275.00
22005341	3/9/2020	269000	BLICK ART MATERIALS LLC	DICK BLICK COMPANY	ART SUPPLIES	11	388.66
22005342	3/9/2020	372980	SUSAN GRAY		TRAVEL	11	137.04
22005343	3/9/2020	373000	GRAYBAR ELECTRIC COMPANY INC		ELECTRICAL SUPPLIES	11	1,700.00
22005344	3/9/2020	479210	JSJ INC		SPORTS EQUIPMENT	11	320.00
22005345	3/9/2020	498136	LOWES COMPANIES INC		CARPETING	39	138.00
22005346	3/9/2020	553650	MTI ENTERPRISES INC	MUSIC THEATRE INTERNATIONAL	DUES AND FEES	60	400.00
22005347	3/9/2020	553650	MTI ENTERPRISES INC	MUSIC THEATRE INTERNATIONAL	DUES & FEES AND THEATRE RENTAL	60	725.00
22005348	3/9/2020	646050	ORAL ROBERTS UNIVERSITY		REGISTRATION FEES	11	100.00
22005349	3/9/2020	746300	SANDERS BLEDSOE AND HEWITT CPAS LLP		PREPARATION FEES	11	3,900.00
22005350	3/9/2020	881705	TULSA ZOO MANAGEMENT INC		AFTER SCHOOL PROGRAM	11	285.00
22005351	3/9/2020	941000	WEST MUSIC COMPANY INC		INSTRUMENT PARTS	11	84.79
22005352	3/10/2020	91	DELL MARKETING LP		TEACHER EQUIPMENT	11	3,337.08
22005353	3/10/2020	3483	TOWER PRODUCTS INC	MARKERTEK VIDEO SUPPLY	OFFICE SUPPLIES	11	247.14
22005354	3/10/2020	5780	PALEN MUSIC CENTER INC	PALEN MUSIC CENTER	INSTRUMENT ACCESSORIES	11	617.34
22005355	3/10/2020	6110	CLAUDIA PATRICK		TRAVEL	11	300.00
22005356	3/10/2020	8629	THE ARISTOTLE CORPORATION	NASCO	ART SUPPLIES	11	203.04
22005357	3/10/2020	10549	CHALK SPINNER LLC	KODO KIDS	ART CLASSROOM SUPPLIES	11	249.28
22005358	3/10/2020	12884	IMAGENET CONSULTING LLC		VIEW SONIC BOARD	39	2,020.00
22005359	3/10/2020	15296	VERONICA OBISPO		PROFESSIONAL SERVICES	11	57.25
22005360	3/10/2020	76040	B AND H FOTO AND ELECTRONICS	B & H PHOTO AND VIDEO	CLASSROOM SUPPLIES	11	2,073.12
22005361	3/10/2020	118000	MARTIN SALES & RENTAL LLC	BLOSS SALES & RENTAL	LAWN MOWER/TRIMMERS	35	12,100.00
22005362	3/10/2020	443100	J W PEPPER AND SON INC.		SHEET MUSIC & CDS	11	415.96
22005363	3/10/2020	919000	W W GRAINGER INC	GRAINGER INC	GENERAL SUPPLIES	11	69.04
22005364	3/11/2020	5911	TRACY WEESE		FOOD & FOOD RELATED SUPPLIES	60	61.66
22005365	3/11/2020	11735	VARIDESK LLC		STAND UP DESK	39	395.00
22005366	3/11/2020	11823	CROSSLAND CONSTRUCTION COMPANY INC		GMP SERVICES (HS EXPANSION/REN	39	5,603,303.00
22005367	3/11/2020	11900	ASSOCIATION OF SCHOOL BUSINESS OFFICIALS		WEBINAR REGISTRATIONS	11	200.00
22005368	3/11/2020	12411	DANA MORRIS	I AM KIDS TULSA	AFTER SCHOOL PROGRAM	60	800.00
22005369	3/11/2020	12630	VIP TECHNOLOGY SOLUTIONS GROUP LLC		PHONE SUPPORT	11	920.00
22005370	3/11/2020	15261	CAPSA SOLUTIONS LLC	CAPSA HEALTHCARE	CHC SUPPLIES	21	13,760.00
22005371	3/11/2020	190425	CHEROKEE NATIONAL HISTORICAL SOCIETY	CHEROKEE HERITAGE CENTER	PROFESSIONAL SERVICES	60	200.00
22005372	3/11/2020	351150	FLEETCOR TECHNOLOGIES INC	FUELMAN	OFF-SITE UNLEADED FUEL	11	2,000.00
22005373	3/11/2020	351150	FLEETCOR TECHNOLOGIES INC	FUELMAN	OFF-SITE DIESEL FUEL	11	2,000.00
22005374	3/11/2020	919000	W W GRAINGER INC	GRAINGER INC	WASTEBASKETS	21	427.80
22005375	3/11/2020	941000	WEST MUSIC COMPANY INC		MUSIC BOOKS	11	37.60
22005376	3/11/2020	941000	WEST MUSIC COMPANY INC		CLASSROOM BOOK AND SUPPLIES	11	67.37
22005377	3/12/2020	91	DELL MARKETING LP		I-PAD CHARGING STATION	39	859.99
22005378	3/12/2020	162	MICHAEL SEXTON		GAME OFFICIAL	11	135.00
22005379	3/12/2020	2267	STEVE DUNLAP		TRAVEL	60	700.00
22005380	3/12/2020	2651	ABUELOS INTERNATIONAL LP	ABUELO'S MEXICAN FOOD EMBASSY	REFRESHMENTS	11	1,408.75
22005381	3/12/2020	2766	CARL V FOSTER		GAME OFFICIAL	11	120.00
22005382	3/12/2020	5719	LARRY MORGAN		GAME OFFICIAL	11	80.00
22005383	3/12/2020	5719	LARRY MORGAN		GAME OFFICIAL	11	95.00
22005384	3/12/2020	9424	MARCUS DOLAN		GAME OFFICIAL	11	75.00
22005385	3/12/2020	9497	ULINE INC		SAFETY SUPPLIES	11	50.50
22005386	3/12/2020	10390	JASON GUESS		GAME OFFICIAL	11	135.00
22005387	3/12/2020	11173	TULSA CHILDREN'S MUSEUM	DISCOVERY LAB	ENRICHMENT PROGRAM	11	810.00





Union Public Schools ISD 009  
Purchase Orders by Number Report  
March 1, 2020 to March 31, 2020



PO Number	PO Date	Vendor #	Vendor Name	DBA	Description	Fund *	PO Amount
22005388	3/12/2020	12463	MANUEL ACOSTA		GAME OFFICIAL	11	95.00
22005389	3/12/2020	13287	BILLY BUNCH		GAME OFFICIAL	11	125.00
22005390	3/12/2020	13768	LARRY J FOSTER		GAME OFFICIAL	11	80.00
22005391	3/12/2020	13781	RARE HOSPITALITY INTERNATIONAL INC	LONGHORN STEAKHOUSE RESTAURANTS	FOOD	60	300.00
22005392	3/12/2020	13826	BRENDAN MARTIN		GAME OFFICIAL	11	40.00
22005393	3/12/2020	13826	BRENDAN MARTIN		GAME OFFICIAL	11	70.00
22005394	3/12/2020	13827	CHRIS FANELLI		GAME OFFICIAL	11	40.00
22005395	3/12/2020	13996	PLATINUM MECHANICAL LLC		EXPANSION TANK	39	1,550.00
22005396	3/12/2020	14042	WALMART INC		DECORATIONS	60	75.00
22005397	3/12/2020	14042	WALMART INC		CLASSROOM SUPPLIES	11	200.00
22005398	3/12/2020	14042	WALMART INC		CLASSROOM SUPPLIES	11	200.00
22005399	3/12/2020	14042	WALMART INC		FOOD & FOOD RELATED SUPPLIES	60	175.00
22005400	3/12/2020	14509	MEERA LLC	HOLIDAY INN EXPRESS & SUITES	HOTEL	60	299.97
22005401	3/12/2020	14627	LESLIE D HANNAH		GAME OFFICIAL	11	90.00
22005402	3/12/2020	14666	JOEL SHAWN MOORE		GAME OFFICIAL	11	75.00
22005403	3/12/2020	14734	TMG SYSTEMS INC	FBP SYSTEMS INC	AUDIOVISUAL EQUIPMENT	11	340.00
22005404	3/12/2020	14746	ROBERT AUSTIN GOBEN		GAME OFFICIAL	11	70.00
22005405	3/12/2020	15276	DAVID SAUNDERS		GAME OFFICIAL	11	90.00
22005406	3/12/2020	15292	RONNEY R LAUNIUS		GAME OFFICIAL	11	120.00
22005407	3/12/2020	15299	ANDREA OLEA		ESTIMATED MILEAGE	22	500.00
22005408	3/12/2020	25246	ADMIRAL EXPRESS INC		CLASSROOM SUPPLIES	60	21.99
22005409	3/12/2020	76040	B AND H FOTO AND ELECTRONICS	B & H PHOTO AND VIDEO	SUPPLIES	60	411.75
22005410	3/12/2020	90200	BARNES AND NOBLE BOOKSELLERS INC	BARNES & NOBLE #2585	PD BOOKS	11	541.59
22005411	3/12/2020	100263	NAFISE BARZIGAR		GAME OFFICIAL	11	70.00
22005412	3/12/2020	100264	AMIN ROOZGARD		GAME OFFICIAL	11	160.00
22005413	3/12/2020	100684	CHRIS ATCHLEY		GAME OFFICIAL	11	135.00
22005414	3/12/2020	166000	COOPERATIVE COUNCIL FOR OKLAHOMA SCHOOL	CCOSA	REGISTRATION FEE	11	375.00
22005415	3/12/2020	393000	HAGAR RESTAURANT EQUIP SVC INC	HAGAR RESTAURANT SERVICE	KITCHEN EQUIPMENT PARTS	22	4,000.00
22005416	3/12/2020	407760	HERITAGE HALL SCHOOL		ENTRY FEE	60	160.00
22005417	3/12/2020	475000	L AND M OFFICE FURNITURE LLC		CHAIRS	39	355.12
22005418	3/12/2020	498136	LOWES COMPANIES INC		STORAGE SHED	39	579.00
22005419	3/12/2020	523001	MAZZIOS LLC		FOOD& RELATED SUPPLIES	60	650.00
22005420	3/12/2020	543300	MIKE MILLER		GAME OFFICIAL	11	90.00
22005421	3/12/2020	554000	MUSKOGEE PUBLIC SCHOOLS		ENTRY FEE	60	200.00
22005422	3/12/2020	603050	OFFICE DEPOT INC	WORKSPACE INTERIORS BY OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	11	1,000.00
22005423	3/12/2020	676600	GARY PINKERTON		PERSONAL REIMBURSEMENT	60	65.25
22005424	3/12/2020	745300	SAMS CLUB DIRECT		FOOD & RELATED SUPPLIES	60	1,000.00
22005425	3/12/2020	745300	SAMS CLUB DIRECT		FOOD & RELATED SUPPLIES	60	500.00
22005426	3/12/2020	745300	SAMS CLUB DIRECT		SUPPLIES	60	200.00
22005427	3/12/2020	745300	SAMS CLUB DIRECT		FOOD & RELATED SUPPLIES	60	300.00
22005428	3/12/2020	758027	SCHOOL SPECIALTY INC		CLASSROOM SUPPLIES	60	461.06
22005429	3/12/2020	881705	TULSA ZOO MANAGEMENT INC		FIELD TRIP	60	306.00
22005430	3/12/2020	949550	WILLIAM V MACGILL AND COMPANY	MCGILL & CO	NURSE SUPPLIES	11	144.77
22005431	3/13/2020	91	DELL MARKETING LP		PRINTER TONER	11	85.49
22005432	3/13/2020	6400	MIDWEST MODEL SUPPLY	AC SUPPLY	CLASSROOM SUPPLIES	60	687.05
22005433	3/13/2020	10791	SMG BOK CENTER AND COX BUSINESS CENTER	SMG	GRADUATION 2020 SECURITY	11	6,160.75
22005434	3/13/2020	11173	TULSA CHILDREN'S MUSEUM	DISCOVERY LAB	ENRICHMENT PROGRAM	11	1,012.50
22005435	3/13/2020	14042	WALMART INC		MATERIALS AND SUPPLIES	11	260.00





Union Public Schools ISD 009  
Purchase Orders by Number Report  
March 1, 2020 to March 31, 2020



PO Number	PO Date	Vendor #	Vendor Name	DBA	Description	Fund *	PO Amount
22005436	3/13/2020	15211	MELISA SHEPARD		TUITION REIMBURSEMENT	11	930.00
22005437	3/13/2020	672010	HERTZBERG NEW METHOD INC	PERMA BOUND BOOKS	MEDIA BOOKS	39	2,867.77
22005438	3/13/2020	693125	PRUFROCK PRESS INC		INSTR SUPPLIES FOR GATE	11	197.56
22005439	3/13/2020	895640	VARSITY BRANDS HOLDING CO	U S GAMES	ATHLETIC EQUIPMENT	11	84.80
22005440	3/13/2020	895640	VARSITY BRANDS HOLDING CO	U S GAMES	ATHLETIC EQUIPMENT	11	19.54
22005441	3/13/2020	919000	W W GRAINGER INC	GRAINGER INC	SAFETY GLASSES	11	540.00
22005442	3/13/2020	3425	CC PRODUCTS INC	CHAMPION CUSTOM PRODUCTS	U-WEAR MERCHANDISE	60	7,500.00
22005443	3/13/2020	25246	ADMIRAL EXPRESS INC		INSTRUCTIONAL SUPPLIES	11	175.00
22005444	3/13/2020	672010	HERTZBERG NEW METHOD INC	PERMA BOUND BOOKS	MEDIA BOOKS	39	5,000.00
22005445	3/16/2020	162	MICHAEL SEXTON		GAME OFFICIAL	11	75.00
22005446	3/16/2020	728	APPLE INC		STUDENT I-PADS	39	7,179.65
22005447	3/16/2020	728	APPLE INC		STUDENT IPADS	11	3,289.50
22005448	3/16/2020	11635	MICHAEL ANDREW BRUNER		GAME OFFICIAL	11	75.00
22005449	3/16/2020	12980	KENNETH MOORE		TRAVEL REIMBURSEMENT	11	52.10
22005450	3/16/2020	13794	MCQUEEN ENTERPRISES LLC	MYOSOURCE KINETIC BANDS	SPORTS EQUIPMENT	11	79.50
22005451	3/16/2020	13898	CENTRAL POLY-BAG CORP		WH CUSTODIAL	11	3,648.00
22005452	3/16/2020	14182	C & C SUPPLY AND SERVICES INC		WH CUSTODIAL	11	878.16
22005453	3/16/2020	14308	BANCFIRST INSURANCE SERVICES INC		INSURANCE SERVICES	11	561.00
22005454	3/16/2020	14603	JOHN M ADAMS		GAME OFFICIAL	11	250.00
22005455	3/16/2020	14919	MICHAEL JOE ARTHURS JR		GAME OFFICIAL	11	90.00
22005456	3/16/2020	754300	SCHOLASTIC INC		BOOKS	11	4,864.78
22005457	3/16/2020	100601	JOHNNY RAGAN		GAME OFFICIAL	11	90.00
22005458	3/16/2020	166143	CDW LLC	CDW GOVERNMENT LLC	KIOSK	21	2,558.08
22005459	3/16/2020	381645	KURT J GRIDER		GAME OFFICIAL	11	75.00
22005460	3/16/2020	439820	INTERBORO PACKAGING CORPORATION		WH CUSTODIAL	11	38,336.00
22005461	3/16/2020	674400	PIECES OF LEARNING INC		ACTIVITIES FOR GATE STUDENTS	11	98.80
22005462	3/16/2020	749900	SCANTRON CORPORATION		TESTING ANSWER CARDS	11	1,588.92
22005463	3/16/2020	758027	SCHOOL SPECIALTY INC		CLASSROOM FURNITURE	11	506.80
22005464	3/17/2020	91	DELL MARKETING LP		CLASSROOM SUPPLIES	11	500.00
22005465	3/17/2020	4928	JOHN FEDERLINE		PD MILEAGE	11	200.00
22005466	3/17/2020	5588	OKTAHA PUBLIC SCHOOLS		ENTRY FEE	60	150.00
22005467	3/17/2020	6449	GREENWOOD PUBLISHING GROUP	HEINEMANN	CLASSROOM BOOKS	11	4,950.00
22005468	3/17/2020	8043	MURPHY SANITARY SUPPLY LLC		WH CUSTODIAL	11	8,017.96
22005469	3/17/2020	8629	THE ARISTOTLE CORPORATION	NASCO	MATERIALS AND SUPPLIES	60	1,205.40
22005470	3/17/2020	9820	OKLAHOMA TENNIS COACHES ASSOCIATION		ENTRY FEE	60	160.00
22005471	3/17/2020	10590	STU-B-QUE LLC		FOOD FOR STAFF	60	375.00
22005472	3/17/2020	11076	MAINTENANCE SUPPLY COMPANY INC	MASSCO	WH CUSTODIAL	11	14,501.40
22005473	3/17/2020	13034	JENNIFER MCKNIGHT		REIMBURSEMENT	60	91.33
22005474	3/17/2020	14042	WALMART INC		FOOD AND RELATED ITEMS	60	35.31
22005475	3/17/2020	14591	JENNIFER KLEIBER	PRESSING ONWARD LLC	PD BOOK FOR TEACHER	81	330.00
22005476	3/17/2020	15227	WARKENTINE INC	COMPUTER-RX	PHARMA SOFTWARE	21	22,929.00
22005477	3/17/2020	76040	B AND H FOTO AND ELECTRONICS	B & H PHOTO AND VIDEO	BROADCASTING TECH SUPPLIES	60	728.19
22005478	3/17/2020	166143	CDW LLC	CDW GOVERNMENT LLC	HARDWARE	21	18,572.64
22005479	3/17/2020	262610	DEMCO INC		SUPPLIES	60	854.32
22005480	3/17/2020	536500	METRO BUILDERS SUPPLY INC	METRO APPLIANCES & MORE ACCT 2309	SUPPLIES	11	79.98
22005481	3/17/2020	603050	OFFICE DEPOT INC	WORKSPACE INTERIORS BY OFFICE DEPOT	GENERAL SUPPLIES	11	1,000.00
22005482	3/17/2020	745300	SAMS CLUB DIRECT		FOOD & RELATED SUPPLIES	60	100.00
22005483	3/17/2020	881705	TULSA ZOO MANAGEMENT INC		TICKETS	60	162.00





## Union Public Schools ISD 009

## Purchase Orders by Number Report

March 1, 2020 to March 31, 2020



PO Number	PO Date	Vendor #	Vendor Name	DBA	Description	Fund *	PO Amount
22005484	3/17/2020	10119	INTERWORKS INC		HARDWARE/SOFTWARE-CHC	21	61,847.08
22005485	3/17/2020	10164	FUN EXPRESS LLC		PROM DECORATIONS	60	690.81
22005486	3/17/2020	10164	FUN EXPRESS LLC		PROM DECORATIONS	60	125.50
22005487	3/17/2020	11827	BARTON PARTY CONSULTANTS LLC	EHRLE'S PARTY AND CARNIVAL SUPPLY	PROM RENTALS	60	1,000.00
22005488	3/17/2020	11827	BARTON PARTY CONSULTANTS LLC	EHRLE'S PARTY AND CARNIVAL SUPPLY	SUPPLIES	60	500.00
22005489	3/17/2020	12444	DC AND J ACQUISITIONS LLC	JIM NORTON CHEVROLET	PARTS/REPAIRS FOR VEHICLES	11	3,000.00
22005490	3/17/2020	12473	BRIAN BARLOW		GAME OFFICIAL	11	140.00
22005491	3/17/2020	12532	CURTIS MAYO		GAME OFFICIAL	11	140.00
22005492	3/17/2020	13071	ROBERT D EVANS		GAME OFFICIAL	11	90.00
22005493	3/17/2020	14042	WALMART INC		FOOD AND RELATED SUPPLIES	60	100.00
22005494	3/17/2020	14042	WALMART INC		FOOD AND RELATED SUPPLIES	60	100.00
22005495	3/17/2020	14109	JACKSON HUNTER ENTERPRISES	OKLAHOMA INK	PROM SPIRITWEAR	60	350.00
22005496	3/17/2020	15302	LENE' S GENTRY		PROM 2020 CATERING	60	1,344.93
22005497	3/17/2020	76040	B AND H FOTO AND ELECTRONICS	B & H PHOTO AND VIDEO	SCANNERS	21	4,377.89
22005498	3/17/2020	689700	AJT ENTERPRISES INC	PREMIERE PRESS & GRAPHICS INC	PROM TICKETS	60	369.40
22005499	3/17/2020	751001	SCHOLASTIC BOOK FAIRS	SCHOLASTIC BOOK FAIRS	BOGO BOOK FAIR	60	250.00
22005500	3/17/2020	832000	TERRACON CONSULTANTS INC		SOIL TESTING- WH FREEZER	22	3,425.00
22005501	3/17/2020	15305	JENNIFER SANCHEZ		PROFESSIONAL SERVICES	11	57.25
22005502	3/17/2020	25246	ADMIRAL EXPRESS INC		SUPPLIES FOR SUMMER SCHOOL	11	400.00
22005503	3/17/2020	25246	ADMIRAL EXPRESS INC		SUPPLIES FOR SUMMER SCHOOL	11	400.00
22005504	3/17/2020	25246	ADMIRAL EXPRESS INC		SUPPLIES FOR SUMMER SCHOOL	11	400.00
22005505	3/17/2020	25246	ADMIRAL EXPRESS INC		SUPPLIES FOR SUMMER SCHOOL	11	400.00
22005506	3/17/2020	25246	ADMIRAL EXPRESS INC		SUPPLIES FOR SUMMER SCHOOL	11	400.00
22005507	3/17/2020	25246	ADMIRAL EXPRESS INC		SUPPLIES FOR SUMMER SCHOOL	11	400.00
22005508	3/17/2020	166143	CDW LLC	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	11	1,000.00
22005509	3/17/2020	231150	CONTRACT DRAPERY AND BLIND INC		SHADES	21	5,083.50
22005510	3/17/2020	758027	SCHOOL SPECIALTY INC		CLASSROOM SUPPLIES	11	353.67
22005511	3/17/2020	758027	SCHOOL SPECIALTY INC		PAPER	11	375.91
22005512	3/17/2020	758027	SCHOOL SPECIALTY INC		REPLACEMENT SEATS	11	226.01
22005513	3/17/2020	878000	TRANE US INC		TRANE CHILLER REPAIR	11	568.00
22005515	3/25/2020	10619	DAVID LEE TENISON	GAME CHANGING IMAGE LLC	SIGNAGE - FOOTBALL BOARDS	60	80.00
22005516	3/25/2020	12547	MLC METRO LANDSCAPING AND CONSTRUCTION INC		CONSTRUCTION SERVICES @ 8TH GR	39	7,500.00
22005517	3/25/2020	14826	HEATHER TURNER	ANTHEM ROAD ACADEMY LLC	AFTER SCHOOL PROGRAM	60	375.00
22005518	3/25/2020	14826	HEATHER TURNER	ANTHEM ROAD ACADEMY LLC	AFTER SCHOOL ENRICHMENT	11	375.00
22005519	3/25/2020	15149	HKS ENERGY SOLUTIONS INC	ES2 - TULSA	HVAC BUILDING AUTOMATION	37	1,440.00
22005520	3/25/2020	15298	BRITTANY SNYDER		REFUND OF SCHOOL LUNCH MONEY	22	30.40
22005521	3/25/2020	406000	HEATWAVE MANUFACTURING & SUPPLY CO	HEATWAVE SUPPLY	APPLIANCE	39	995.76
22005522	3/25/2020	406000	HEATWAVE MANUFACTURING & SUPPLY CO	HEATWAVE SUPPLY	EQUIPMENT	39	1,252.77
22005523	3/25/2020	462453	KEITH CONSTRUCTION COMPANY LLC		CONSTRUCTION SERVICES @ GROVE	39	3,042.00
22005524	3/25/2020	475000	L AND M OFFICE FURNITURE LLC		FILE CABINETS	11	1,716.96
22005525	3/31/2020	12996	COLLEGIATE STRENGTH AND CONDITIONING		REGISTRATION FEE	60	300.00
22005526	3/31/2020	13711	GAVYN CLARE		TRAVEL REIMBURSEMENT	60	800.00
22005527	3/31/2020	14826	HEATHER TURNER	ANTHEM ROAD ACADEMY LLC	AFTER SCHOOL PROGRAMS	60	450.00
22005528	3/31/2020	751001	SCHOLASTIC BOOK FAIRS	SCHOLASTIC BOOK FAIRS	BOOK FAIR FINAL PAYMENT	60	1,446.94
22005529	3/31/2020	71000	ARTS AND HUMANITIES COUNCIL OF TULSA		AFTER SCHOOL PROGRAM	60	343.75
						Report total	\$6,277,574.66



PO Number	PO Date	Vendor #	Vendor Name	DBA	Description	Fund *	PO Amount
22005530	4/3/2020	91	DELL MARKETING LP		COMPUTER MONITOR	39	179.99
22005531	4/3/2020	1506	FOUR STATE MAINTENANCE SUPPLY INC		EMERGENCY SUPPLIES MASKS	11	2,500.00
22005532	4/3/2020	11687	OKLAHOMA COPIER SOLUTIONS LLC		PRINTER	39	927.40
22005533	4/3/2020	11687	OKLAHOMA COPIER SOLUTIONS LLC		PRINTER	39	450.8
22005534	4/3/2020	13564	TRINITY 3 LLC	TRINITY 3 TECHNOLOGY	COMPUTER	39	1,064.00
22005535	4/3/2020	76040	B AND H FOTO AND ELECTRONICS	B & H PHOTO AND VIDEO	EQUIPMENT FOR AV CLASS	39	331.36
22005536	4/7/2020	378	FASTENAL COMPANY		WH CUSTODIAL	11	1,221.40
22005537	4/7/2020	728	APPLE INC		IPADS	39	2,156.00
22005538	4/7/2020	1506	FOUR STATE MAINTENANCE SUPPLY INC		WH CUSTODIAL	11	9,243.00
22005539	4/7/2020	2145	PYRAMID PAPER COMPANY	PYRAMID SCHOOL PRODUCTS	WH CUSTODIAL	11	1,486.04
22005540	4/7/2020	14656	HOME DEPOT USA INC	HOME DEPOT PRO	WH CUSTODIAL	11	23,164.10
22005541	4/7/2020	603050	OFFICE DEPOT INC	WORKSPACE INTERIORS BY OFFICE DEPOT	CUSTODIAL INVENTORY SUPPLIES	11	2,177.28
22005542	4/7/2020	672010	HERTZBERG NEW METHOD INC	PERMA BOUND BOOKS	MEDIA BOOKS	39	289.93
22005543	4/7/2020	1027	COMMUNICATIONS SUPPLY CORP		IT PARTS	11	795.04
22005544	4/7/2020	12006	DIGI SECURITY SYSTEMS LLC		ALARMNET SERVICES	11	2,580.00
22005545	4/7/2020	13564	TRINITY 3 LLC	TRINITY 3 TECHNOLOGY	ADAPTERS	11	1,260.00
22005546	4/7/2020	14844	WINBURY ENTERPRISE INVESTMENTS INC	ADEPT INNOVATION AND TECHNOLOGY	HEALTH SUPPLIES	11	1,915.00
22005547	4/7/2020	72890	ATWELL ROOFING CO INC		ROOFING REPAIRS	11	3,000.00
22005548	4/7/2020	231150	CONTRACT DRAPERY AND BLIND INC		SHADES FOR CHC	21	587.00
22005549	4/7/2020	238000	PLATINUM VENTURES INC	CURTIS RESTAURANT SUPPLY	CARTS	22	320.76
22005550	4/7/2020	553300	MURRAY WOMBLE INC		BLEACHER REPAIRS	11	1,000.00
22005551	4/13/2020	4099	TANKERSLEY FOODSERVICE LLC		FOOD	22	45,000.00
22005552	4/13/2020	7526	SIRIUS XM RADIO INC		SUBSCRIPTION RENEWAL	11	350.00
22005553	4/13/2020	8471	EMPIRE PAPER		PAPER AND SUPPLIES	22	20,000.00
22005554	4/13/2020	12547	MLC METRO LANDSCAPING AND CONSTRUCTION INC		CONSTRUCTION SERVICES	39	4,950.00
22005555	4/13/2020	14617	DISTRICT WIDE EDP REFUNDS		DISTRICT WIDE EDP REFUNDS	11	165,000.00
22005556	4/13/2020	462453	KEITH CONSTRUCTION COMPANY LLC		CONSTRUCTION SERVICES	39	5,600.00
22005557	4/13/2020	475000	L AND M OFFICE FURNITURE LLC		FF&E OCHOA	38	3,865.26
					Report total		\$301,414.37

**\* Fund Descriptions:**

11	General Fund
21	Building Fund
22	Child Nutrition Fund
30-39	Bond Funds by year
60	Activity Fund
81	Gift Funds





# Memorandum

**TO:** Board of Education  
**FROM:** Dr. Kirt Hartzler, Superintendent  
**DATE:** April 8, 2020  
**RE:** Last Day of 19-20 SY

---

## **RECOMMENDATION:**

I recommend the Board of Education approve the Resolution to Change the School Calendar and Ensure Employee Pay for the 2019-2020 school year.

## **DISCUSSION:**

In the midst of the COVID-19 pandemic, the State Board of Education waived the requirement for 1080 hours of instruction for this school year. Union Public Schools began offering remote learning for all students in grades PK-12 on April 6 so that students could stay within the safety of their own homes while receiving educational opportunities to finish out the year. This resolution designates May 15, 2020 as the last day of school for the 2019-2020 school year.

In addition, this resolution formally directs the Superintendent to grant Emergency Administrative Leave necessary to allow any support staff, teachers, administrators, and professional technical employees to be paid throughout the duration of their original 2019-2020 employment contracts.

## **ATTACHMENTS:**

Resolution to Change School Calendar and Ensure Employee Pay

## **Union Public Schools**

### **Resolution to Change School Calendar and Ensure Employee Pay**

**Whereas**, Wednesday, March 11, 2020, the World Health Organization declared the Coronavirus a pandemic after the virus spread to more than 100 countries worldwide; and,

**Whereas**, Friday, March 13, 2020, the President of the United States declared a national emergency due to the Coronavirus/ COVID-19 global pandemic; and,

**Whereas**, Friday, March 13, 2020 the Governor of the State of Oklahoma declared an emergency for all 77 counties in Oklahoma over COVID-19 concerns; and,

**Whereas**, Wednesday, March 25, 2020, the Oklahoma State Board of Education voted to keep Oklahoma's school buildings closed and implement distance learning plans for the remainder of the school year due to COVID-19; and

**Whereas**, due to the above, Union Public Schools is moving the last day of school from May 22, 2020 to May 15, 2020; and

**Whereas** the Union Public Schools Board of Education and Administration are committed to ensuring that closing schools early will not result in a financial burden to any District employees.

**Therefore, be it resolved**, that despite the change to the last day of classes for students, the Union Public Schools Board of Education directs the Superintendent of Union Public Schools to grant any support staff, teachers, administrators and professional technical employees paid Emergency Administrative Leave necessary to allow such employees to be paid throughout the duration of their original 2019-2020 employment contracts.

Adopted and approved this 15 day of April, 2020.

---

Ken Kinnear, President  
Board of Education  
Union Public Schools



Union Public Schools  
Independent District #9

Jay Loegering, SPHR  
Executive Director  
of Human Resources

## MEMORANDUM

DATE: April 15, 2020  
TO: Dr. Kirtis Hartzler, Superintendent  
FROM: Jay Loegering, Executive Director of Human Resources *HL*  
SUBJECT: Early Retirement Incentive Program – Additional option to participate

### RECOMMENDATION:

I recommend the Board consider and vote to approve the reopening of ERI until April 24, 2020. Due to projected state budget shortfalls, we would request the additional opportunity for our staff to be able to request participation in the ERI program.

### DISCUSSION:

In December, the Board approved the Early Retirement Incentive (ERI) program for certified, administrative, and support personnel. With the recent shelter orders and upcoming loss of revenue to the state, the district would like to offer an additional time for employees to considering enrolling into the ERI program. Any additional participants in the program would provide open positions for next year should budget reductions come to education. Any employee who enrolls will have to meet the same requirements

### FUNDING:

All ERI payments will be made from the General Fund and Early Retirement Fund.

cc: Dr. Trish Williams  
Cathy Bentley  
Julie Harkrider  
Christine Bunyard  
Melissa Brock  
Barbara Swinburne



# Memorandum

**TO:** Board of Education  
**FROM:** Dr. Kirt Hartzler, Superintendent  
**DATE:** April 8, 2020  
**RE:** Emergency Powers for Superintendent

---

## **RECOMMENDATION:**

I recommend the Board of Education approve the Resolution to Grant Emergency Powers to the Superintendent.

## **DISCUSSION:**

In the midst of the COVID-19 pandemic, many things that effect public education are rapidly changing. In order to stay current with these rapid changes and make the necessary adjustments, it is recommended that the Board of Education grant emergency powers to the Superintendent as outlined in the attached resolution.

## **ATTACHMENTS:**

Resolution to Grant Emergency Powers to the Superintendent

## **Resolution to Grant Emergency Powers to the Superintendent**

**Whereas** on March 15, 2020, Governor Kevin Stitt declared a state of emergency due to the impending threat of COVID-19 to the people of the State of Oklahoma; and

**Whereas**, on March 16, 2020, the state Board of Education voted to enact mandatory, statewide closure of all public schools for purposes of providing instructional services or activities until April 6, 2020

**Whereas** under 70 O.S. §§ 5-106 & 5-117, the Board of Education of each school district in Oklahoma has general control and supervision of all matters pertaining to the public schools; and

**Whereas** under 70 O.S. 5-106 the Board of Education has the authority to prescribe the duties of the Superintendent, subject to such limitations set forth in the law; and

**Whereas** the Board of Education finds that the current state of emergency requires that the Superintendent be granted greater flexibility to respond quickly and appropriately to the evolving crisis; and

**Whereas** the Board of Education under board policy (OSSBA Policy BJ), may delegate its executive powers to the Superintendent and provide the Superintendent freedom to manage the school district within the Board policies; and

**Whereas**, the Board of Education may by majority vote of the Board members present at a Board meeting held in compliance with law and Board policies grant to the Superintendent the authority to suspend temporarily the operation of any section or sections of Board policies not established by law or contract.

**NOW THEREFORE, BE IT RESOLVED** that the Union Public Schools Board of Education grants to the Superintendent the following temporary powers to address the COVID-19 emergency:

1. Authority to temporarily waive such Board policies or provisions of Board policies as the Superintendent shall deem necessary to comply with guidance from appropriate health or governmental authorities or necessary for other effective response, provided such action is consistent with all applicable State and Federal laws.
2. Authority to take any lawful actions necessary to ensure the continuation of public education, to provide for the health and safety of students and employees, or to respond to direction from appropriate health and government authorities. Such actions may include, but are not limited to: adjustments to the curriculum and the

provision of alternative educational program options; adjustments to employee work schedules and assignments; modifications to the school calendar; adjustments to the delivery of school-provided meals; limitations on access to property owned or controlled by the Board of Education; applying to any governmental body for financial or other aid as may be available; and applying to any governmental body for waiver of regulations or requirements, compliance with which is affected by the COVID-19 emergency, provided such action is consistent with all applicable State and Federal laws.

3. Authority to enter into contracts without prior Board approval for any dollar amount necessary for the purchase of materials, equipment, supplies, or services for sanitation, cleaning, technology, or other needs directly related to the COVID-19 emergency situation, provided such action is consistent with all applicable State and Federal laws.

**NOW, BE IT FURTHER RESOLVED** that the Superintendent is directed to keep the Board of Education informed of any actions taken under this emergency authority as soon as is practicable in light of the circumstances.

**NOW, BE IT FURTHER RESOLVED** that the temporary powers authorized by this Resolution are in effect for the duration identified in Governor's Order 2020-07 of March 15, 2020, and any subsequent extension of that order, unless otherwise rescinded or extended by the Board upon a majority vote.

**NOW, BE IT FURTHER RESOLVED** that execution of this Resolution is conclusive evidence of the Board's approval of this action and of the authority granted herein.

Adopted and approved this 15 day of April, 2020.

---

Ken Kinnear, President  
Board of Education  
Union Public Schools



**TO:** Dr. Kirt Hartzler, Superintendent  
**FROM:** Theresa Kiger  
Lorrie Field  
**DATE:** April 8, 2020  
**RE:** All Parent Refunds for Extended Day Program

**RECOMMENDATION:**

We recommend the Board of Education approve a blanket purchase order for \$165,000 to cover all parent refunds for the Extended Day Program.

**DISCUSSION:**

Due to the closure of our district for the COVID-19 virus, EDP refunds need to be made to parents for ½ of March, EDP Spring Break Camp (pro-rated for one day's attendance), all of April, May and any other payments that resulted in a credit.

**FUNDING:**

General Fund      Extended Day Program

RQ #12006786

**ATTACHMENTS:**

cc: Dr. Hartzler  
Dr. Trish Williams  
Sandi Calvin  
Theresa Kiger  
David Young  
Cathy Bentley  
Julie Harkrider  
Barbara Swinburne  
Lorrie Field



Bill To  
UNION PUBLIC SCHOOLS I-009  
ACCOUNTS PAYABLE DEPARTMENT  
8506 E 61ST ST  
TULSA, OK  
74133  
accts.payable@unionps.org

Requisition 12006786-00 FY 2020

Acct No:  
11.2060.2060.55600.0930.000.0000.000.050  
Review:  
Buyer:  
Status: Allocated

Page 1

Vendor  
DISTRICT WIDE EDP REFUNDS  
8506 E 61ST STREET

Ship To  
SHIP TO ADDRESS DOES NOT APPLY

TULSA, OK 74133

Delivery Reference  
CAROL BULLARD

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/08/20	014617				EXTENDED DAY
LN	Description / Account	Qty	Unit Price	Net Price	
	Vendor Sourcing Notes				
	THIS IS A BLANKET PURCHASE ORDER FOR THE ITEM(S)/SERVICE(S) LISTED ABOVE TO BE PURCHASED THROUGHOUT THE YEAR ENDING JUNE 30, 2020.				
	GOODS AND/OR SERVICES TO BE ORDERED AS NEEDED. THE TOTAL AMOUNT OF THIS PURCHASE ORDER DOES NOT REPRESENT A GUARANTEE OF ORDER PLACEMENT.				
001	DISTRICT WIDE EDP REFUNDS	1.00	165000.00000	165000.00	
1	11.2060.2060.55600.0930.000.0000.000.050			165000.00	
	<a href="#">Requisition Link</a>				
	Requisition Total			165000.00	
	***** General Ledger Summary Section *****				
	Account		Amount	Remaining Budget	
	11.2060.2060.55600.0930.000.0000.000.050		165000.00	-106873.95	
	EXTENDED DAY				





Todd Borland  
Executive Director of Technology

To: Dr. Kirt Hartzler, Superintendent  
From: Todd Borland, Executive Director of Technology  
Date: April 2, 2020  
Re: Teacher Computer Replacements

**RECOMMENDATION:**

I recommend the Board of Education approve the purchase of three hundred and thirty-six (336) teacher laptops and accessories from Trinity 3 for a total cost of \$367,584.00.

**DISCUSSION:**

This purchase will include Sixth/Seventh Grade Center (127 units), Andersen (29 units), Jarman (37 units), Jefferson (35 units), McAuliffe (36 units), Alt Ed (10 units), Special Ed (27 units), and thirty-five (35) spare units for a total of 336 units.

The purchase will provide a new teacher computer, docking station, and carrying case for positions at the above-mentioned sites. The computers that are still under warranty will be repurposed for other users in the District. Any of the laptops that are no longer under warranty will be used in the elementary sites as student laptops. This purchase also provides four years of support for each laptop.

Pricing is based on 2019-RFP-11 issued on April 3, 2019. Pricing and models have been confirmed with the vendor to still be valid.

	qty	Cost		
510	127	\$ 138,938.00		
130	29	\$ 31,726.00	Laptop:	\$ 889.00
140	37	\$ 40,478.00	Dock:	\$ 175.00
160	35	\$ 38,290.00	Bag:	\$ 30.00
135	36	\$ 39,384.00	Unit Cost	\$ 1,094.00
725	10	\$ 10,940.00		
Special Ed	27	\$ 29,538.00		
Spares	35	\$ 38,290.00		
<b>Total</b>	<b>336</b>	<b>\$ 367,584.00</b>		

**FUNDING:**

General Fund  
Bond Fund

**ATTACHMENTS:**

cc: Board of Education  
Dr. Kirt Hartzler



Bill To  
UNION PUBLIC SCHOOLS I-009  
ACCOUNTS PAYABLE DEPARTMENT  
8506 E 61ST ST  
TULSA, OK  
74133  
accts.payable@unionps.org

Requisition 12006780-00 FY 2020

Acct No:  
38.3050.9112.51000.0653.100.0000.000.510  
Review:  
Buyer:  
Status: Allocated

Page 1

Vendor  
TRINITY 3 LLC  
2550 UNIVERSITY AVE, STE 315-S  
  
ST PAUL, MN 55114  
USA  
Tel#651-888-7922  
Fax 651-888-7916

Ship To  
UNION PUBLIC SCHOOLS I-009  
DISTRIBUTION CENTER  
5526 SOUTH 129TH EAST AVENUE  
TULSA, OK 74134  
warehouse@unionps.org  
  
Delivery Reference  
MICHELLE HINKLE 918-357-6170

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/20	013564				TECHNOLOGY
LN Description / Account					
			Qty	Unit Price	Net Price
General Notes					
BOARD APPROVED (date of meeting)					
(type of agenda) AGENDA ITEM (specific #)					
510 - QTY 127					
130 - QTY 29					
140 - QTY 37					
160 - QTY 35					
135 - QTY 36					
725 - QTY 10					
SPED - QTY 27					
IT INVENTORY - QTY 35					
Vendor Sourcing Notes					
FREIGHT TERMS:					
F.O.B. DESTINATION TO SHIPPING ADDRESS AS SHOWN ABOVE.					
ITEMS AND DELIVERY PER BID PROPOSAL 2019-RFP-11					
001	DELL LATITUDE 3590 - INCLUDING ALL		336.00	889.00000	298704.00
	SPECIFICATIONS AS SHOWN ON BID		EACH		
	PROPOSAL				
1	38.3050.9112.51000.0653.100.0000.000.510				112903.00
2	38.3050.9112.51000.0653.100.0000.000.130				25781.00
3	38.3050.9112.51000.0653.100.0000.000.140				32893.00





Bill To  
UNION PUBLIC SCHOOLS I-009  
ACCOUNTS PAYABLE DEPARTMENT  
8506 E 61ST ST  
TULSA, OK  
74133  
[accts.payable@unionps.org](mailto:accts.payable@unionps.org)

Requisition 12006780-00 FY 2020

Acct No:  
38.3050.9112.51000.0653.100.0000.000.510  
Review:  
Buyer:  
Status: Allocated

Page 2

Vendor  
TRINITY 3 LLC  
2550 UNIVERSITY AVE, STE 315-S

ST PAUL, MN 55114  
USA  
Tel#651-888-7922  
Fax 651-888-7916

Ship To  
UNION PUBLIC SCHOOLS I-009  
DISTRIBUTION CENTER  
5526 SOUTH 129TH EAST AVENUE  
TULSA, OK 74134  
[warehouse@unionps.org](mailto:warehouse@unionps.org)

Delivery Reference  
MICHELLE HINKLE 918-357-6170

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/20	013564				TECHNOLOGY
LN	Description / Account	Qty	Unit Price	Net Price	
4	38.3050.9112.51000.0653.100.0000.000.160			31115.00	
5	38.3050.9112.51000.0653.100.0000.000.135			32004.00	
6	38.3050.9112.51000.0653.430.0000.000.725			8890.00	
7	38.3050.9112.51000.0653.239.0000.000.135			24003.00	
8	38.3050.9112.51000.0653.100.0000.000.056			31115.00	
002	DELL BUSINESS DOCK-WG15 W/130W ADAPTER, DIB MDP TO DP	336.00 EACH	175.00000	58800.00	
1	38.3050.9112.51000.0653.100.0000.000.510			22225.00	
2	38.3050.9112.51000.0653.100.0000.000.130			5075.00	
3	38.3050.9112.51000.0653.100.0000.000.140			6475.00	
4	38.3050.9112.51000.0653.100.0000.000.160			6125.00	
5	38.3050.9112.51000.0653.100.0000.000.135			6300.00	
6	38.3050.9112.51000.0653.430.0000.000.725			1750.00	
7	38.3050.9112.51000.0653.239.0000.000.135			4725.00	
8	38.3050.9112.51000.0653.100.0000.000.056			6125.00	
003	DELL URBAN BACKPACK	336.00 EACH	30.00000	10080.00	
1	38.3050.9112.51000.0653.100.0000.000.510			3810.00	
2	38.3050.9112.51000.0653.100.0000.000.130			870.00	
3	38.3050.9112.51000.0653.100.0000.000.140			1110.00	
4	38.3050.9112.51000.0653.100.0000.000.160			1050.00	



Bill To  
UNION PUBLIC SCHOOLS I-009  
ACCOUNTS PAYABLE DEPARTMENT  
8506 E 61ST ST  
TULSA, OK  
74133  
accts.payable@unionps.org

Requisition 12006780-00 FY 2020

Acct No:  
38.3050.9112.51000.0653.100.0000.000.510  
Review:  
Buyer:  
Status: Allocated

Page 3

Vendor  
TRINITY 3 LLC  
2550 UNIVERSITY AVE, STE 315-S

ST PAUL, MN 55114  
USA  
Tel#651-888-7922  
Fax 651-888-7916

Ship To  
UNION PUBLIC SCHOOLS I-009  
DISTRIBUTION CENTER  
5526 SOUTH 129TH EAST AVENUE  
TULSA, OK 74134  
warehouse@unionps.org

Delivery Reference  
MICHELLE HINKLE 918-357-6170

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/20	013564				TECHNOLOGY
LN	Description / Account	Qty	Unit Price	Net Price	
5	38.3050.9112.51000.0653.100.0000.000.135			1080.00	
6	38.3050.9112.51000.0653.430.0000.000.725			300.00	
7	38.3050.9112.51000.0653.239.0000.000.135			810.00	
8	38.3050.9112.51000.0653.100.0000.000.056			1050.00	

[Requisition Link](#)

Requisition Total

367584.00

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
38.3050.9112.51000.0653.100.0000.000.510	138938.00	2946712.80
TECHNOLOGY		
38.3050.9112.51000.0653.100.0000.000.130	31726.00	2946712.80
TECHNOLOGY		
38.3050.9112.51000.0653.100.0000.000.140	40478.00	2946712.80
TECHNOLOGY		
38.3050.9112.51000.0653.100.0000.000.160	38290.00	2946712.80
TECHNOLOGY		
38.3050.9112.51000.0653.100.0000.000.135	39384.00	2946712.80
TECHNOLOGY		
38.3050.9112.51000.0653.430.0000.000.725	10940.00	2946712.80
TECHNOLOGY		
38.3050.9112.51000.0653.100.0000.000.056	38290.00	2946712.80
TECHNOLOGY		





Bill To  
UNION PUBLIC SCHOOLS I-009  
ACCOUNTS PAYABLE DEPARTMENT  
8506 E 61ST ST  
TULSA, OK  
74133  
[accts.payable@unionps.org](mailto:accts.payable@unionps.org)

Requisition 12006780-00 FY 2020

Acct No:  
38.3050.9112.51000.0653.100.0000.000.510  
Review:  
Buyer:  
Status: Allocated

Page 4

Vendor  
TRINITY 3 LLC  
2550 UNIVERSITY AVE, STE 315-S  
  
ST PAUL, MN 55114  
USA  
Tel#651-888-7922  
Fax 651-888-7916

Ship To  
UNION PUBLIC SCHOOLS I-009  
DISTRIBUTION CENTER  
5526 SOUTH 129TH EAST AVENUE  
TULSA, OK 74134  
[warehouse@unionps.org](mailto:warehouse@unionps.org)  
  
Delivery Reference  
MICHELLE HINKLE 918-357-6170

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/20	013564				TECHNOLOGY
<b>Account</b>					
38.3050.9112.51000.0653.239.0000.000.135				<b>Amount</b>	<b>Remaining Budget</b>
TECHNOLOGY				29538.00	2946712.80

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



# Memorandum

**To:** Dr. Kirt Hartzler, Superintendent

**From:** Charlie Bushyhead, Assistant Superintendent for Support Services

**Date:** April 7, 2020

**Re:** Purchase Contract with Tulsa Children's Coalition, Inc. for the Rosa Parks Early Childhood Education Center and Release of Ground Lease

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## **RECOMMENDATION:**

I recommend the Board of Education accept and approve the Purchase Agreement with Tulsa Children's Coalition, Inc. ("TCC"), for the purchase of the Rosa Parks Early Childhood Education Center. The purchase price is five million five hundred thousand dollars (\$5,500,000.00). Included in the Contract of Sale is a Release of Ground Lease executed on February 12, 2007, between Union Public Schools and TCC.

## **DISCUSSION:**

The subject property is located on the Rosa Parks Elementary campus property and the mailing address of the Early Childhood Center is 13804 E 46th Pl S, Tulsa, OK 74134. Union School District owns the land where the property to be purchased is located. The purchase is for all buildings and improvements, including all personal property and fixtures used in connection with the operation of Rosa Parks Early Childhood Education Center. The building is listed as 41,125 square feet and the subject site is approximately 4.58 acres which includes the playground and parking areas. Two appraisals and one appraisal evaluation were conducted on the subject property prior to a final purchase offer. The property will continue to be used as an early childhood center.

## **FUNDING:**

Bond Fund

## **ATTACHMENTS:**

Contract of Sale

CC: Barb Swinburne

## **CONTRACT OF SALE**

This Contract of Sale ("Contract") is made and entered into by and between **TULSA CHILDREN'S COALITION, INC.**, an Oklahoma not-for-profit corporation ("TCC" and/or "Seller"), and **INDEPENDENT SCHOOL DISTRICT NO. 9 OF TULSA COUNTY, OKLAHOMA, A/K/A UNION PUBLIC SCHOOLS** ("Buyer"). Seller and Buyer are sometimes collectively referred to herein as the "Parties" and each of the Parties is sometimes singularly referred to herein as a "Party". The effective date of this Contract is the last date upon which both Buyer and Seller have executed this Contract (the "Effective Date").

### **ARTICLE 1 The Property**

1.1 **Contract of Purchase and Sale.** Upon the terms and conditions hereinafter stated, Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase all of Seller's right, title and interest in and to all buildings and improvements, including all personal property and fixtures (the "Property") used in connection with the operation of the Rosa Parks Early Childhood Education Center located on real property described on Exhibit "A", attached hereto and incorporated herein (the "Real Estate").

### **ARTICLE II Purchase Price**

2.1 **Purchase Price.** The purchase price for the Property shall be Five Million Five Hundred Thousand Dollars (\$5,500,000) (hereinafter called the "Purchase Price"). The Purchase Price is intended to be a lump sum figure, and shall not be adjusted before Closing (as hereinafter defined).

2.2 **Payment of Purchase Price.** The Purchase Price shall be delivered by Buyer at Closing and shall be paid in cash, wired, or paid by Buyer's check in good U.S. funds available immediately to Seller.

### **ARTICLE III Condition of Property**

3.1 **Condition of Property.** **BUYER SPECIFICALLY ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT SELLER HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE PROPERTY OR ANY INFORMATION DELIVERED OR PROVIDED BY SELLER TO BUYER IN CONNECTION WITH THE PROPERTY. BUYER IS PURCHASING THE PROPERTY "AS-IS, WHERE-IS, AND WITH ANY AND ALL FAULTS" AND DEFECTS, KNOWN OR UNKNOWN, LATENT OR PATENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, BY OR ON BEHALF OF SELLER, AS TO THE PROPERTY OR ANY INFORMATION DELIVERED OR PROVIDED BY SELLER TO BUYER IN**

**CONNECTION WITH THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, OR MERCHANTABILITY.**

3.2 Post-Effective Date Property Operations. From and after the Effective Date until Closing, Seller shall manage and operate the Property in the manner in which it is currently maintained and operated as of the Effective Date. Until the Closing, Seller shall not execute any service contracts or any material contract affecting the Property (other than in the ordinary course of the Property's business), without notifying Buyer thereof, and obtaining the prior written consent of Buyer thereto, which shall not be unreasonably withheld, conditioned, or delayed.

**ARTICLE IV  
Closing**

4.1 Defined; Date. Seller's delivery to Buyer of the executed Bill of Sale and Release of Ground Lease in exchange for the Purchase Price and the consummation of the transaction contemplated hereby (the "Closing") shall take place on or before May 22, 2020 (the "Closing Date").

4.2 Seller to Deliver. At the Closing, Seller shall furnish and deliver the to Buyer, the following:

A. A Warranty Bill of Sale, duly executed and acknowledged by Seller, dated as of the Closing, conveying the Property to Buyer, free and clear of the interests of third parties, substantially in the form of Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes as if set forth in full (the "Bill of Sale"); and

B. A Release of Ground Lease substantially in the form of Exhibit "C", attached hereto and incorporated herein releasing all of Seller's right, title or interest in the Real Estate which Seller has or has ever had by virtue of that certain Ground Lease between Seller and Buyer dated February 12, 2007, or otherwise (the "Release of Ground Lease").

C. Such instruments, documents, or evidence as are necessary, or reasonably required, to effect the transaction contemplated hereby or the status and capacity of Seller and the authority of the person who is executing the various documents on behalf of Seller to execute and deliver the closing documents to be delivered by Seller.

4.3 Buyer to Deliver. At the Closing, Buyer shall deliver to Seller, the following:

A. The Purchase Price in immediately available funds; and

B. Such instruments, documents, or evidence as are necessary, or reasonably required, to evidence the status and capacity of Buyer and the authority of the person who is executing the various documents on behalf of Buyer to consummate the purchase and sale transaction contemplated hereby and to execute and deliver the closing documents to be delivered by Buyer.



4.4 Adjustments and Prorations. Seller and Buyer agree to prorate all utilities, insurance, and other income, rents, and operating expenses of the Property, if any, in accordance with the provisions set forth in this Section 5.4. The date used for prorations and adjustments hereunder (the "Proration Date"), shall be the end of the day immediately preceding the Closing Date, and accordingly, Buyer will be deemed to own the Property (and will be entitled to any revenues and responsible for any expenses), for the entire day upon which the Closing occurs. Any apportionments or prorations not expressly described herein will be handled in accordance with the customary commercial practice in Tulsa County, Oklahoma. Seller will pay any net adjustment in favor of Buyer in the form of a credit to the Purchase Price. Buyer will pay any net adjustment in favor of Seller in cash funds at Closing.

4.5 Expenses of Closing.

A. Seller shall pay: Seller's proportionate share of the prorations set forth in Section 5.4.

B. Buyer shall pay (i) Buyer's proportionate share of the prorations set forth in Section 5.4, and (ii) recording fees in connection with the recording and/or conveyance of the Release of Ground Lease.

C. Any and all other Closing charges, expenses, and fees shall be paid by Buyer and Seller in equal shares.

**ARTICLE V**  
**Casualty or Condemnation Prior to Closing**

5.1 Risk of Loss. All risk of loss shall be borne by Seller until acceptance by Buyer of delivery of Seller's Release of Ground Lease and Bill of Sale. Seller shall give Buyer prompt notice of any fire or other casualty affecting the Property, or of any actual or threatened taking or deed in lieu thereof, or condemnation, of all or any portion of the Property, between the Effective Date and Closing. If, prior to the Closing, Seller shall notify Buyer of the occurrence of any such fire, casualty, taking or deed in lieu thereof, or condemnation ("Casualty/Condemnation Notice"), then Buyer may, at Buyer's option, terminate this Contract by notice to Seller within ten (10) days after Buyer's receipt of Seller's Casualty/Condemnation Notice or at the Closing, whichever is earlier, this Contract shall terminate and, except for obligations of Buyer which survive termination of this Contract, the Parties shall have no further obligations or liabilities hereunder. If Buyer does not so elect to terminate this Contract, then the Closing shall take place as provided herein without abatement or reduction of the Purchase Price, and Seller shall assign to Buyer at the Closing all of Seller's interest in and to all associated insurance proceeds or condemnation award(s), as the case may be, with respect to the Property.

**ARTICLE VI**  
**Default and Remedies**

6.1 Buyer's Default. In the event Buyer shall fail to meet, comply with, or perform any of Buyer's duties, covenants, agreements, or obligations required under this Contract within the time limits and in the manner required in this Contract (for any reason other than Seller's default), Buyer shall be in default hereunder, and if such default continues for a period of five (5) days

following notice of such default from Seller to Buyer, then Seller may, as Seller's sole and exclusive remedy, terminate this Contract by notice to Buyer.

6.2 Seller's Default. In the event Seller shall fail to meet, comply with, or perform any of Seller's duties, covenants, agreements, or obligations required under this Contract within the time limits and in the manner required in this Contract (for any reason other than Buyer's default), Seller shall be in default hereunder, and if such default continues for a period of five (5) days following notice of such default from Buyer to Seller, then Buyer may, as Buyer's sole and exclusive remedy, terminate this Contract by notice to Seller.

## **ARTICLE VII**

### **Real Estate Brokerage**

7.1 Brokers. The Parties each represent and warrant to the other that no broker, salesman, or finder has been involved in this transaction. If a claim for brokerage fees in connection with this transaction is made by any broker, salesman, or finder claiming to have dealt through or on behalf of either of the Parties hereto, such Party shall, to the extent permitted by law, indemnify, defend, and hold harmless the other Party hereunder from and against all liabilities, damages, claims, costs, fees, and expenses whatsoever with respect to said claim for brokerage fees. The provisions of this Section 7.1 shall survive the termination or Closing of this Contract.

## **ARTICLE VIII**

### **Miscellaneous**

8.1 Notices. All notices or advices required or permitted to be given by or pursuant to this Contract, shall be given in writing in the English language. All such notices and advices shall be: (i) delivered personally, (ii) by email to the appropriate email address set forth below provided receipt is acknowledged by the addressee by email originated by the addressee or other written means, (iii) by email to the appropriate email address set forth below with a follow-up copy by overnight courier service the next business day at the location of the addressee, (iv) delivered by facsimile, (v) delivered by U.S. Registered or Certified Mail, Return Receipt Requested mail, or (v) delivered for overnight delivery by a nationally recognized overnight courier service. Such notices and advices shall be deemed to have been given (i) the first business day following the date of delivery if delivered personally, by facsimile, or by email, (ii) on the third business day following the date of mailing if mailed by U.S. Registered or Certified Mail, Return Receipt Requested, or (iii) on the date of receipt if delivered for overnight delivery by a nationally recognized overnight courier service. All such notices and advices and all other communications related to this Contract shall be given as follows:

If to Buyer:	Independent School District No. 9 of Tulsa County, Oklahoma ATTN: Superintendent 8506 East 61 <sup>st</sup> Street Tulsa, OK 74133 (918) 357-6010 - Telephone <a href="mailto:Hartzler.kirt@unionps.org">Hartzler.kirt@unionps.org</a> - Email
--------------	--



If to Seller: Tulsa Children's Coalition, Inc.  
ATTN: Karen Kiely  
5330 East 31<sup>st</sup> Street, Suite 300  
Tulsa, OK 74135  
(918) 382-3200 - Telephone  
[kkiely@captulsa.org](mailto:kkiely@captulsa.org) - Email

With Copies to: Miriam LeeAnn Sweetin  
Frederic Dorwart, Lawyers  
Old City Hall  
124 East Fourth Street  
Tulsa, OK 74103  
(918) 583-9948 - Telephone  
[msweetin@fdlaw.com](mailto:msweetin@fdlaw.com) – Email

or to such other address as the Party may have furnished to the other Party in accordance herewith, except that notice of change of addresses shall be effective only upon receipt.

8.2 No Survival. Except as otherwise provided herein, the representations, warranties, covenants, agreements, and indemnities of Seller and Buyer contained in this Contract shall not survive the Closing, and shall be deemed to merge into the conveyance documents executed and delivered at Closing.

8.3 Entire Agreement. This Contract embodies, documents, and constitutes the entire understanding and agreement between the Parties respecting the subject matter hereof, and all prior or contemporaneous agreements, negotiations, understandings, representations and statements (oral or written), respecting the subject matter hereof, are merged into this Contract. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof. Each Party hereto has entered into this Contract based solely upon the agreements, representations, and warranties expressly set forth herein and upon its own knowledge and investigation. Neither Party has relied upon any representation or warranty of the other Party hereto except any such representations or warranties as are expressly set forth herein.

8.4 Modifications. This Contract may be amended or modified only in a writing, signed by both of the Parties hereto, which specifically references this Contract.

8.5 Applicable Law. This Contract shall be subject to, and interpreted by and in accordance with, the laws (excluding conflict of law provisions), of the State of Oklahoma.

8.6 Captions. The captions in this Contract are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Contract or any of the provisions hereof.

8.7 Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, and permitted assigns.

8.8 Time is of the Essence. With respect to all provisions of this Contract, time is of the essence. Except as expressly provided for herein, the time of performance of any obligation under this Contract shall be deemed to expire at 5:00 p.m. local Property time on the last day of the applicable time period provided for herein. However, if the Closing or the final date of any period which is set out in any provision of this Contract falls on a Saturday, Sunday, or legal holiday under the laws of the United States or the State of Oklahoma, then, and in such event, the Closing or such period shall be extended so that the Closing or the last day of such period falls on the next day which is not a Saturday, Sunday, or legal holiday.

8.9 Partial Invalidity. In the event any provision of this Contract, or the application of such provision to any person, entity, or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent for any reason, the remainder of this Contract, and the application of such provision to persons, entities, or set of circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected and shall continue to be enforceable to the fullest extent permitted by law.

8.10 Counterpart Execution. To facilitate execution, this Contract may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all persons required to bind either Party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Contract to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. This Contract may be executed and delivered by a facsimile, digital, and/or electronic transmission of a counterpart signature page hereof.

8.11 Drafting; Interpretation. This Contract, and all the provisions of this Contract, shall be deemed drafted by both of the Parties hereto. This Contract shall not be interpreted strictly for or against either Party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Contract.

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

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

8.14 Assignment. Neither party may assign this Agreement or any of the rights hereunder or delegate any of its obligations hereunder, without the prior written consent of the other party. Any such attempted assignment shall be void.

8.15 Waiver. A Party to this Contract may decide or fail to require full or timely performance of any obligation arising under this Contract. The decision or failure of a Party hereto to require full or timely performance of any obligation arising under this Contract (whether on a single occasion or on multiple occasions), shall not be deemed a waiver of any such obligation. No such decisions or failures shall give rise to any claim of waiver, estoppel, laches, course of dealing, amendment of this Contract by course of dealing, or other defense of any nature to any obligation arising hereunder.

8.16 Breach. The repudiation, breach, or failure to perform any obligation arising under this Contract by a Party shall be deemed a repudiation, breach, and failure to perform all of such Party's obligations arising under this Contract.

8.17 Simultaneous Closing. All actions taken and documents delivered at the Closing shall be deemed to have been taken and executed simultaneously and no action shall be deemed taken nor any document delivered until all have been taken and delivered.

8.18 No Partnership, Etc. Nothing in this Contract shall be construed to create a partnership or joint venture, nor to authorize either Party hereto to act as agent for or representative of the other Party hereto. Each Party hereto shall be deemed an independent contractor and neither Party hereto shall act as, or hold itself out as acting as, agent for the other Party hereto. The rights, obligations, duties, and covenants contained in this Contract do not create a fiduciary relationship or duty among or between the Parties. The Parties hereby expressly disclaim any fiduciary relationship or obligation, whether express or implied, arising out of, without limitation, the negotiation, execution, delivery, performance, non-performance, and/or breach of the obligations imposed by this Contract. The relationship of the Parties is strictly, and shall be deemed to be, that of a vendor and vendee of real estate.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract as of the dates below shown.

<b>SELLER:</b> <b>TULSA CHILDREN'S COALITION, INC.</b>  By: _____ <b>Brent Johnson, President</b>	<b>BUYER:</b> <b>INDEPENDENT SCHOOL DISTRICT NO. 9 OF TULSA COUNTY, OKLAHOMA A/K/A UNION PUBLIC SCHOOLS</b>  By: _____ <b>Ken Kinnear, President, Board of Education</b>
EXECUTED by Seller this _____ day of April, 2020.	EXECUTED by Buyer this _____ day of April, 2020.

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A tract of land that is in the Southeast Quarter (SE/4) of Section Twenty-Eight (28), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian, in Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the Northeast Corner of the Southeast Quarter (NEC, SE/4), thence South 00°04'10" West a distance of 75.00 feet; thence South 89°59'56" West a distance of 1,401.33 feet to the point of beginning; thence South 00°01'28" East for a distance of 583.00 feet; thence South 89°59'56" West for a distance of 342.00 feet; thence North 00°01'28" West for a distance of 583.00 feet; thence North 89°59'56" East for a distance of 342.00 feet to the point of beginning.

Said tract of land containing 199,385.98 sf (4.577 acres), more or less.

**EXHIBIT "B"**

**WARRANTY BILL OF SALE**

**THIS BILL OF SALE**, dated as of April \_\_, 2020, is made and delivered pursuant to the provisions of that certain Contract of Sale dated April \_\_, 2020, by and between the **INDEPENDENT SCHOOL DISTRICT NO. 9 OF TULSA COUNTY, OKLAHOMA** (the "District"), and **TULSA CHILDREN'S COALITION, INC. ("TCC")** (the "Contract"). The capitalized terms used herein and not otherwise defined shall have the same meaning as defined in the Contract.

**KNOW ALL MEN BY THESE PRESENTS**, that TCC, for the consideration described in the Contract, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the District, and its successors and assigns forever, all of TCC's right, title and interest in and to the Property, consisting of all buildings and improvements, personal property and fixtures of every type and description used in connection with or located upon the premises of Rosa Parks Early Childhood Education Center located at 13804 East 46<sup>th</sup> Street, Tulsa, Oklahoma.

**TO HAVE AND TO HOLD** the same, all and singular, unto the District, its successors and assigns forever. TCC further covenants and agrees to and with the District to warrant and defend the sale and transfer of the Property to the District against any and all person or persons with lawful claim thereto. TCC further covenants that, from time to time on or after the date hereof, and without further consideration, to execute and deliver to the District, upon District's request, such further instruments of conveyance, transfer and confirmation and to take any other action as the District may reasonably request in order to more effectively convey and transfer these goods to and vest and confirm title in the District.

**DATED** this \_\_\_\_\_ day of April, 2020.

**TULSA CHILDREN'S COALITION, INC.**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**"TCC"**

**EXHIBIT "C"**

**RELEASE OF GROUND LEASE**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on February 12, 2007, a certain Ground Lease (the "Ground Lease") was executed by **INDEPENDENT SCHOOL DISTRICT NO. 9 OF TULSA COUNTY, OKLAHOMA, a/k/a UNION PUBLIC SCHOOLS** ("District"), to **TULSA CHILDREN'S COALITION, INC.**, an Oklahoma not-for-profit corporation ("TCC"), pursuant to which District leased to TCC all the land and improvements to the land located at 13804 East 46<sup>th</sup> Street, Tulsa, Oklahoma, and more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property").

WHEREAS, on April \_\_, 2020, a certain Contract of Sale was executed by and between the District and TCC, covering all buildings and improvements, personal property and fixtures used in connection with TCC's operation of the Rosa Parks Early Childhood Education Center and located on the above-described Property (the "Contract of Sale").

WHEREAS, the Contract of Sale requires, at closing, that TCC execute and deliver a release of the ground lease, releasing all right, title and interest in and to the Property which TCC has or has ever had by virtue of the Ground Lease.

NOW, THEREFORE, TCC does hereby remise, release, transfer and forever quit claim all of TCC's right, title and interest in and to the above-described Property which TCC may have acquired by virtue of said Ground Lease to the District, its successors and assigns, forever.

DATED this \_\_\_\_ day of April, 2020.

**TULSA CHILDREN'S COALITION, INC.**

By \_\_\_\_\_  
**Brent Johnson, President**

**"TCC"**



STATE OF OKLAHOMA     )  
  ) ss:  
COUNTY OF TULSA        )

This instrument was acknowledged before me on the \_\_\_\_ day of April, 2020, by Brent Johnson, as President of Tulsa Children's Coalition, Inc., for and on behalf of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(SEAL)



# Memorandum

**To:** Dr. Kirt Hartzler, Superintendent  
**From:** Fred Isaacs, Director of Construction Services  
**Date:** April 6, 2020  
**Re:** Jarman Elementary HVAC and Electrical Upgrades Construction Bid Proposal Award to Sligar Mechanical

---

## **RECOMMENDATION:**

I recommend the Board of Education consider and vote to accept the bid for the Jarman Elementary HVAC and Electrical Upgrades project and award the contract to Sligar Mechanical in the amount of \$237,000.00.

## **DISCUSSION:**

Phase I of this project will provide for new air conditioning in the gym and kitchen in Jarman Elementary. A majority of the work will occur next year which will include upgrading the HVAC in the rest of the school next bond year.

Award of the project is contingent upon closing and receipt of 2020 bond funds.

Four contractors responded to the District's bid request and Sligar Mechanical is the successful bidder. Sealed bid #C03-19-140 is on file in the Support Services Department for review.

## **Bid Tabulation Summary:**

Contractor	Total Bid
Myers-Cherry	\$288,000.00
Magnum Construction	\$277,000.00
Sligar Mechanical	\$237,000.00
Construction Enterprises, Inc.	\$307,711.00

**BID INFORMATION:**

Bid Number: C03-19-140  
Bid Date: April 2, 2020

**FUNDING:**

Vendor: Sligar Mechanical  
Contract Amount: \$237,000.00  
Funding Source: Bond Funds

**ATTACHMENTS:**

Contract

CC: Barbara Swinburne

# AIA® Document A101™ – 2017

## **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

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

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

Union Public Schools, ISD-9  
8506 E 61<sup>st</sup> St.  
Tulsa, OK 74133

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

Sligar Mechanical  
1930 Beacon St.  
Muskogee, OK 74403

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

Jarman Elementary HVAC and Electrical Upgrades  
Jarman Elementary  
9015 E 79th St.  
Tulsa, OK 74133

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

Henderson Engineers, Inc.  
8325 Lenexa Dr.  
Lenexa, KS 66214

The Owner and Contractor 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.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 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. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☒ [ X ] The date of this Agreement.

☐ [ ] A date set forth in a notice to proceed issued by the Owner.

☐ [ ] Established as follows:

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

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

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.



(Check one of the following boxes and complete the necessary information.)

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

☒ By the following date: August 10, 2020

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Project as described	August 10, 2020

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Thirty Seven Thousand Dollars and Zero Cents (\$ 237,000.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
none	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
none		

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
none	

§ 4.4 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
none		

§ 4.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

\$200.00 per day for each calendar day beyond the date stated above by which completed project is delayed

§ 4.6 Other:  
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

none

Init.

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

20th day of the month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twentieth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five ( 45 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

§ 5.1.6 In accordance with AIA Document A201™–2007, General Conditions of the Contract for Construction, as amended, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 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 A201–2007, as amended;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2007, as amended; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 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.)*

Init.



5%

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

none

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

none

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2007, as amended.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2007, as amended, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## § 5.3 Interest

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

*(Insert rate of interest agreed upon, if any.)*

0 % zero

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2007, as amended, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Init.



The Owner, The Board of Education, will serve as the final decision maker.

#### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2007, as amended, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007, as amended

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor 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 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007, as amended.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2007, as amended, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007, as amended.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007, as amended, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

S. Fred Isaacs  
8506 E 61<sup>st</sup> St  
Tulsa, OK 74133  
Telephone Number: 918-357-6184

Email Address: Isaacs.sherrill@unionps.org

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

Steve Maxwell  
1930 Beacon St.  
Muskogee, OK 74403

Init.

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User Notes:

(3B9ADA41)

Telephone Number: 918-681-7557

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

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2007, 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.)*

none

§ 8.7 Other provisions:

none

### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2007, General Conditions of the Contract for Construction, as amended
- .4 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.)*

#### .5 Drawings

Number	Title	Date
E000	Electrical Legend & Notes	2/7/2020
ED101A	Electrical Demo Plan Area A	2/7/2020
E301A	Electrical HVAC Plan Area A	2/7/2020
E600	Electrical Schedules	2/7/2020
E800	Electrical One-Line Diagram	2/7/2020
MP000	Mech & Plum Legend & Notes	2/7/2020
MD101A	Mech & Plum Demo Plan Area A	2/7/2020

Init.

MP101A	HVAC Plumbing Plan	2/7/2020
MP103A	HVAC and Plumbing Roof Plan	2/7/2020
MP200	Mech & Plum Details	2/7/2020
MP300	Mech & Plum Schedules	2/7/2020
S001A	Structural Joist Reinf	2/7/2020

## .6 Specifications

Section	Title	Date	Pages
220010	General Plumbing Requirements	2/7/2020	19
220015	Coordination	2/7/2020	2
220500	Common Work Results for Plumbing	2/7/2020	4
220515	Basic Piping Materials and Methods	2/7/2020	7
220523	General-Duty Valves for Plumbing Piping	2/7/2020	6
220529	Hangers and Supports for Plumbing Piping	2/7/2020	6
220553	Identification for Plumbing Piping & Equipment	2/7/2020	4
227000	Natural Gas Systems	2/7/2020	10
230010	General Mechanical Requirements	2/7/2020	11
230015	Electrical Coordination for Mechanical Equipment	2/7/2020	3
230500	Common Work Results for HVAC	2/7/2020	7
230529	Hangers and Supports for HVAC Piping and Equipment	2/7/2020	6
230500	Vibration Isolation for HVAC Piping and Equipment	2/7/2020	10
230553	Identification for HVAC Piping and Equipment	2/7/2020	7
230593	Testing, Adjusting, and Balancing for HVAC	2/7/2020	6
230700	HVAC Insulation	2/7/2020	9
230923	Direct-Digital Control for HVAC	2/7/2020	3
232313	VRF Refrigerant Piping	2/7/2020	7
233113	Metal Ducts	2/7/2020	12
233300	Air Duct Accessories	2/7/2020	5
237413	Outdoor Packaged Heating and Cooling Units	2/7/2020	7
238127	Variable Refrigerant Flow (VRF) Split AC System	2/7/2020	9
260010	General Electrical Requirements	2/7/2020	16

Init.



260500	Common Work Results for Electrical	2/7/2020	7
260502	Equipment Wiring Systems	2/7/2020	2
260519	Low-Voltage Electrical Power Conductors and Cables	2/7/2020	5
260526	Grounding and Bonding for Electrical Systems	2/7/2020	5
260529	Hangers and Supports for Electrical Systems	2/7/2020	4
260533	Raceway and Boxes for Electrical Systems	2/7/2020	9
260553	Identification for Electrical Systems	2/7/2020	3
260573	Overcurrent Protective Device Coordination Study	2/7/2020	5
262416	Panelboards	2/7/2020	4
262813	Fuses	2/7/2020	2
262816	Enclosed Switches and Circuit Breakers	2/7/2020	4

.7 Addenda, if any:

Number	Date	Pages
1	3/17/2020	1
2	3/31/2020	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

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

☐ Supplementary and other Conditions of the Contract:

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

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor'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*

Init.

*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 entered into as of the day and year first written above.

OWNER (Signature)  
Ken Kinnear , President of the Board of Education  
(Printed name and title)

CONTRACTOR (Signature)  
Steve Maxwell , Director of Operations  
(Printed name and title)



## Additions and Deletions Report for AIA® Document A101™ – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:05:06 ET on 04/06/2020.

### PAGE 1

AGREEMENT made as of the fifteenth day of April in the year twenty twenty

...

Union Public Schools, ISD-9  
8506 E 61<sup>st</sup> St.  
Tulsa, OK 74133

...

Sligar Mechanical  
1930 Beacon St.  
Muskogee, OK 74403

...

Jarman Elementary HVAC and Electrical Upgrades  
Jarman Elementary  
9015 E 79th St.  
Tulsa, OK 74133

...

Henderson Engineers, Inc.  
8325 Lenexa Dr.  
Lenexa, KS 66214

### PAGE 2

☒ The date of this Agreement.

### PAGE 3

☒ By the following date: August 10, 2020

...

Project as described

August 10, 2020

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Thirty Seven Thousand Dollars and Zero Cents (\$ 237,000.00 ), subject to additions and deductions as provided in the Contract Documents.

...

none

...

none

...

none

...

none

...

\$200.00 per day for each calendar day beyond the date stated above by which completed project is delayed

...

none

#### PAGE 4

20th day of the month

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twentieth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five ( 45 ) days after the Architect receives the Application for Payment.

...

§ 5.1.6 In accordance with AIA Document ~~A201™-2017~~, A201™-2007, General Conditions of the Contract for Construction, as amended, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

...

- .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~~, A201-2007, as amended;

...

- .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~~; A201-2007, as amended; and

PAGE 5

5%

...

none

...

none

...

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document ~~A201-2017~~; A201-2007, as amended.

...

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document ~~A201-2017~~; A201-2007, as amended, and to satisfy other requirements, if any, which extend beyond final payment; and

...

0 % zero

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document ~~A201-2017~~; A201-2007, as amended, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

PAGE 6

The Owner, The Board of Education, will serve as the final decision maker.

...

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document ~~A201-2017~~; A201-2007, as amended, the method of binding dispute resolution shall be as follows:

...

[ ] Arbitration pursuant to Section 15.4 of AIA Document ~~A201-2017~~; A201-2007, as amended

...

[ X ] Litigation in a court of competent jurisdiction

...

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document ~~A201-2017~~, A201-2007, as amended.

...

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document ~~A201-2017~~, A201-2007, as amended, then the Owner shall pay the Contractor a termination fee as follows:

...

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A201-2017~~, A201-2007, as amended.

...

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document ~~A201-2017~~, A201-2007, as amended, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

...

S. Fred Isaacs  
8506 E 61<sup>st</sup> St  
Tulsa, OK 74133  
Telephone Number: 918-357-6184

Email Address: Isaacs.sherrill@unionps.org

...

Steve Maxwell  
1930 Beacon St.  
Muskogee, OK 74403  
Telephone Number: 918-681-7557

## PAGE 7

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document ~~A201-2017~~, A201-2007, 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:

...

none

...

none



...  
 .3 AIA Document ~~A201™-2017~~, A201™-2007, General Conditions of the Contract for Construction  
 ...

, as amended

PAGE 8

<u>Number</u>	<u>Title</u>	<u>Date</u>
<u>E000</u>	<u>Electrical Legend</u>	<u>2/7/2020</u>
<u>ED101A</u>	<u>&amp; Notes</u>	
	<u>Electrical Demo Plan</u>	<u>2/7/2020</u>
<u>E301A</u>	<u>Area A</u>	
	<u>Electrical HVAC Plan</u>	<u>2/7/2020</u>
<u>E600</u>	<u>Area A</u>	
<u>E800</u>	<u>Electrical Schedules</u>	<u>2/7/2020</u>
	<u>Electrical One-Line</u>	<u>2/7/2020</u>
	<u>Diagram</u>	
<u>MP000</u>	<u>Mech &amp; Plum Legend &amp;</u>	<u>2/7/2020</u>
	<u>Notes</u>	
<u>MD101A</u>	<u>Mech &amp; Plum Demo</u>	<u>2/7/2020</u>
	<u>Plan Area A</u>	
<u>MP101A</u>	<u>HVAC Plumbing Plan</u>	<u>2/7/2020</u>
	<u>Area A</u>	
<u>MP103A</u>	<u>HVAC and Plumbing</u>	<u>2/7/2020</u>
	<u>Roof Plan</u>	
<u>MP200</u>	<u>Mech &amp; Plum Details</u>	<u>2/7/2020</u>
<u>MP300</u>	<u>Mech &amp; Plum Schedules</u>	<u>2/7/2020</u>
<u>S001A</u>	<u>Structural Joist Reinf</u>	<u>2/7/2020</u>

<u>Number</u>	<u>Title</u>	<u>Date</u>
---------------	--------------	-------------

PAGE 9

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>220010</u>	<u>General Plumbing</u>	<u>2/7/2020</u>	<u>19</u>
	<u>Requirements</u>		
<u>220015</u>	<u>Coordination</u>	<u>2/7/2020</u>	<u>2</u>
<u>220500</u>	<u>Common Work Results</u>	<u>2/7/2020</u>	<u>4</u>
	<u>for Plumbing</u>		
<u>220515</u>	<u>Basic Piping Materials</u>	<u>2/7/2020</u>	<u>7</u>
	<u>and Methods</u>		
<u>220523</u>	<u>General-Duty Valves for</u>	<u>2/7/2020</u>	<u>6</u>
	<u>Plumbing Piping</u>		
<u>220529</u>	<u>Hangers and Supports for</u>	<u>2/7/2020</u>	<u>6</u>
	<u>Plumbing Piping</u>		
<u>220553</u>	<u>Identification for</u>	<u>2/7/2020</u>	<u>4</u>
	<u>Plumbing Piping &amp;</u>		
	<u>Equipment</u>		
<u>227000</u>	<u>Natural Gas Systems</u>	<u>2/7/2020</u>	<u>10</u>
<u>230010</u>	<u>General Mechanical</u>	<u>2/7/2020</u>	<u>11</u>
	<u>Requirements</u>		



<u>230015</u>	<u>Electrical Coordination for Mechanical Equipment</u>	<u>2/7/2020</u>	<u>3</u>
<u>230500</u>	<u>Common Work Results for HVAC</u>	<u>2/7/2020</u>	<u>7</u>
<u>230529</u>	<u>Hangers and Supports for HVAC Piping and Equipment</u>	<u>2/7/2020</u>	<u>6</u>
<u>230500</u>	<u>Vibration Isolation for HVAC Piping and Equipment</u>	<u>2/7/2020</u>	<u>10</u>
<u>230553</u>	<u>Identification for HVAC Piping and Equipment</u>	<u>2/7/2020</u>	<u>7</u>
<u>230593</u>	<u>Testing, Adjusting, and Balancing for HVAC</u>	<u>2/7/2020</u>	<u>6</u>
<u>230700</u>	<u>HVAC Insulation</u>	<u>2/7/2020</u>	<u>9</u>
<u>230923</u>	<u>Direct-Digital Control for HVAC</u>	<u>2/7/2020</u>	<u>3</u>
<u>232313</u>	<u>VRF Refrigerant Piping</u>	<u>2/7/2020</u>	<u>7</u>
<u>233113</u>	<u>Metal Ducts</u>	<u>2/7/2020</u>	<u>12</u>
<u>233300</u>	<u>Air Duct Accessories</u>	<u>2/7/2020</u>	<u>5</u>
<u>237413</u>	<u>Outdoor Packaged Heating and Cooling Units</u>	<u>2/7/2020</u>	<u>7</u>
<u>238127</u>	<u>Variable Refrigerant Flow (VRF) Split AC System</u>	<u>2/7/2020</u>	<u>9</u>
<u>260010</u>	<u>General Electrical Requirements</u>	<u>2/7/2020</u>	<u>16</u>
<u>260500</u>	<u>Common Work Results for Electrical</u>	<u>2/7/2020</u>	<u>7</u>
<u>260502</u>	<u>Equipment Wiring Systems</u>	<u>2/7/2020</u>	<u>2</u>
<u>260519</u>	<u>Low-Voltage Electrical Power Conductors and Cables</u>	<u>2/7/2020</u>	<u>5</u>
<u>260526</u>	<u>Grounding and Bonding for Electrical Systems</u>	<u>2/7/2020</u>	<u>5</u>
<u>260529</u>	<u>Hangers and Supports for Electrical Systems</u>	<u>2/7/2020</u>	<u>4</u>
<u>260533</u>	<u>Raceway and Boxes for Electrical Systems</u>	<u>2/7/2020</u>	<u>9</u>
<u>260553</u>	<u>Identification for Electrical Systems</u>	<u>2/7/2020</u>	<u>3</u>
<u>260573</u>	<u>Overcurrent Protective Device Coordination Study</u>	<u>2/7/2020</u>	<u>5</u>
<u>262416</u>	<u>Panelboards</u>	<u>2/7/2020</u>	<u>4</u>
<u>262813</u>	<u>Fuses</u>	<u>2/7/2020</u>	<u>2</u>
<u>262816</u>	<u>Enclosed Switches and Circuit Breakers</u>	<u>2/7/2020</u>	<u>4</u>

Section	Title	Date	Pages
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...

<u>Number</u>	<u>Date</u>	<u>Pages</u>
<u>1</u>	<u>3/17/2020</u>	<u>1</u>
<u>2</u>	<u>3/31/2020</u>	<u>1</u>

<u>Number</u>	<u>Date</u>	<u>Pages</u>
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PAGE 10

Ken Kinnear , President of the Board of  
Education

Steve Maxwell , Director of Operations

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:05:06 ET on 04/06/2020 under Order No. 1391946951 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

*(Signed)*

*(Title)*

*(Dated)*



# Memorandum

**To:** Dr. Kirt Hartzler, Superintendent  
**From:** Fred Isaacs, Director of Construction Services  
**Date:** March 27, 2020  
**Re:** High School Expansion and Renovation Construction, Amendment 6

---

## **RECOMMENDATION:**

I recommend the Board of Education consider and vote to accept the bids for construction of the High School Expansion and Renovation project. I further recommend the Board of Education approve and award the construction contracts, assign such construction contracts to Crossland Construction Company, Inc. with price Amendment No. 6 in the amount of \$169,128.00.

## **DISCUSSION:**

This amendment will provide for the purchase and installation of all door hardware and closure devices for the West Side Stadium Facility. The quoted amount works out perfectly with encumbering the last amounts of 2019 bond allocation funds for the project. Future project amendments will be encumbered from 2020 bond allocations.

## **Bid Tabulation Summary:**

Direct Construction Cost	\$151,299.00
Professional Services	\$ 17,829.00
Guaranteed Maximum Price	\$169,128.00

## **FUNDING:**

Vendor: Crossland Construction Company, Inc.  
Contract Amount: \$169,128.00  
Funding Source: Bond Funds

## **ATTACHMENTS:**

RQ; Contract

CC: Barbara Swinburne



## Attachment A

<u>2019 Bond Money</u>		<u>2020 Bond Money</u>	<u>2021 Bond Money</u>
Starting Bond Allocation	\$10,751,534.00		
Amendment #1	\$ 1,200,190.00		
Amendment #2	\$ 3,126,352.00		
Amendment #3	\$ 164,744.60		
Amendment #4	\$ 445,754.77		
Amendment #5	\$ 5,603,303.00		
Amendment #6	\$ 169,128.00		
<b>Subtotal for Amendments</b>	<b>\$10,709,472.37</b>		
Other POs for HS Project	\$ 41,716.94		
Remaining Bond Funds	\$ 344.69		



# AIA® Document A133™ – 2009 Exhibit A

## Guaranteed Maximum Price Amendment 6

for the following PROJECT:

*(Name and address or location)*

Union Fine Arts & Stadium – BP6 – West Stadium – 8A & 8D

### THE OWNER:

*(Name, legal status and address)*

Union Public Schools  
8506 E. 61<sup>st</sup> St.  
Tulsa, OK 74113-1926

### THE CONSTRUCTION MANAGER:

*(Name, legal status and address)*

Crossland Construction Company, Inc., General Corporation  
420 S. 145<sup>th</sup> E. Ave., Suite K  
Tulsa, OK 74108

### ARTICLE A.1

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed one hundred sixty-nine thousand, one hundred twenty-eight (\$ 169,128 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.  
*(Provide below or reference an attachment.)*

Exhibit A

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

### 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™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
------	----------------

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)  
Refer to Trade Contract Attachment D for BP6

Section	Title	Date	Pages
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§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)  
Refer to Trade Contract Attachment D for BP6

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

## ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

\_\_\_\_\_  
OWNER (Signature)

  
\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
President, Board of Education  
(Printed name and title)

\_\_\_\_\_  
Greg Smith – Vice President Tulsa Division  
(Printed name and title)

# Additions and Deletions Report for AIA® Document A133™ – 2009 Exhibit A

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:28:00 ET on 03/30/2020.

## PAGE 1

Union Fine Arts & Stadium – BP6 – West Stadium – 8A & 8D

...

Union Public Schools  
8506 E. 61<sup>st</sup> St.  
Tulsa, OK 74113-1926

...

*(Name, legal status and address)*

Crossland Construction Company, Inc., General Corporation  
420 S. 145<sup>th</sup> E. Ave., Suite K  
Tulsa, OK 74108

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed one hundred sixty-nine thousand, one hundred twenty-eight (\$ \$169,128 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Exhibit A

## PAGE 2

Refer to Trade Contract Attachment D for BP6

...

Refer to Trade Contract Attachment D for BP6

...

President, Board of Education

Greg Smith – Vice President Tulsa Division



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:28:00 ET on 03/30/2020 under Order No. 8780448077 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

Vice President - Tulsa Div.

(Dated)

3 / 30 / 20

# Union West Stadium

## Exhibit A



### Bid Tab

Union West Stadium		GMP 6
SF:	75,874	Early April Board
Date:	3/26/2020	
BP#	Description	
3A	Concrete	
3B	Precast	
4A	Masonry Veneer	
4A-1	Masonry – CMU Only	
5A	Structural Steel (Combo w/ 3A)	
5B	Decorative Railing	
6A	Architectural Millwork	
7A	Roofing	
7B	Joint Sealant & Waterproofing	
7C	Metal Panels	
7D	EIFS	
8A	Door Assemblies – Supply	\$ 99,805.00
8B	Door Assemblies – Install	
8C	Aluminum & Glazing	
8D	Overhead Doors	\$ 68,463.00
9A	Gypsum Assemblies	
9B	Flooring & Wall Tile	
9C	Epoxy Flooring	
9D	Sports Flooring – Rubber Flooring	
9D-1	Sports Flooring – PLAE Turf	
9D-2	Wrestling Mats, Wall Pads, Pull Up Bars	
9E	Paintings & Coatings	
10A	Specialties	
10B	Signage	
10C	Lockers	
11A	Food Service Equipment	
12A	Window Treatments	
12B	Stadium Bleachers	
14A	Elevators	
21A	Fire Suppression	
22A	Plumbing	
23A	HVAC	
26A	Electrical	
27A	Communications	
27B	Audio Visual	
27B-1	Speakers	
28A	Fire Alarm	
32A	Fencing	
XX	Shelving	
XX	Graphics	
XX	Custom Way Finding Signage	
	Misc. Allowances	
	Project Contingency	\$ (16,969)
	<b>Subtotal</b>	<b>\$ 151,299</b>
	General Conditions	
	Project Requirements	
	Bonds – Subs over \$50k bonded	
	Insurance	\$ 35,000
	Building Permit Fee Allowance	\$ 12,110
	Material Testing Allowance	\$ (35,000)
	Preconstruction Fee – Separate Contract	
	CM Fee – 3.5%	\$ 5,719
	<b>Construction Total</b>	<b>\$ 169,128</b>

Union West Stadium  
Division 8  
Bid Package #6



Trade Contract Identification

8A Door Assemblies - Supply

Trade Contractor - Bid Summary

Contractor:	Felix Thompson	CBS						
Base Bid:	\$ 99,805	\$ 107,835						
Total w/ Alt:	\$ 99,805	\$ 107,835	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor			Price
BASE BID :	Felix Thompson	\$	99,805.00
TOTAL ALT:	#N/A	\$	-

Trade Contract Identification

8B Door Assemblies - Installation

Trade Contractor - Bid Summary

Contractor:	Felix Thompson	Talon	Red Mountain					
Base Bid:	\$ 17,752	\$ 13,752	\$ 18,400					
Total w/ Alt:	\$ 17,752	\$ 13,752	\$ 18,400	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor			Price
BASE BID :	Talon	\$	13,752.00
TOTAL ALT:	#N/A	\$	-

Trade Contract Identification

8C Aluminum & Glazing

Trade Contractor - Bid Summary

Contractor:	Advantage Glass	RGC		Apax				
Base Bid:	\$ 565,000	\$ 483,850		\$ 550,517				
Total w/ Alt:	\$ 565,000	\$ 483,850	\$ -	\$ 550,517	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor			Price
BASE BID :	RGC	\$	483,850.00
TOTAL ALT:	#N/A	\$	-

Trade Contract Identification

8D Overhead Doors

Trade Contractor - Bid Summary

Contractor:	TOD	Overhead of Tulsa	Doortec					
Base Bid:	\$ 68,463	\$ 69,141	\$ 84,310					
Total w/ Alt:	\$ 68,463	\$ 69,141	\$ 84,310	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor			Price
BASE BID :	TOD	\$	68,463.00
TOTAL ALT:	#N/A	\$	-

## TRADE CONTRACT ATTACHMENT “D”

**Trade Contract Drawing/Specification Package**

I hereby attest by my signature that I have read and understand the drawings, as listed below, for their intended use. I also understand that they may be jobsite specific amended or modified at any time at the discretion of Crossland Construction, but not without prior written notification to the Trade Contractor.

**Union High School – West Stadium:**

**Drawings dated 01/17/20 as may be amended via addenda during the bidding process:**

Drawing Number	Description	Date Issued
GENERAL		
G-C-001	INDEX	01.17.20
G-C-100	SITE CODE PLAN	01.17.20
G-C-101	CODE PLAN - FIELD AND CONCOURSE LEVELS	01.17.20
G-C-102	CODE PLAN - PRESS BOX/SEATING	01.17.20
STRUCTURAL- BUILDING C		
S-C-101	STRUCTURAL NOTES	01.17.20
S-C-102	STRUCTURAL NOTES	01.17.20
S-C-103	SPECIAL INSPECTIONS	01.17.20
S-C-201N	FOUNDATION PLAN - NORTH	01.17.20
S-C-201S	FOUNDATION PLAN - SOUTH	01.17.20
S-C-202N	CONCOURSE FRAMING PLAN - NORTH	01.17.20
S-C-202S	CONCOURSE FRAMING PLAN - SOUTH	01.17.20
S-C-203	OVERALL CONCOURSE ROOF FRAMING PLAN	01.17.20
S-C-203N	CONCOURSE ROOF FRAMING PLAN - NORTH	01.17.20
S-C-203S	CONCOURSE ROOF FRAMING PLAN - SOUTH	01.17.20
S-C-204N	INTERMEDIATE FRAMING PLAN - NORTH	01.17.20
S-C-204S	INTERMEDIATE FRAMING PLAN - SOUTH	01.17.20
S-C-205N	PRESSBOX FRAMING PLAN - NORTH	01.17.20
S-C-205S	PRESSBOX FRAMING PLAN - SOUTH	01.17.20
S-C-206	PRESSBOX ROOF FRAMING PLANS	01.17.20
S-C-210	ENLARGED STAIR PLAN	01.17.20
S-C-301	TYPICAL CONCRETE DETAILS	01.17.20
S-C-302	TYPICAL CONCRETE DETAILS	01.17.20
S-C-303	TYPICAL CONCRETE DETAILS	01.17.20
S-C-304	CONCRETE DETAILS	01.17.20
S-C-305	CONCRETE DETAILS	01.17.20
S-C-306	CONCRETE DETAILS	01.17.20
S-C-307	CONCRETE DETAILS	01.17.20
S-C-308	CONCRETE DETAILS	01.17.20
S-C-320	TYPICAL PRECAST DETAILS	01.17.20
S-C-401	TYPICAL MASONRY DETAILS	01.17.20
S-C-402	TYPICAL MASONRY DETAILS	01.17.20
S-C-403	TYPICAL MASONRY DETAILS	01.17.20
S-C-501	TYPICAL STEEL DETAILS	01.17.20
S-C-502	TYPICAL STEEL DETAILS	01.17.20
S-C-503	TYPICAL STEEL DETAILS	01.17.20
S-C-504	TYPICAL STEEL DETAILS	01.17.20
S-C-505	STEEL DETAILS	01.17.20
S-C-506	STEEL DETAILS	01.17.20
S-C-507	STEEL DETAILS	01.17.20
S-C-508	STEEL DETAILS	01.17.20



S-C-509	STEEL DETAILS	01.17.20
S-C-510	STEEL DETAILS	01.17.20
S-C-511	STEEL DETAILS	01.17.20
S-C-512	STEEL DETAILS	01.17.20
S-C-550	FRAMING ELEVATIONS	01.17.20
S-C-551	TYPICAL BRACE DETAILS	01.17.20
S-C-552	BRACE ELEVATIONS	01.17.20
S-C-553	BRACE ELEVATIONS	01.17.20
S-C-554	BRACE ELEVATIONS	01.17.20
S-C-555	BRACE ELEVATIONS	01.17.20
ARCHITECTURAL SITE		
AS-C-100	ARCHITECTURAL SITE PLAN	01.17.20
ARCHITECTURAL-BUILDING C		
A-C-100	OVERALL REFERENCE PLANS	01.17.20
A-C-101N	FIELD LEVEL - NORTH ANNOTATION PLAN	01.17.20
A-C-101S	FIELD LEVEL - SOUTH ANNOTATION PLAN	01.17.20
A-C-102N	FIELD LEVEL - NORTH DIMENSION PLAN	01.17.20
A-C-102S	FIELD LEVEL - SOUTH DIMENSION PLAN	01.17.20
A-C-103N	FIELD LEVEL - NORTH REFLECTED CEILING PLAN	01.17.20
A-C-103S	FIELD LEVEL - SOUTH REFLECTED CEILING PLAN	01.17.20
A-C-104N	FIELD LEVEL - NORTH FINISH PLAN	01.17.20
A-C-104S	FIELD LEVEL - SOUTH FINISH PLAN	01.17.20
A-C-111N	CONCOURSE LEVEL - NORTH ANNOTATION PLAN	01.17.20
A-C-111S	CONCOURSE LEVEL - SOUTH ANNOTATION PLAN	01.17.20
A-C-112N	CONCOURSE LEVEL - NORTH DIMENSION PLAN	01.17.20
A-C-112S	CONCOURSE LEVEL - SOUTH DIMENSION PLAN	01.17.20
A-C-113N	CONCOURSE LEVEL - NORTH REFLECTED CEILING PLAN	01.17.20
A-C-113S	CONCOURSE LEVEL - SOUTH REFLECTED CEILING PLAN	01.17.20
A-C-114N	CONCOURSE LEVEL - NORTH FINISH PLAN	01.17.20
A-C-114S	CONCOURSE LEVEL - SOUTH FINISH PLAN	01.17.20
A-C-121	PENTHOUSE LEVEL - ANNOTATION & DIMENSION PLAN	01.17.20
A-C-131N	PRESS BOX LEVEL- NORTH ANNOTATION/ DIMENSION PLAN	01.17.20
A-C-131S	PRESS BOX LEVEL - SOUTH ANNOTATION/ DIMENSION PLAN	01.17.20
A-C-133	PRESS BOX LEVEL- REFLECTED CEILING / FINISH PLAN	01.17.20
A-C-141	CAMERA DECK LEVEL - ANNOTATION/ DIMENSION PLAN	01.17.20
A-C-201	EXTERIOR ELEVATIONS	01.17.20
A-C-202	EXTERIOR ELEVATIONS	01.17.20
A-C-203	EXTERIOR ELEVATIONS	01.17.20
A-C-204	EXTERIOR ELEVATIONS	01.17.20
A-C-205	EXTERIOR ELEVATIONS	01.17.20
A-C-301	BUILDING SECTIONS	01.17.20
A-C-302	BUILDING SECTIONS	01.17.20
A-C-311	WALL SECTIONS	01.17.20
A-C-312	WALL SECTIONS	01.17.20
A-C-313	WALL SECTIONS	01.17.20
A-C-314	WALL SECTIONS	01.17.20
A-C-315	WALL SECTIONS	01.17.20
A-C-316	WALL SECTIONS	01.17.20
A-C-317	WALL SECTIONS	01.17.20
A-C-319	WALL SECTIONS	01.17.20
A-C-321	LIGHT STANDARD ENLARG. PLANS, SECTIONS, DETAILS	01.17.20
A-C-322	ARCHITECTURAL COLUMNS ENARG. PLANS, SECTIONS, DETAILS	01.17.20
A-C-401	ENLARGED FLOOR PLANS	01.17.20
A-C-402	ENLARGED RESTROOMS & SPECIALTIES SCHEDULE	01.17.20
A-C-403	ENLARGED RESTROOMS ELEVATIONS	01.17.20
A-C-404	ENLARGED CONCESSIONS	01.17.20

Union High School – Bid Package #6 – West Stadium

A-C-405	ENLARGED CAMERA DECK, PLANS, SECTIONS, AND DETAILS	01.17.20
A-C-411	INTERIOR ELEVATIONS	01.17.20
A-C-451	STAIR PLANS AND SECTIONS	01.17.20
A-C-452	STAIR PLANS, SECTIONS, AND DETAILS	01.17.20
A-C-453	STAIR PLANS, SECTIONS AND DETAILS	01.17.20
A-C-454	STAIR PLANS, SECTIONS AND DETAILS	01.17.20
A-C-455	STAIR PLANS, SECTIONS AND DETAILS	01.17.20
A-C-461	ELEVATOR PLANS, SECTIONS, AND DETAILS	01.17.20
A-C-462	ELEVATOR DETAILS	01.17.20
A-C-501	EXTERIOR DETAILS	01.17.20
A-C-506	EXTERIOR DETAILS	01.17.20
A-C-507	EXTERIOR DETAILS	01.17.20
A-C-508	EXTERIOR DETAILS	01.17.20
A-C-509	EXTERIOR DETAILS	01.17.20
A-C-510	EXTERIOR DETAILS	01.17.20
A-C-551	GUARDRAIL AND HANDRAIL DETAILS	01.17.20
A-C-562	MILLWORK SECTIONS	01.17.20
A-C-601	DOOR SCHEDULES, ELEVATIONS AND DETAILS	01.17.20
A-C-602	DOOR DETAILS	01.17.20
A-C-611	GLAZING SCHEDULES, ELEVATIONS AND DETAILS	01.17.20
A-C-612	GLAZING SCHEDULES, ELEVATIONS AND DETAILS	01.17.20
A-C-613	GLAZING SCHEDULES, ELEVATIONS AND DETAILS	01.17.20
A-C-621	FINISH LIST, NOTES & FIXTURE MTG. HTS.	01.17.20
A-C-622	FIELD LEVEL - NORTH SIGNAGE PLAN	01.17.20
A-C-623	FIELD LEVEL - SOUTH SIGNAGE PLAN	01.17.20
A-C-624	CONCOURSE LEVEL - NORTH SIGNAGE PLAN	01.17.20
A-C-625	CONCOURSE LEVEL - SOUTH SIGNAGE PLAN	01.17.20
A-C-626	PRESS BOX LEVEL - SIGNAGE PLAN & SIGNAGE SCHEDULE	01.17.20
A-C-631	WALL PARTITIONS, ASSEMBLIES AND DETAILS	01.17.20
FIRE PROTECTION - BUILDING C		
FP-C-001	FIRE PROTECTION LEGEND AND NOTES	01.17.20
FP-C-110	FIRE PROTECTION WEST STADIUM FIELD LEVEL OVERALL	01.17.20
FP-C-111N	FIRE PROTECTION WEST STADIUM FIELD LEVEL NORTH	01.17.20
FP-C-111S	FIRE PROTECTION WEST STADIUM FIELD LEVEL SOUTH	01.17.20
FP-C-112	FIRE PROTECTION EAST STADIUM FIELD LEVEL	01.17.20
FP-C-120	FIRE PROTECTION WEST STADIUM CONCOURSE LEVEL OVERALL	01.17.20
FP-C-121N	FIRE PROTECTION WEST STADIUM CONCOURSE LEVEL NORTH	01.17.20
FP-C-121S	FIRE PROTECTION WEST STADIUM CONCOURSE LEVEL SOUTH	01.17.20
FP-C-131	FIRE PROTECTION WEST STADIUM PRESS BOX	01.17.20
FP-C-411	FIRE PROTECTION ENLARGED PLANS	01.17.20
FP-C-500	FIRE PROTECTION DETAILS	01.17.20
FP-C-501	FIRE ALARM SEQUENCE AND DETAILS	01.17.20
FP-D-111	EAST STADIUM FIELD LEVEL - FIRE PROTECTION	01.17.20
PLUMBING- BUILDING C		
P-C-001	PLUMBING LEGEND AND GENERAL NOTES	01.17.20
P-C-101N	FIELD LEVEL NORTH - PLUMBING PLAN	01.17.20
P-C-101S	FIELD LEVEL SOUTH - PLUMBING PLAN	01.17.20
P-C-111N	CONCOURSE LEVEL NORTH - PLUMBING PLAN	01.17.20
P-C-111S	CONCOURSE LEVEL SOUTH - PLUMBING PLAN	01.17.20
P-C-121N	CONCOURSE PENTHOUSE NORTH - PLUMBING PLAN	01.17.20
P-C-121S	CONCOURSE PENTHOUSE SOUTH - PLUMBING PLAN	01.17.20
P-C-131	PRESS BOX - PLUMBING PLAN	01.17.20
P-C-411	PLUMBING ENLARGED PLANS	01.17.20
P-C-412	PLUMBING ENLARGED PLANS	01.17.20
P-C-413	PLUMBING ENLARGED PLANS	01.17.20
P-C-414	PLUMBING ENLARGED PLANS	01.17.20

Union High School – Bid Package #6 – West Stadium

P-C-415	PLUMBING ENLARGED PLANS	01.17.20
P-C-500	PLUMBING DETAILS	01.17.20
P-C-501	PLUMBING DETAILS	01.17.20
P-C-502	PLUMBING DETAILS	01.17.20
P-C-600	PLUMBING SCHEDULES	01.17.20
P-C-700	PLUMBING RISERS	01.17.20
P-C-701	PLUMBING RISERS	01.17.20
P-C-702	PLUMBING RISERS	01.17.20
P-C-703	PLUMBING RISERS	01.17.20
P-C-704	PLUMBING RISERS	01.17.20
MECHANICAL- BUILDING C		
M-C-000	LEGEND AND GENERAL NOTES	01.17.20
M-C-101N	WEST FIELD LEVEL NORTH - HVAC PLAN	01.17.20
M-C-101S	WEST FIELD LEVEL SOUTH - HVAC PLAN	01.17.20
M-C-111	CONCOURSE LEVEL OVERALL - HVAC PLAN	01.17.20
M-C-121	CONCOURSE PENTHOUSE - HVAC PLAN	01.17.20
M-C-131	PRESS BOX - HVAC PLAN	01.17.20
M-C-141	PRESS BOX ROOF - HVAC PLAN	01.17.20
M-C-200	MECHANICAL UNDERGROUND PIPING	01.17.20
M-C-201N	WEST FIELD LEVEL NORTH - PIPING PLAN	01.17.20
M-C-201S	WEST FIELD LEVEL SOUTH - PIPING PLAN	01.17.20
M-C-211	CONCOURSE LEVEL OVERALL - PIPING PLAN	01.17.20
M-C-231	PRESS BOX - PIPING PLAN	01.17.20
M-C-500	MECHANICAL DETAILS	01.17.20
M-C-501	MECHANICAL DETAILS	01.17.20
M-C-502	MECHANICAL DETAILS	01.17.20
M-C-503	MECHANICAL DETAILS	01.17.20
M-C-600	MECHANICAL SCHEDULES	01.17.20
M-C-601	MECHANICAL SCHEDULES	01.17.20
M-C-700	MECHANICAL CONTROLS	01.17.20
M-C-701	MECHANICAL CONTROLS	01.17.20
M-C-702	MECHANICAL CONTROLS	01.17.20
M-C-703	MECHANICAL CONTROLS	01.17.20
M-C-704	MECHANICAL CONTROLS	01.17.20
M-C-705	MECHANICAL CONTROLS	01.17.20
M-C-706	MECHANICAL CONTROLS	01.17.20
M-C-707	MECHANICAL CENTRAL PLANT CONTROLS	01.17.20
M-C-708	MECHANICAL CENTRAL PLANT CONTROLS	01.17.20
M-C-709	MECHANICAL CENTRAL PLANT CONTROLS	01.17.20
M-C-800	MECHANICAL FLOW SCHEMATICS	01.17.20
M-C-801	MECHANICAL FLOW SCHEMATICS	01.17.20
M-E-211	UMAC FIELD LEVEL - PIPING PLAN	01.17.20
MD-E-211	UMAC FIELD LEVEL - PIPING DEMO PLAN	01.17.20
ELECTRICAL- BUILDING C		
E-C-000	ELECTRICAL LEGEND AND NOTES	01.17.20
E-C-111N	WEST FIELD LEVEL NORTH - LIGHTING RCP	01.17.20
E-C-111S	WEST FIELD LEVEL SOUTH - LIGHTING RCP	01.17.20
E-C-121N	CONCOURSE LEVEL NORTH - LIGHTING RCP	01.17.20
E-C-121S	CONCOURSE LEVEL SOUTH - LIGHTING RCP	01.17.20
E-C-131	PRESS BOX - LIGHTING RCP	01.17.20
E-C-141	CONCOURSE PENTHOUSE - LIGHTING PLAN	01.17.20
E-C-211N	WEST FIELD LEVEL NORTH - POWER PLAN	01.17.20
E-C-211S	WEST FIELD LEVEL SOUTH - POWER PLAN	01.17.20
E-C-221N	CONCOURSE LEVEL NORTH - POWER PLAN	01.17.20
E-C-221S	CONCOURSE LEVEL SOUTH - POWER PLAN	01.17.20
E-C-231	PRESS BOX - POWER PLAN	01.17.20

Union High School – Bid Package #6 – West Stadium

E-C-251	PRESS BOX ROOF - ELECTRICAL PLAN	01.17.20
E-C-311N	FIELD LEVEL NORTH - EQUIPMENT CONNECTION PLAN	01.17.20
E-C-311S	FIELD LEVEL SOUTH - EQUIPMENT CONNECTION PLAN	01.17.20
E-C-321N	CONCOURSE LEVEL NORTH - EQUIPMENT CONNECTION PLAN	01.17.20
E-C-321S	CONCOURSE LEVEL SOUTH - EQUIPMENT CONNECTION PLAN	01.17.20
E-C-331	PRESSBOX - EQUIPMENT CONNECTION PLAN	01.17.20
E-C-341N	CONCOURSE PENTHOUSE NORTH- EQUIPMENT PLAN	01.17.20
E-C-341S	CONCOURSE PENTHOUSE SOUTH- EQUIPMENT PLAN	01.17.20
E-C-500	ELECTRICAL DETAILS	01.17.20
E-C-600	ELECTRICAL SCHEDULES	01.17.20
E-C-601	ELECTRICAL SCHEDULES	01.17.20
E-C-700	LIGHT FIXTURE SCHEDULE	01.17.20
E-C-701	LIGHTING CONTROLS AND DETAILS	01.17.20
E-C-800	ELECTRICAL ONE-LINE DIAGRAM	01.17.20
E-C-801	ELECTRICAL FAULT CURRENT CALCULATIONS	01.17.20
E-E-311N	UMAC - FIELD LEVEL - EQUIPMENT CONNECTION PLAN	01.17.20
E-E-800	ELECTRICAL ONE-LINE DIAGRAM	01.17.20
TECHNOLOGY		01.17.20
T-C-101N	FIELD LEVEL NORTH LOW VOLTAGE	01.17.20
T-C-101S	FIELD LEVEL SOUTH LOW VOLTAGE	01.17.20
T-C-111N	CONCOURSE LEVEL NORTH LOW VOLTAGE	01.17.20
T-C-111S	CONCOURSE LEVEL SOUTH LOW VOLTAGE	01.17.20
T-C-131	PRESS BOX LOW VOLTAGE	01.17.20
AV-BUILDING C		
AV-000	GENERAL NOTES AND LEGENDS	01.17.20
AV-100	OVERALL REFERENCE PLAN	01.17.20
AV-B-111	BAND ADDITION FIRST FLOOR	01.17.20
AV-C-101N	STADIUM WEST - FIELD LEVEL - NORTH	01.17.20
AV-C-101S	STADIUM WEST - FIELD LEVEL - SOUTH	01.17.20
AV-C-103N	STADIUM WEST - FIELD LEVEL - NORTH RCP	01.17.20
AV-C-103S	STADIUM WEST - FIELD LEVEL - SOUTH RCP	01.17.20
AV-C-111N	STADIUM WEST - CONCOURSE LEVEL - NORTH	01.17.20
AV-C-111S	STADIUM WEST - CONCOURSE LEVEL - SOUTH	01.17.20
AV-C-113N	STADIUM WEST - CONCOURSE LEVEL - NORTH RCP	01.17.20
AV-C-113S	STADIUM WEST - CONCOURSE LEVEL - SOUTH RCP	01.17.20
AV-C-131N	STADIUM WEST - PRESS BOX - NORTH	01.17.20
AV-C-131S	STADIUM WEST - PRESS BOX - SOUTH	01.17.20
AV-C-141	STADIUM WEST PRESS BOX - ROOF	01.17.20
AV-C-301	WEST STADIUM SECTIONS	01.17.20
AV-C-411	WEST STADIUM ELEVATION	01.17.20
AV-D-111	STADIUM EAST - FIELD LEVEL	01.17.20
AV-E-112	UMAC - MAIN LEVEL	01.17.20
AV-E-301	UMAC SECTIONS	01.17.20
AV-1110	AUDIO FUNCTIONAL DIAGRAM	01.17.20
AV-1111	AUDIO FUNCTIONAL DIAGRAM	01.17.20
AV-1112	AUDIO FUNCTIONAL DIAGRAM	01.17.20
AV-1113	AV FUNCTIONALS - UMAC	01.17.20
AV-1115	AUDIO FUNCTIONAL DIAGRAM- WEIGHTS AND WRESTLING	01.17.20
AV-1170	PLATE AND PANEL DETAILS	01.17.20
AV-1180	RACK ELEVATIONS AND DETAILS	01.17.20
AV-1200	VIDEO PRODUCTION LEGEND AND NOTES	01.17.20
AV-1201	VIDEO PRODUCTION FUNCTIONALS - TECHNICAL ELEVATIONS	01.17.20
AV-1210	VIDEO PRODUCTION FUNCTIONALS - CABLING DETAILS	01.17.20
AV-1211	VIDEO PRODUCTION FUNCTIONALS - MOUNTING DETAILS	01.17.20
AV-1220	VIDEO PRODUCTION FUNCTIONALS - CAMERAS	01.17.20
AV-1221	VIDEO PRODUCTION FUNCTIONALS - ROUTING SWITCHER	01.17.20
AV-1222	VIDEO PRODUCTION FUNCTIONALS - PRODUCTION EQUIPMENT	01.17.20
AV-1223	VIDEO PRODUCTION FUNCTIONALS - UTILITY EQUIPMENT	01.17.20



AV-1224	VIDEO PRODUCTION FUNCTIONALS - INTERCOM	01.17.20
AV-1230	VIDEO PRODUCTION FUNCTIONALS - OPERATIONAL POSITIONS	01.17.20
AV-1232	VIDEO PRODUCTION FUNCTIONALS - SYNC	01.17.20

**Project Specifications Manual dated 01/17/20 as may be amended via addenda during the bidding process.**

Specification	Description	Date Issued
00 0001	COVER & SIGNATURES PAGE	01/17/20
00 0002	TABLE OF CONTENTS	01/17/20
00 0115	LIST OF DRAWING SHEETS	01/17/20
00 2110	SUPPLEMENTAL INSTRUCTIONS TO BIDDERS	01/17/20
00 3132	GEOTECHNICAL DATA	01/17/20
A201-2017	GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FOR CONSTRUCTION	01/17/20
01 0000	GENERAL REQUIREMENTS	01/17/20
01 2100	ALLOWANCES	01/17/20
01 2300	ALTERNATES	01/17/20
01 7329	CUTTING AND PATCHING	01/17/20
01 9113	GENERAL COMMISSIONING REQUIREMENTS	01/24/20
02 4119	SELECTIVE DEMOLITION	01/24/20
03 3000	CAST-IN-PLACE CONCRETE (STADIUM)	01/24/20
03 3500	CONCRETE FLOOR FINISHING	01/24/20
03 4100	PLANT-PRECAST STRUCTURAL CONCRETE	01/24/20
04 2000	UNIT MASONRY ASSEMBLIES	01/24/20
05 1200	STRUCTURAL STEEL FRAMING (STADIUM)	01/24/20
05 1213	ARCHITECTURALLY EXPOSED STRUCTURAL STEEL	01/24/20
05 3100	STEEL DECK	01/24/20
05 4000	COLD-FORMED METAL FRAMING	01/24/20
05 5000	METAL FABRICATIONS	01/24/20
05 5100	METAL STAIRS	01/24/20
05 5200	ILLUMUMINATED METAL RAILINGS	01/24/20
05 5213	PIPE AND TUBE RAILINGS	01/24/20
05 7300	DECORATIVE METAL RAILINGS	01/24/20
06 1053	ROUGH CARPENTRY	01/24/20
06 4023	INTERIOR ARCHITECTURAL WOODWORK	01/24/20
07 1413	HOT FLUID-APPLIED WATERPROOFING, SPLIT SLAB	01/24/20
07 1416	COLD FLUID-APPLIED WATERPROOFING, FOUNDATION WALL	01/24/20
07 1700	BENTONITE WATERPROOFING	01/24/20
07 2100	THERMAL INSULATION	01/24/20
07 2119	FOAMED-IN-PLACE INSULATION	01/24/20
07 2413	EXTERIOR INSULATION FINISH SYSTEM	01/24/20
07 2729	WATER RESISTIVE MEMBRANE AND AIR-BARRIER COATINGS	01/24/20
07 4213.13	FORMED METAL SOFFIT PANEL	01/24/20
07 4213.20	CORRUGATED PERFORATED METAL WALL PANELS	01/24/20
07 4213.24	ALUMINUM METAL PLATE WALL PANELS	01/24/20
07 5213	ATACTIC POLYPROPYLENE (APP) MODIFIED BITUMINUS MEMBRANE ROOFING	01/24/20
07 6100	PREFORMED SHEET METAL ROOFING	01/24/20
07 6200	SHEET METAL FLASHING AND TRIM	01/24/20
07 7253	SNOW GUARDS	01/24/20
07 7273	MEMBRANE LEAK DETECTION SYSTEM	01/24/20
07 8400	FIRESTOPPING	01/24/20
07 9200	JOINT SEALANTS	01/24/20
08 1113	HOLLOW METAL DOOR FRAMES	01/24/20
08 1416	FLUSH WOOD DOORS	01/24/20
08 3113	ACCESS DOORS and FRAMES	01/24/20
08 3300	ROLLING GRILLS OPEN DESIGN	01/24/20
08 3310	ROLLING COUNTER FIRE SHUTTER	01/24/20
08 3323	OVERHEAD COILING DOORS	01/24/20
08 4113	ALUMINUM FRAMED ENTRANCES AND STOREFRONTS	01/24/20

Union High School – Bid Package #6 – West Stadium

08 4413	FIELD PRESSBOX WINDOW SYSTEMS	01/24/20
08 7100	DOOR HARDWARE	01/24/20
08 8000	GLAZING	01/24/20
09 2116	GYPSUM BOARD ASSEMBLIES	01/24/20
09 3000	TILING	01/24/20
09 5110	METAL PANEL CEILINGS	01/24/20
09 5113	ACOUSTICAL PANEL CEILINGS	01/24/20
09 6519	RESILIENT FLOORING	01/24/20
09 7250	RESINOUS EPOXY FLOORING	01/24/20
09 9123	PAINTING	01/24/20
09 9600	HIGH-PERFORMANCE COATINGS	01/24/20
10 1100	VISUAL DISPLAY SURFACES	01/24/20
10 1400	SIGNAGE	01/24/20
10 2113	PLASTIC TOILET COMPARTMENTS & SHOWER PARTITIONS	01/24/20
10 2116	SHOWER SURROUNDS	01/24/20
10 2600	WALL PROTECTION	01/24/20
10 2800	TOILET ACCESSORIES	01/24/20
10 4400	FIRE-PROTECTION SPECIALTIES	01/24/20
10 7500	FLAGPOLES	01/24/20
11 4000	FOODSERVICE EQUIPMENT	01/24/20
11 4100	WALK-IN COLD STORAGE & REFRIGERATION	01/24/20
11 6350	VIDEO PRODUCTION SYSTEM	01/24/20
12 2413	ROLLER WINDOW SHADES	01/24/20
12 3100	MANUFACTURED METAL CASEWORK	01/24/20
12 3616	METAL COUNTERTOPS	01/24/20
12 6100	ALUMINUM PLANK (BLEACHER) SEATING	01/24/20
12 6300	STADIUM AND ARENA SEATING	01/24/20
12 6400	MEETING ROOM SEATING, FIXED WITH BACK	01/24/20
21 0000	TABLE OF CONTENTS	01/24/20
21 0010	GENERAL FIRE SUPPRESSION REQUIREMENTS	01/24/20
21 0500	COMMON WORK RESULTS FOR FIRE SUPPRESSIONS	01/24/20
21 0515	BASIC FIRE SUPPRESSION PIPING METHODS AND MATERIALS	01/24/20
21 0553	IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT	01/24/20
21 1100	FIRE SUPPRESSION WATER SERVICE PIPING	01/24/20
21 1200	FIRE SUPPRESSION STANDPIPES	01/24/20
21 1313	WATER BASED FIRE SUPPRESSION SYSTEMS	01/24/20
21 3113	ELECTRIC DRIVE, CENTRIFUGAL FIRE PUMPS	01/24/20
22 0000	DIVISION 22 TABLE OF CONTENTS	01/24/20
22 0010	GENERAL PLUMBING REQUIREMENTS 22	01/24/20
22 0015	COORDINATION	01/24/20
22 0500	COMMON WORK RESULTS FOR PLUMBING	01/24/20
22 0513	COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT	01/24/20
22 0515	BASIC PIPING MATERIALS AND METHODS	01/24/20
22 0519	METERS AND GAUGES FOR PLUMBING PIPING	01/24/20
22 0523	GENERAL-DUTY VALVES FOR PLUMBING PIPING	01/24/20
22 0529	HANGERS AND SUPPORTS FOR PLUMBING PIPING	01/24/20
22 0550	VIBRATION ISOLATION FOR PLUMBING PIPING AND EQUIPMENT	01/24/20
22 0553	IDENTIFICATION FOR PLUMBING PIPING & EQUIPMENT	01/24/20
22 0700	PLUMBING INSULATION	01/24/20
22 0800	COMMISSIONING PLUMBING SYSTEMS	01/24/20
22 1100	WATER DISTRIBUTION PIPING & SPECIALTIES	01/24/20
22 1111	MECHANICALLY JOINED PLUMBING PIPING SYSTEMS	01/24/20
22 1123	DOMESTIC WATER PUMPS	01/24/20
22 1300	SANITARY DRAINAGE & VENT PIPING & SPECIALTIES	01/24/20
22 4000	PLUMBING FIXTURES	01/24/20
22 1489	SUMP PUMPS	01/24/20
22 3300	ELECTRIC DOMESTIC WATER HEATERS	01/24/20
22 3400	FUEL FIRED DOMESTIC WATER HEATERS	01/24/20
22 4000	PLUMBING FIXTURES	01/24/20
22 7000	NATURAL GAS SYSTEMS	01/24/20

22 7010	MECHANICALLY JOINED NATURAL GAS PIPING SYSTEMS	01/24/20
23 0000	DIVISION 23 TABLE OF CONTENTS	01/24/20
23 0010	GENERAL MECHANICAL REQUIREMENTS	01/24/20
23 0015	ELECTRICAL COORDINATION FOR MECHANICAL EQUIPMENT	01/24/20
23 0500	COMMON WORK RESULTS FOR HVAC	01/24/20
23 0510	BASIC PIPING MATERIALS AND METHODS	01/24/20
23 0513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	01/24/20
23 0514	VARIABLE FREQUENCY DRIVES	01/24/20
23 0516	EXPANSTION FITTINGS AND LOOPS FOR HVAC PIPING	01/24/20
23 0519	METERS AND GAUGES FOR HVAC PIPING	01/24/20
23 0523	GENERAL DUTY VALVES FOR HVAC PIPING	01/24/20
23 0529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	01/24/20
23 0550	VIBRATION ISOLATION FOR HVAC PIPING AND EQUIPMENT	01/24/20
23 0553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	01/24/20
23 0593	TESTING, ADJUSTING, AND BALANCING FOR HVAC	01/24/20
23 0700	HVAC INSULATION	01/24/20
23 0800	VP,,ODDOPMOMH HVAC SYSTEMS	01/24/20
23 0913	INSTRUMENTATION AND CONTROL DEVICES FOR HVAC	01/24/20
23 0923	DIRECT DIGITAL CONTRROL OF HVAC	01/24/20
23 2113	HYDRONIC PIPING	01/24/20
23 2113.13	UNDERGRUOND HYDRONIC PIPING	01/24/20
23 2114	MECHANICALLY JOINED HYDRONIC PIPING SYSTEMS	01/24/20
23 2116	HYDRONIC SPECIALTIES	01/24/20
23 2123	HYDRONIC PUMPS	01/24/20
23 2300	REFRIGERANT PIPING	01/24/20
23 2500	HVAC WATER TREATMENT	01/24/20
23 3113	METAL DUCTS	01/24/20
23 3300	AIR DUCT ACCESSORIES	01/24/20
23 3600	AIR TERMINAL UNITS	01/24/20
23 3423	HVAC POWER VENTILATORS	01/24/20
23 3713	DIFFUSERS, REGISTERS & GRILLES	01/24/20
23 3813	COMMERCIAL KITCHEN HOODS	01/24/20
23 5100	BREECHINGS, CHIMNEYS AND STACKS	01/24/20
23 5216	CONDENSING BOILERS	01/24/20
23 6500	COOLING TOWERS	01/24/20
23 7313	MODULAR INDOOOR CENTRAL STATION AIR HANDLING UNITS	01/24/20
23 7323	CUSTOM CENTRAL STATION AIR HANDLING UNITS	01/24/20
23 7339	DIRECT FIRED H AND V UNITS	01/24/20
23 8126	SPLIT SYSTEM AIR CONDITIONERS	01/24/20
23 8500	ELECTRIC HEATING UNITS	01/24/20
260000	DIVISION 26 TABLE OF CONTENTS	01/24/20
26 0010	GENERAL ELECTRICAL REQUIREMENTS	01/24/20
26 0500	COMMON WORK RESULTS FOR ELECTRICAL	01/24/20
26 0502	EQUIPMENT WIRING SYSTEMS	01/24/20
26 0519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	01/24/20
26 0526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	01/24/20
26 0529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	01/24/20
26 0533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	01/24/20
26 0553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	01/24/20
26 0573	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	01/24/20
26 0800	COMMISSIONING ELECTRICAL SYSTEMS	01/24/20
26 0910	CENTRALIZED DIMMING SYSTEM	01/24/20
26 0923	LIGHTING CONTROL DEVICES	01/24/20
26 2200	LOW-VOLTAGE TRANSFORMERS	01/24/20
26 2413	SWITCHBOARDS	01/24/20
26 2416	PANELBOARDS	01/24/20
26 2726	WIRING DEVICES	01/24/20
26 2816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	01/24/20
26 2813	FUSES	01/24/20
26 2913	ENCLOSED CONTROLLERS	01/24/20

Union High School – Bid Package #6 – West Stadium

26 5100	INTERIOR LIGHTING	01/24/20
26 5600	EXTERIOR LIGHTING	01/24/20
27 0500	COMMON WORK RESULTS FOR TELECOMMUNICATIONS	01/24/20
27 1116	CABINETS AND ENCLOSURES FOR TELECOMMUNICAITONS	01/24/20
27 1300	BACKBONE CABLING FOR TELECOMMUNICATIONS	01/24/20
27 1500	HORIZONTAL CABLING FOR TELECOMMUNICATIONS	01/24/20
27 1700	HDMI IN WALL CABLES	01/24/20
27 4116	AUDIO SYSTEMS AND EQUIPMENT	01/24/20
28 0000	TOC SECURITY FIRE ALARM	01/24/20
28 4600	FIRE DETECTION AND ALARM	01/24/20
31 2323	EXPANDED POLYSTYRENE FILL	01/17/20
31 6329	DRILLED PIERS (STADIUM)	01/17/20
32 3113	CHAIN LINK FENCES AND GATES	01/17/20
32 3119	ORNAMENTAL METAL FENCES AND GATES	01/17/20
32 8400	IRRIGATION	01/17/20
32 9200	SODDING	01/17/20
32 9300	PLANT MATERIALS AND OPERATION	01/17/20

I hereby attest by my signature that I have read and understand the drawings, as listed below, for their intended use. I also understand that they may be jobsite specific amended or modified at any time at the discretion of Crossland Construction, but not without prior written notification to the Trade Contractor.

Other Reports to be included as part of the contract documents:

- Crossland Construction Bid Package #6, Dated 01/24/20
- Geotechnical Engineering Report as prepared by Terracon, Dated 04.03.2018
- Supplemental Geotechnical Engineering Report as prepared by Terracon, Dated 12.17.2018

NAME OF BIDDER: \_\_\_\_\_

By: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_





# Memorandum

**To:** Dr. Kirt Hartzler, Superintendent  
**From:** Fred Isaacs, Director of Construction Services  
**Date:** April 3, 2020  
**Re:** High School Expansion and Renovation Construction, Amendment 7

---

## **RECOMMENDATION:**

I recommend the Board of Education consider and vote to accept the bids for construction of the High School Expansion and Renovation project. I further recommend the Board of Education approve and award the construction contracts, assign such construction contracts to Crossland Construction Company, Inc. with price Amendment No. 7 in the amount of \$10,216,445.00. Award of this GMP Amendment is contingent upon closing and receipt of 2020 bond funds.

## **DISCUSSION:**

This amendment will provide for Construction of a majority of the building trades associated with the overall construction of the West Side Stadium construction, which is part of the overall High School Campus Improvement Project. Trades packages include precast stadium seating pans and risers, mechanical systems, electrical systems, gypsum board assemblies, roofing and waterproofing, flooring, and finishes as referenced in Crossland's GMP Amendment #7.

As noted, award of this GMP Amendment is contingent upon closing and receipt of 2020 bond funds and a notice to proceed will not occur until funds are available.

## **Bid Tabulation Summary:**

Direct Construction Cost	\$ 9,431,132.00
Professional Services	\$ 785,313.00
Guaranteed Maximum Price	\$10,216,445.00

## **FUNDING:**

Vendor: Crossland Construction Company, Inc.  
Contract Amount: \$10,216,445.00  
Funding Source: 2020 Bond Funds

## **ATTACHMENTS:**

RQ: Contract

CC: Barbara Swinburne

## Attachment A

<u>2019 Bond Money</u>	
Starting Bond Allocation	\$10,751,534.00
Amendment #1	\$ 1,200,190.00
Amendment #2	\$ 3,126,352.00
Amendment #3	\$ 164,744.60
Amendment #4	\$ 445,754.77
Amendment #5	\$ 5,603,303.00
Amendment #6	\$ 169,128.00
<b>Amendment Subtotal</b>	<b>\$10,709,472.37</b>
Other POs for Project	\$ 41,716.94
<b>Remaining Bond Funds</b>	<b>\$ 344.69</b>

<u>2020 Bond Money</u>	
Starting Bond Allocation	\$14,600,000.00
Amendment # 7	\$10,216,445.00
<b>Amendment Subtotal</b>	<b>\$10,216,445.00</b>
Other POs for Project	
<b>Remaining Bond Funds</b>	<b>\$4,383,555.00</b>

### 2021 Bond Money





# AIA Document A133™ – 2009 Exhibit A

## Guaranteed Maximum Price Amendment 7

for the following PROJECT:

*(Name and address or location)*

Union Fine Arts & Stadium – BP6 – West Stadium

THE OWNER:

*(Name, legal status and address)*

Union Public Schools  
8506 E. 61<sup>st</sup> St.  
Tulsa, OK 74113-1926

THE CONSTRUCTION MANAGER:

*(Name, legal status and address)*

Crossland Construction Company, Inc., General Corporation  
420 S. 145<sup>th</sup> E. Ave., Suite K  
Tulsa, OK 74108

### ARTICLE A.1

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ten million, two hundred sixteen thousand, four hundred forty-five (\$ \$10,216,445 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

*(Provide below or reference an attachment.)*

Exhibit A

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

Exhibit B

#### 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™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.



§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Corner Guards	\$10,000

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

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

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)  
Refer to Trade Contract Attachment D for BP6

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

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)  
Refer to Trade Contract Attachment D for BP6

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

## ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

\_\_\_\_\_  
OWNER (Signature)

  
\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
President, Board of Education  
(Printed name and title)

\_\_\_\_\_  
Greg Smith – Vice President Tulsa Division  
(Printed name and title)



# Additions and Deletions Report for AIA® Document A133™ – 2009 Exhibit A

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:42:18 ET on 04/08/2020.

## PAGE 1

Union Fine Arts & Stadium – BP6 – West Stadium

...

Union Public Schools  
8506 E. 61<sup>st</sup> St.  
Tulsa, OK 74113-1926

...

*(Name, legal status and address)*

Crossland Construction Company, Inc., General Corporation  
420 S. 145<sup>th</sup> E. Ave., Suite K  
Tulsa, OK 74108

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ten million, two hundred sixteen thousand, four hundred forty-five (\$ 10,216,445 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Exhibit A

...

Exhibit B

## PAGE 2

Corner Guards

\$10,000

...

Refer to Trade Contract Attachment D for BP6

...

Refer to Trade Contract Attachment D for BP6

...

President, Board of Education

Greg Smith – Vice President Tulsa Division

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:42:18 ET on 04/08/2020 under Order No. 8780448077 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
(Signed)

Vice President - Tulsa Div.  
(Title)

4 / 8 / 20  
(Dated)

Union West Stadium		GMP 7
SF:	75,874	
Date:	4/8/2020	\$ 10,368,498
BP#	Description	
3A	Concrete	
3B	Precast	\$ 1,041,000.00
4A	Masonry Veneer	
4A-1	Masonry – CMU Only	
5A	Structural Steel (Combo w/ 3A)	
5B	Decorative Railing	
6A	Architectural Millwork	
7A	Roofing	\$ 517,347.00
7B	Joint Sealant & Waterproofing	
7C	Metal Panels	
7D	EIFS	\$ 63,270.00
8A	Door Assemblies – Supply	
8B	Door Assemblies – Install	\$ 13,752.00
8C	Aluminum & Glazing	\$ 483,850.00
8D	Overhead Doors	
9A	Gypsum Assemblies	\$ 657,528.00
9B	Flooring & Wall Tile	\$ 134,000.00
9C	Epoxy Flooring	
9D	Sports Flooring – Rubber Flooring	\$ -
9D-1	Sports Flooring – PLAE Turf	
9D-2	Wrestling Mats, Wall Pads, Pull Up Bars	
9E	Paintings & Coatings	
10A	Specialties	\$ 159,128.00
10B	Signage	
10C	Lockers	
11A	Food Service Equipment	\$ 143,016.00
12A	Window Treatments	
12B	Stadium Bleachers	
14A	Elevators	\$ 101,044.00
21A	Fire Suppression	\$ 290,200.00
22A	Plumbing	\$ 1,068,639.00
23A	HVAC	\$ 2,750,000.00
26A	Electrical	\$ 1,323,060.00
27A	Communications	\$ 90,888.00
27B	Audio Visual	\$ 584,410.00
27B-1	Speakers	
28A	Fire Alarm	
32A	Fencing	
XX	Shelving	
XX	Graphics	
XX	Custom Way Finding Signage	
	Misc. Allowances	\$ 10,000
	5% Project Contingency	\$ -
	<b>Subtotal</b>	<b>\$ 9,431,132</b>
	General Conditions	\$ 424,608
	Project Requirements	\$ 110,261
	Bonds – Subs over \$50k bonded	
	Insurance	\$ 51,871
	Building Permit Fee Allowance	
	Material Testing Allowance	
	Preconstruction Fee – Separate Contract	
	CM Fee – 3.5%	\$ 350,626
	<b>Construction Total</b>	<b>\$ 10,368,498</b>
	<b>Total Accepted Alternates</b>	<b>\$ (152,053)</b>
	<b>Total GMP 7</b>	<b>\$ 10,216,445</b>



**CROSSLAND**  
CONSTRUCTION COMPANY, INC.

Trade Contract Identification
Allowances

## Summary

GMP 5 - Approved							
Description:	GMP 5 - Approved	GMP 7					
Pier Removal	\$ 20,000						
Additonal 1'-0" Pad Undercut	\$ 15,000						
Misc. Utility Demo	\$ 7,500						
Demo at SW Existing Stair	\$ 5,000						
Misc. Umac Demo/Repair	\$ 5,000						
Field Access	\$ 8,500						
Corner Guards? X 100	\$ -	\$ 10,000					
	\$ 61,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -

Union West Stadium  
Divison 3  
Bid Package #6



Trade Contract Identification
3A Concrete

Trade Contractor - Bid Summary

Contractor:	Cantera Concrete	TWX	Crossland					
Base Bid:	\$ 2,846,100	\$ 2,674,000	\$ 2,564,000					
		\$ 51,921	\$ 40,400					
	\$ 154,150	\$ 150,000	\$ 143,000					
Total w/ Alt:	\$ 3,000,250	\$ 2,875,921	\$ 2,747,400	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Crossland	\$ 2,564,000.00
TOTAL ALT:	#N/A	\$ -

Union West Stadium  
Division 7  
Bid Package #6

**CROSSLAND**  
CONSTRUCTION COMPANY, INC.

Trade Contract Identification

7A Roofing

Trade Contractor - Bid Summary

Contractor:	OK Roofing	Atwell						
Base Bid:	\$ 517,347	\$ 695,500						
Alternate 4:		\$ (4,000)						
Total w/ Alt:	\$ 517,347	\$ 691,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	OK Roofing	\$ 517,347.00
TOTAL ALT:	#N/A	\$ -

Trade Contract Identification

7B Joint Sealants & Waterproofing

Trade Contractor - Bid Summary

Contractor:	OK Waterproofing	Alpha	Chamberlin					
Base Bid:	\$ 602,218	\$ 489,410	\$ 518,294					
Total w/ Alt:	\$ 602,218	\$ 489,410	\$ 518,294	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Alpha	\$ 489,410.00
TOTAL ALT:	#N/A	\$ -

Trade Contract Identification

7C Metal Panels

Trade Contractor - Bid Summary

Contractor:								
Base Bid:								
Total w/ Alt:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	#N/A	\$ -
TOTAL ALT:	#N/A	\$ -

Trade Contract Identification

7D EIFS

Trade Contractor - Bid Summary

Contractor:	Majo	MW Drywall	Talon					
Base Bid:	\$ 101,600	\$ 63,270	\$ 96,960					
Total w/ Alt:	\$ 101,600	\$ 63,270	\$ 96,960	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	MW Drywall	\$ 63,270.00
TOTAL ALT:	#N/A	\$ -

Union West Stadium  
Division 8  
Bid Package #6



Trade Contract Identification

8A Door Assemblies - Supply

Trade Contractor - Bid Summary

Contractor:	Felix Thompson	CBS						
Base Bid:	\$ 99,805	\$ 107,835						
Total w/ Alt:	\$ 99,805	\$ 107,835	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor		Price
BASE BID :	Felix Thompson	\$ 99,805.00
TOTAL ALT:	#N/A	\$ -

Trade Contract Identification

8B Door Assemblies - Installation

Trade Contractor - Bid Summary

Contractor:	Felix Thompson	Talon	Red Mountain					
Base Bid:	\$ 17,752	\$ 13,752	\$ 18,400					
Total w/ Alt:	\$ 17,752	\$ 13,752	\$ 18,400	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor		Price
BASE BID :	Talon	\$ 13,752.00
TOTAL ALT:	#N/A	\$ -

Trade Contract Identification

8C Aluminum & Glazing

Trade Contractor - Bid Summary

Contractor:	Advantage Glass	RGC		Apax				
Base Bid:	\$ 565,000	\$ 483,850		\$ 550,517				
Total w/ Alt:	\$ 565,000	\$ 483,850	\$ -	\$ 550,517	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor		Price
BASE BID :	RGC	\$ 483,850.00
TOTAL ALT:	#N/A	\$ -

Trade Contract Identification

8D Overhead Doors

Trade Contractor - Bid Summary

Contractor:	TOD	Overhead of Tulsa	Doortec					
Base Bid:	\$ 68,463	\$ 69,141	\$ 84,310					
Total w/ Alt:	\$ 68,463	\$ 69,141	\$ 84,310	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor		Price
BASE BID :	TOD	\$ 68,463.00
TOTAL ALT:	#N/A	\$ -



Union West Stadium  
Division 9  
Bid Package #6



Trade Contract Identification

9A Gypsum Assemblies

Trade Contractor - Bid Summary

Contractor:	MW Drywall	Green Country						
Base Bid:	\$ 657,528	\$ 935,000						
Total w/ Alt:	\$ 657,528	\$ 935,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

BASE BID :	MW Drywall	\$ 657,528.00
TOTAL ALT:	#N/A	\$ -

Trade Contract Identification

9B Flooring & Wall Tile

Trade Contractor - Bid Summary

Contractor:	Interior Concepts	Flooring Systems	Carrols	T&S Taylor				
Base Bid:	\$ 136,000	\$ 173,488	\$ 209,500	\$ 134,000				
Total w/ Alt:	\$ 136,000	\$ 173,488	\$ 209,500	\$ 134,000	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

BASE BID :	T&S Taylor	\$ 134,000.00
TOTAL ALT:	#N/A	\$ -

Trade Contract Identification

9C Epoxy Flooring

Trade Contractor - Bid Summary

Contractor:	Macht	Ardor	Allied Ind					
Base Bid:	\$ 35,024	\$ 107,000	\$ 51,418					
Alternate 5	\$ 10,920	\$ 38,700	\$ 32,247					
Total w/ Alt:	\$ 45,944	\$ 145,700	\$ 83,665	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor		Price
BASE BID :	Macht	\$ 35,024.00
TOTAL ALT:	#N/A	\$ -

Trade Contract Identification

9D Sports Flooring

Trade Contractor - Bid Summary

Contractor:	Performance Surfaces	PLAE	Vector					
Base Bid:	\$ 335,460	\$ 214,160	\$ 216,570					
Total w/ Alt:	\$ 335,460	\$ 214,160	\$ 216,570	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

Recommended Trade Contractor		Price
BASE BID :	PLAE	\$ 214,159.94
TOTAL ALT:	#N/A	\$ -

Trade Contract Identification

9E Painting & Coatings

Trade Contractor - Bid Summary

Contractor:	Talon	Vale						
Base Bid:	\$ 248,514	\$ 275,010						
Alternate 8	\$ (5,400)							
Total w/ Alt:	\$ 243,114	\$ 275,010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Talon	\$ 248,514.00
TOTAL ALT:	#N/A	\$ -

Union West Stadium  
Division 10  
Bid Package #6

**CROSSLAND**  
CONSTRUCTION COMPANY, INC.

Trade Contract Identification  
10A Specialties

Trade Contractor - Bid Summary

Contractor:	Felix Thompson	Red Mountain	Czarniecki					
Base Bid:	\$ 159,128	\$ 223,400	\$ 162,539					
Total w/ Alt:	\$ 159,128	\$ 223,400	\$ 162,539	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Felix Thompson	\$ 159,128.00
TOTAL ALT:	#N/A	\$ -

Trade Contract Identification  
10B Signage

Trade Contractor - Bid Summary

Contractor:	Claude Neon							
Base Bid:	\$ 78,757							
Total w/ Alt:	\$ 78,757	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Claude Neon	\$ 78,757.00
TOTAL ALT:	#N/A	\$ -

Trade Contract Identification  
10C Lockers

Trade Contractor - Bid Summary

Contractor:	Czarniecki							
Base Bid:	\$ 85,259							
	*Late							
	*Non-responsive							
Total w/ Alt:	\$ 85,259	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Czarniecki	\$ 85,259.24
TOTAL ALT:	#N/A	\$ -

Union West Stadium  
Division 11  
Bid Package #6



Trade Contract Identification
11A Food Service Equipment

Trade Contractor - Bid Summary

Contractor:	Curtis	Amundson	Platinum Ventures					
Base Bid:	no bid	no bid	\$ 143,016					
Total w/ Alt:	\$ -	\$ -	\$ 143,016	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Platinum Ventures	\$ 143,016.00
TOTAL ALT:	#N/A	\$ -



Union West Stadium  
Division 14  
Bid Package #6



Trade Contract Identification
14A Elevators

Trade Contractor - Bid Summary

Contractor:	Schindler	Otis	Thyssenkrupp	Kone				
Base Bid:	\$ 131,700	\$ 101,044	\$ 123,106	\$ 116,990				
Total w/ Alt:	\$ 131,700	\$ 101,044	\$ 123,106	\$ 116,990	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Otis	\$ 101,044.00
TOTAL ALT:	#N/A	\$ -

Union West Stadium  
Division 21  
Bid Package #6



Trade Contract Identification
21A Fire Suppression

Trade Contractor - Bid Summary

Contractor:	Western Fire	All American						
Base Bid:	\$ 290,200	\$ 343,580						
Total w/ Alt:	\$ 290,200	\$ 343,580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Western Fire	\$ 290,200.00
TOTAL ALT:	#N/A	\$ -

Union West Stadium  
Division 22  
Bid Package #6



Trade Contract Identification

22A Plumbing

Trade Contractor - Bid Summary

Contractor:	Omni	Action	OCE Mech	Platinum	McIntosh	Midwest	Shoemaker	
Base Bid:	\$ 1,291,353	\$ 1,068,639	\$ 1,845,000	\$ 1,377,810	\$ 1,587,562	\$ 1,197,400	\$ 1,460,549	
Alternate 3:	\$ -	0	\$ -					
Alternate 5:	\$ -	\$ (1,150)		\$ 12,000	\$ 3,960	\$ (1,450)	\$ 5,900	
Total w/ Alt:	\$ 1,291,353	\$ 1,067,489	\$ 1,845,000	\$ 1,389,810	\$ 1,591,522	\$ 1,195,950	\$ 1,466,449	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Action	\$ 1,068,639.00
TOTAL ALT:	Action	\$ (1,150.00)

Union West Stadium  
Division 23  
Bid Package #6

**CROSSLAND**  
CONSTRUCTION COMPANY, INC.

Trade Contract Identification

23A HVAC

Trade Contractor - Bid Summary

Contractor:	Action	Omni	Platinum	OCE	McIntosh	Shoemaker	Sligar	
Base Bid:	\$ 3,536,300	\$ 3,131,067	\$ 3,460,300	\$ 4,150,000	\$ 3,482,600	\$ 3,276,281	\$ 2,750,000	
Alternate 3:	\$ (150,000)	\$ (105,000)	\$ (112,650)	\$ (96,000)	\$ (62,264)	\$ (102,461)	\$ (134,500)	
Total w/ Alt:	\$ 3,386,300	\$ 3,026,067	\$ 3,347,650	\$ 4,054,000	\$ 3,420,336	\$ 3,173,820	\$ 2,615,500	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Sligar	\$ 2,750,000.00
TOTAL ALT:	Sligar	\$ (134,500.00)

Union West Stadium  
Division 26  
Bid Package #6



Trade Contract Identification

26A Electrical

Trade Contractor - Bid Summary

Contractor:	Colburn	Oil Capital	Bill's Electric	Lighthouse	Alliance			
Base Bid:	\$ 1,974,000	\$ 2,279,000	\$ 1,890,000	\$ 2,146,690	\$ 1,323,060			
Alt 1	\$ 153,700	\$ 99,600	\$ 153,065	\$ 26,460	\$ 96,385			
Alt 2	\$ 25,000	\$ 27,420	\$ 15,500	\$ 24,781	\$ 23,900			
Alt 3	\$ 2,200	\$ 35,000	\$ 10,800	\$ 3,700	\$ (3,500)			
Total w/ Alt:	\$ 2,154,900	\$ 2,441,020	\$ 2,069,365	\$ 2,201,631	\$ 1,439,845	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Alliance	\$ 1,323,060.00
Alt 3	Alliance	\$ (3,500.00)



Union West Stadium

Division 27  
Bid Package #6

**CROSSLAND**  
CONSTRUCTION COMPANY, INC.

Trade Contract Identification

27A Communications

Trade Contractor - Bid Summary

Contractor:	Techsico							
Base Bid:	\$ 90,888							
Total w/ Alt:	\$ 90,888	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Techsico	\$ 90,888.00
TOTAL ALT:	#N/A	\$ -

Trade Contract Identification

27B Audio Visual

Trade Contractor - Bid Summary

Contractor:	TMG Systems	Techsico	Ford					
Base Bid:	\$ 760,000	\$ 584,410	\$ 652,299					
Total w/ Alt:	\$ 760,000	\$ 584,410	\$ 652,299	\$ -	\$ -	\$ -	\$ -	\$ -

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
BASE BID :	Techsico	\$ 584,410.00
TOTAL ALT:	#N/A	\$ -

**CROSSLAND**  
**CONSTRUCTION COMPANY, INC.**

[illegible]

## TRADE CONTRACT ATTACHMENT “D”

**Trade Contract Drawing/Specification Package**

I hereby attest by my signature that I have read and understand the drawings, as listed below, for their intended use. I also understand that they may be jobsite specific amended or modified at any time at the discretion of Crossland Construction, but not without prior written notification to the Trade Contractor.

**Union High School – West Stadium:**

**Drawings dated 01/17/20 as may be amended via addenda during the bidding process:**

Drawing Number	Description	Date Issued
GENERAL		
G-C-001	INDEX	01.17.20
G-C-100	SITE CODE PLAN	01.17.20
G-C-101	CODE PLAN - FIELD AND CONCOURSE LEVELS	01.17.20
G-C-102	CODE PLAN - PRESS BOX/SEATING	01.17.20
STRUCTURAL- BUILDING C		
S-C-101	STRUCTURAL NOTES	01.17.20
S-C-102	STRUCTURAL NOTES	01.17.20
S-C-103	SPECIAL INSPECTIONS	01.17.20
S-C-201N	FOUNDATION PLAN - NORTH	01.17.20
S-C-201S	FOUNDATION PLAN - SOUTH	01.17.20
S-C-202N	CONCOURSE FRAMING PLAN - NORTH	01.17.20
S-C-202S	CONCOURSE FRAMING PLAN - SOUTH	01.17.20
S-C-203	OVERALL CONCOURSE ROOF FRAMING PLAN	01.17.20
S-C-203N	CONCOURSE ROOF FRAMING PLAN - NORTH	01.17.20
S-C-203S	CONCOURSE ROOF FRAMING PLAN - SOUTH	01.17.20
S-C-204N	INTERMEDIATE FRAMING PLAN - NORTH	01.17.20
S-C-204S	INTERMEDIATE FRAMING PLAN - SOUTH	01.17.20
S-C-205N	PRESSBOX FRAMING PLAN - NORTH	01.17.20
S-C-205S	PRESSBOX FRAMING PLAN - SOUTH	01.17.20
S-C-206	PRESSBOX ROOF FRAMING PLANS	01.17.20
S-C-210	ENLARGED STAIR PLAN	01.17.20
S-C-301	TYPICAL CONCRETE DETAILS	01.17.20
S-C-302	TYPICAL CONCRETE DETAILS	01.17.20
S-C-303	TYPICAL CONCRETE DETAILS	01.17.20
S-C-304	CONCRETE DETAILS	01.17.20
S-C-305	CONCRETE DETAILS	01.17.20
S-C-306	CONCRETE DETAILS	01.17.20
S-C-307	CONCRETE DETAILS	01.17.20
S-C-308	CONCRETE DETAILS	01.17.20
S-C-320	TYPICAL PRECAST DETAILS	01.17.20
S-C-401	TYPICAL MASONRY DETAILS	01.17.20
S-C-402	TYPICAL MASONRY DETAILS	01.17.20
S-C-403	TYPICAL MASONRY DETAILS	01.17.20
S-C-501	TYPICAL STEEL DETAILS	01.17.20
S-C-502	TYPICAL STEEL DETAILS	01.17.20
S-C-503	TYPICAL STEEL DETAILS	01.17.20
S-C-504	TYPICAL STEEL DETAILS	01.17.20
S-C-505	STEEL DETAILS	01.17.20
S-C-506	STEEL DETAILS	01.17.20
S-C-507	STEEL DETAILS	01.17.20
S-C-508	STEEL DETAILS	01.17.20

S-C-509	STEEL DETAILS	01.17.20
S-C-510	STEEL DETAILS	01.17.20
S-C-511	STEEL DETAILS	01.17.20
S-C-512	STEEL DETAILS	01.17.20
S-C-550	FRAMING ELEVATIONS	01.17.20
S-C-551	TYPICAL BRACE DETAILS	01.17.20
S-C-552	BRACE ELEVATIONS	01.17.20
S-C-553	BRACE ELEVATIONS	01.17.20
S-C-554	BRACE ELEVATIONS	01.17.20
S-C-555	BRACE ELEVATIONS	01.17.20
ARCHITECTURAL SITE		
AS-C-100	ARCHITECTURAL SITE PLAN	01.17.20
ARCHITECTURAL- BUILDING C		
A-C-100	OVERALL REFERENCE PLANS	01.17.20
A-C-101N	FIELD LEVEL - NORTH ANNOTATION PLAN	01.17.20
A-C-101S	FIELD LEVEL - SOUTH ANNOTATION PLAN	01.17.20
A-C-102N	FIELD LEVEL - NORTH DIMENSION PLAN	01.17.20
A-C-102S	FIELD LEVEL - SOUTH DIMENSION PLAN	01.17.20
A-C-103N	FIELD LEVEL - NORTH REFLECTED CEILING PLAN	01.17.20
A-C-103S	FIELD LEVEL - SOUTH REFLECTED CEILING PLAN	01.17.20
A-C-104N	FIELD LEVEL - NORTH FINISH PLAN	01.17.20
A-C-104S	FIELD LEVEL - SOUTH FINISH PLAN	01.17.20
A-C-111N	CONCOURSE LEVEL - NORTH ANNOTATION PLAN	01.17.20
A-C-111S	CONCOURSE LEVEL - SOUTH ANNOTATION PLAN	01.17.20
A-C-112N	CONCOURSE LEVEL - NORTH DIMENSION PLAN	01.17.20
A-C-112S	CONCOURSE LEVEL - SOUTH DIMENSION PLAN	01.17.20
A-C-113N	CONCOURSE LEVEL - NORTH REFLECTED CEILING PLAN	01.17.20
A-C-113S	CONCOURSE LEVEL - SOUTH REFLECTED CEILING PLAN	01.17.20
A-C-114N	CONCOURSE LEVEL - NORTH FINISH PLAN	01.17.20
A-C-114S	CONCOURSE LEVEL - SOUTH FINISH PLAN	01.17.20
A-C-121	PENTHOUSE LEVEL - ANNOTATION & DIMENSION PLAN	01.17.20
A-C-131N	PRESS BOX LEVEL- NORTH ANNOTATION/ DIMENSION PLAN	01.17.20
A-C-131S	PRESS BOX LEVEL - SOUTH ANNOTATION/ DIMENSION PLAN	01.17.20
A-C-133	PRESS BOX LEVEL- REFLECTED CEILING / FINISH PLAN	01.17.20
A-C-141	CAMERA DECK LEVEL - ANNOTATION/ DIMENSION PLAN	01.17.20
A-C-201	EXTERIOR ELEVATIONS	01.17.20
A-C-202	EXTERIOR ELEVATIONS	01.17.20
A-C-203	EXTERIOR ELEVATIONS	01.17.20
A-C-204	EXTERIOR ELEVATIONS	01.17.20
A-C-205	EXTERIOR ELEVATIONS	01.17.20
A-C-301	BUILDING SECTIONS	01.17.20
A-C-302	BUILDING SECTIONS	01.17.20
A-C-311	WALL SECTIONS	01.17.20
A-C-312	WALL SECTIONS	01.17.20
A-C-313	WALL SECTIONS	01.17.20
A-C-314	WALL SECTIONS	01.17.20
A-C-315	WALL SECTIONS	01.17.20
A-C-316	WALL SECTIONS	01.17.20
A-C-317	WALL SECTIONS	01.17.20
A-C-319	WALL SECTIONS	01.17.20
A-C-321	LIGHT STANDARD ENLARG. PLANS, SECTIONS, DETAILS	01.17.20
A-C-322	ARCHITECTURAL COLUMNS ENARG. PLANS, SECTIONS, DETAILS	01.17.20
A-C-401	ENLARGED FLOOR PLANS	01.17.20
A-C-402	ENLARGED RESTROOMS & SPECIALTIES SCHEDULE	01.17.20
A-C-403	ENLARGED RESTROOMS ELEVATIONS	01.17.20
A-C-404	ENLARGED CONCESSIONS	01.17.20

Union High School – Bid Package #6 – West Stadium

A-C-405	ENLARGED CAMERA DECK, PLANS, SECTIONS, AND DETAILS	01.17.20
A-C-411	INTERIOR ELEVATIONS	01.17.20
A-C-451	STAIR PLANS AND SECTIONS	01.17.20
A-C-452	STAIR PLANS, SECTIONS, AND DETAILS	01.17.20
A-C-453	STAIR PLANS, SECTIONS AND DETAILS	01.17.20
A-C-454	STAIR PLANS, SECTIONS AND DETAILS	01.17.20
A-C-455	STAIR PLANS, SECTIONS AND DETAILS	01.17.20
A-C-461	ELEVATOR PLANS, SECTIONS, AND DETAILS	01.17.20
A-C-462	ELEVATOR DETAILS	01.17.20
A-C-501	EXTERIOR DETAILS	01.17.20
A-C-506	EXTERIOR DETAILS	01.17.20
A-C-507	EXTERIOR DETAILS	01.17.20
A-C-508	EXTERIOR DETAILS	01.17.20
A-C-509	EXTERIOR DETAILS	01.17.20
A-C-510	EXTERIOR DETAILS	01.17.20
A-C-551	GUARDRAIL AND HANDRAIL DETAILS	01.17.20
A-C-562	MILLWORK SECTIONS	01.17.20
A-C-601	DOOR SCHEDULES, ELEVATIONS AND DETAILS	01.17.20
A-C-602	DOOR DETAILS	01.17.20
A-C-611	GLAZING SCHEDULES, ELEVATIONS AND DETAILS	01.17.20
A-C-612	GLAZING SCHEDULES, ELEVATIONS AND DETAILS	01.17.20
A-C-613	GLAZING SCHEDULES, ELEVATIONS AND DETAILS	01.17.20
A-C-621	FINISH LIST, NOTES & FIXTURE MTG. HTS.	01.17.20
A-C-622	FIELD LEVEL - NORTH SIGNAGE PLAN	01.17.20
A-C-623	FIELD LEVEL - SOUTH SIGNAGE PLAN	01.17.20
A-C-624	CONCOURSE LEVEL - NORTH SIGNAGE PLAN	01.17.20
A-C-625	CONCOURSE LEVEL - SOUTH SIGNAGE PLAN	01.17.20
A-C-626	PRESS BOX LEVEL - SIGNAGE PLAN & SIGNAGE SCHEDULE	01.17.20
A-C-631	WALL PARTITIONS, ASSEMBLIES AND DETAILS	01.17.20
FIRE PROTECTION - BUILDING C		
FP-C-001	FIRE PROTECTION LEGEND AND NOTES	01.17.20
FP-C-110	FIRE PROTECTION WEST STADIUM FIELD LEVEL OVERALL	01.17.20
FP-C-111N	FIRE PROTECTION WEST STADIUM FIELD LEVEL NORTH	01.17.20
FP-C-111S	FIRE PROTECTION WEST STADIUM FIELD LEVEL SOUTH	01.17.20
FP-C-112	FIRE PROTECTION EAST STADIUM FIELD LEVEL	01.17.20
FP-C-120	FIRE PROTECTION WEST STADIUM CONCOURSE LEVEL OVERALL	01.17.20
FP-C-121N	FIRE PROTECTION WEST STADIUM CONCOURSE LEVEL NORTH	01.17.20
FP-C-121S	FIRE PROTECTION WEST STADIUM CONCOURSE LEVEL SOUTH	01.17.20
FP-C-131	FIRE PROTECTION WEST STADIUM PRESS BOX	01.17.20
FP-C-411	FIRE PROTECTION ENLARGED PLANS	01.17.20
FP-C-500	FIRE PROTECTION DETAILS	01.17.20
FP-C-501	FIRE ALARM SEQUENCE AND DETAILS	01.17.20
FP-D-111	EAST STADIUM FIELD LEVEL - FIRE PROTECTION	01.17.20
PLUMBING- BUILDING C		
P-C-001	PLUMBING LEGEND AND GENERAL NOTES	01.17.20
P-C-101N	FIELD LEVEL NORTH - PLUMBING PLAN	01.17.20
P-C-101S	FIELD LEVEL SOUTH - PLUMBING PLAN	01.17.20
P-C-111N	CONCOURSE LEVEL NORTH - PLUMBING PLAN	01.17.20
P-C-111S	CONCOURSE LEVEL SOUTH - PLUMBING PLAN	01.17.20
P-C-121N	CONCOURSE PENTHOUSE NORTH - PLUMBING PLAN	01.17.20
P-C-121S	CONCOURSE PENTHOUSE SOUTH - PLUMBING PLAN	01.17.20
P-C-131	PRESS BOX - PLUMBING PLAN	01.17.20
P-C-411	PLUMBING ENLARGED PLANS	01.17.20
P-C-412	PLUMBING ENLARGED PLANS	01.17.20
P-C-413	PLUMBING ENLARGED PLANS	01.17.20
P-C-414	PLUMBING ENLARGED PLANS	01.17.20



Union High School – Bid Package #6 – West Stadium

P-C-415	PLUMBING ENLARGED PLANS	01.17.20
P-C-500	PLUMBING DETAILS	01.17.20
P-C-501	PLUMBING DETAILS	01.17.20
P-C-502	PLUMBING DETAILS	01.17.20
P-C-600	PLUMBING SCHEDULES	01.17.20
P-C-700	PLUMBING RISERS	01.17.20
P-C-701	PLUMBING RISERS	01.17.20
P-C-702	PLUMBING RISERS	01.17.20
P-C-703	PLUMBING RISERS	01.17.20
P-C-704	PLUMBING RISERS	01.17.20
MECHANICAL- BUILDING C		
M-C-000	LEGEND AND GENERAL NOTES	01.17.20
M-C-101N	WEST FIELD LEVEL NORTH - HVAC PLAN	01.17.20
M-C-101S	WEST FIELD LEVEL SOUTH - HVAC PLAN	01.17.20
M-C-111	CONCOURSE LEVEL OVERALL - HVAC PLAN	01.17.20
M-C-121	CONCOURSE PENTHOUSE - HVAC PLAN	01.17.20
M-C-131	PRESS BOX - HVAC PLAN	01.17.20
M-C-141	PRESS BOX ROOF - HVAC PLAN	01.17.20
M-C-200	MECHANICAL UNDERGROUND PIPING	01.17.20
M-C-201N	WEST FIELD LEVEL NORTH - PIPING PLAN	01.17.20
M-C-201S	WEST FIELD LEVEL SOUTH - PIPING PLAN	01.17.20
M-C-211	CONCOURSE LEVEL OVERALL - PIPING PLAN	01.17.20
M-C-231	PRESS BOX - PIPING PLAN	01.17.20
M-C-500	MECHANICAL DETAILS	01.17.20
M-C-501	MECHANICAL DETAILS	01.17.20
M-C-502	MECHANICAL DETAILS	01.17.20
M-C-503	MECHANICAL DETAILS	01.17.20
M-C-600	MECHANICAL SCHEDULES	01.17.20
M-C-601	MECHANICAL SCHEDULES	01.17.20
M-C-700	MECHANICAL CONTROLS	01.17.20
M-C-701	MECHANICAL CONTROLS	01.17.20
M-C-702	MECHANICAL CONTROLS	01.17.20
M-C-703	MECHANICAL CONTROLS	01.17.20
M-C-704	MECHANICAL CONTROLS	01.17.20
M-C-705	MECHANICAL CONTROLS	01.17.20
M-C-706	MECHANICAL CONTROLS	01.17.20
M-C-707	MECHANICAL CENTRAL PLANT CONTROLS	01.17.20
M-C-708	MECHANICAL CENTRAL PLANT CONTROLS	01.17.20
M-C-709	MECHANICAL CENTRAL PLANT CONTROLS	01.17.20
M-C-800	MECHANICAL FLOW SCHEMATICS	01.17.20
M-C-801	MECHANICAL FLOW SCHEMATICS	01.17.20
M-E-211	UMAC FIELD LEVEL - PIPING PLAN	01.17.20
MD-E-211	UMAC FIELD LEVEL - PIPING DEMO PLAN	01.17.20
ELECTRICAL- BUILDING C		
E-C-000	ELECTRICAL LEGEND AND NOTES	01.17.20
E-C-111N	WEST FIELD LEVEL NORTH - LIGHTING RCP	01.17.20
E-C-111S	WEST FIELD LEVEL SOUTH - LIGHTING RCP	01.17.20
E-C-121N	CONCOURSE LEVEL NORTH - LIGHTING RCP	01.17.20
E-C-121S	CONCOURSE LEVEL SOUTH - LIGHTING RCP	01.17.20
E-C-131	PRESS BOX - LIGHTING RCP	01.17.20
E-C-141	CONCOURSE PENTHOUSE - LIGHTING PLAN	01.17.20
E-C-211N	WEST FIELD LEVEL NORTH - POWER PLAN	01.17.20
E-C-211S	WEST FIELD LEVEL SOUTH - POWER PLAN	01.17.20
E-C-221N	CONCOURSE LEVEL NORTH - POWER PLAN	01.17.20
E-C-221S	CONCOURSE LEVEL SOUTH - POWER PLAN	01.17.20
E-C-231	PRESS BOX - POWER PLAN	01.17.20

Union High School – Bid Package #6 – West Stadium

E-C-251	PRESS BOX ROOF - ELECTRICAL PLAN	01.17.20
E-C-311N	FIELD LEVEL NORTH - EQUIPMENT CONNECTION PLAN	01.17.20
E-C-311S	FIELD LEVEL SOUTH - EQUIPMENT CONNECTION PLAN	01.17.20
E-C-321N	CONCOURSE LEVEL NORTH - EQUIPMENT CONNECTION PLAN	01.17.20
E-C-321S	CONCOURSE LEVEL SOUTH - EQUIPMENT CONNECTION PLAN	01.17.20
E-C-331	PRESSBOX - EQUIPMENT CONNECTION PLAN	01.17.20
E-C-341N	CONCOURSE PENTHOUSE NORTH- EQUIPMENT PLAN	01.17.20
E-C-341S	CONCOURSE PENTHOUSE SOUTH- EQUIPMENT PLAN	01.17.20
E-C-500	ELECTRICAL DETAILS	01.17.20
E-C-600	ELECTRICAL SCHEDULES	01.17.20
E-C-601	ELECTRICAL SCHEDULES	01.17.20
E-C-700	LIGHT FIXTURE SCHEDULE	01.17.20
E-C-701	LIGHTING CONTROLS AND DETAILS	01.17.20
E-C-800	ELECTRICAL ONE-LINE DIAGRAM	01.17.20
E-C-801	ELECTRICAL FAULT CURRENT CALCULATIONS	01.17.20
E-E-311N	UMAC - FIELD LEVEL - EQUIPMENT CONNECTION PLAN	01.17.20
E-E-800	ELECTRICAL ONE-LINE DIAGRAM	01.17.20
TECHNOLOGY		01.17.20
T-C-101N	FIELD LEVEL NORTH LOW VOLTAGE	01.17.20
T-C-101S	FIELD LEVEL SOUTH LOW VOLTAGE	01.17.20
T-C-111N	CONCOURSE LEVEL NORTH LOW VOLTAGE	01.17.20
T-C-111S	CONCOURSE LEVEL SOUTH LOW VOLTAGE	01.17.20
T-C-131	PRESS BOX LOW VOLTAGE	01.17.20
AV-BUILDING C		
AV-000	GENERAL NOTES AND LEGENDS	01.17.20
AV-100	OVERALL REFERENCE PLAN	01.17.20
AV-B-111	BAND ADDITION FIRST FLOOR	01.17.20
AV-C-101N	STADIUM WEST - FIELD LEVEL - NORTH	01.17.20
AV-C-101S	STADIUM WEST - FIELD LEVEL - SOUTH	01.17.20
AV-C-103N	STADIUM WEST - FIELD LEVEL - NORTH RCP	01.17.20
AV-C-103S	STADIUM WEST - FIELD LEVEL - SOUTH RCP	01.17.20
AV-C-111N	STADIUM WEST - CONCOURSE LEVEL - NORTH	01.17.20
AV-C-111S	STADIUM WEST - CONCOURSE LEVEL - SOUTH	01.17.20
AV-C-113N	STADIUM WEST - CONCOURSE LEVEL - NORTH RCP	01.17.20
AV-C-113S	STADIUM WEST - CONCOURSE LEVEL - SOUTH RCP	01.17.20
AV-C-131N	STADIUM WEST - PRESS BOX - NORTH	01.17.20
AV-C-131S	STADIUM WEST - PRESS BOX - SOUTH	01.17.20
AV-C-141	STADIUM WEST PRESS BOX - ROOF	01.17.20
AV-C-301	WEST STADIUM SECTIONS	01.17.20
AV-C-411	WEST STADIUM ELEVATION	01.17.20
AV-D-111	STADIUM EAST - FIELD LEVEL	01.17.20
AV-E-112	UMAC - MAIN LEVEL	01.17.20
AV-E-301	UMAC SECTIONS	01.17.20
AV-1110	AUDIO FUNCTIONAL DIAGRAM	01.17.20
AV-1111	AUDIO FUNCTIONAL DIAGRAM	01.17.20
AV-1112	AUDIO FUNCTIONAL DIAGRAM	01.17.20
AV-1113	AV FUNCTIONALS - UMAC	01.17.20
AV-1115	AUDIO FUNCTIONAL DIAGRAM- WEIGHTS AND WRESTLING	01.17.20
AV-1170	PLATE AND PANEL DETAILS	01.17.20
AV-1180	RACK ELEVATIONS AND DETAILS	01.17.20
AV-1200	VIDEO PRODUCTION LEGEND AND NOTES	01.17.20
AV-1201	VIDEO PRODUCTION FUNCTIONALS - TECHNICAL ELEVATIONS	01.17.20
AV-1210	VIDEO PRODUCTION FUNCTIONALS - CABLING DETAILS	01.17.20
AV-1211	VIDEO PRODUCTION FUNCTIONALS - MOUNTING DETAILS	01.17.20
AV-1220	VIDEO PRODUCTION FUNCTIONALS - CAMERAS	01.17.20
AV-1221	VIDEO PRODUCTION FUNCTIONALS - ROUTING SWITCHER	01.17.20
AV-1222	VIDEO PRODUCTION FUNCTIONALS - PRODUCTION EQUIPMENT	01.17.20
AV-1223	VIDEO PRODUCTION FUNCTIONALS - UTILITY EQUIPMENT	01.17.20

AV-1224	VIDEO PRODUCTION FUNCTIONALS - INTERCOM	01.17.20
AV-1230	VIDEO PRODUCTION FUNCTIONALS - OPERATIONAL POSITIONS	01.17.20
AV-1232	VIDEO PRODUCTION FUNCTIONALS - SYNC	01.17.20

**Project Specifications Manual dated 01/17/20 as may be amended via addenda during the bidding process.**

Specification	Description	Date Issued
00 0001	COVER & SIGNATURES PAGE	01/17/20
00 0002	TABLE OF CONTENTS	01/17/20
00 0115	LIST OF DRAWING SHEETS	01/17/20
00 2110	SUPPLEMENTAL INSTRUCTIONS TO BIDDERS	01/17/20
00 3132	GEOTECHNICAL DATA	01/17/20
A201-2017	GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FOR CONSTRUCTION	01/17/20
01 0000	GENERAL REQUIREMENTS	01/17/20
01 2100	ALLOWANCES	01/17/20
01 2300	ALTERNATES	01/17/20
01 7329	CUTTING AND PATCHING	01/17/20
01 9113	GENERAL COMMISSIONING REQUIREMENTS	01/24/20
02 4119	SELECTIVE DEMOLITION	01/24/20
03 3000	CAST-IN-PLACE CONCRETE (STADIUM)	01/24/20
03 3500	CONCRETE FLOOR FINISHING	01/24/20
03 4100	PLANT-PRECAST STRUCTURAL CONCRETE	01/24/20
04 2000	UNIT MASONRY ASSEMBLIES	01/24/20
05 1200	STRUCTURAL STEEL FRAMING (STADIUM)	01/24/20
05 1213	ARCHITECTURALLY EXPOSED STRUCTURAL STEEL	01/24/20
05 3100	STEEL DECK	01/24/20
05 4000	COLD-FORMED METAL FRAMING	01/24/20
05 5000	METAL FABRICATIONS	01/24/20
05 5100	METAL STAIRS	01/24/20
05 5200	ILLUMUMINATED METAL RAILINGS	01/24/20
05 5213	PIPE AND TUBE RAILINGS	01/24/20
05 7300	DECORATIVE METAL RAILINGS	01/24/20
06 1053	ROUGH CARPENTRY	01/24/20
06 4023	INTERIOR ARCHITECTURAL WOODWORK	01/24/20
07 1413	HOT FLUID-APPLIED WATERPROOFING, SPLIT SLAB	01/24/20
07 1416	COLD FLUID-APPLIED WATERPROOFING, FOUNDATION WALL	01/24/20
07 1700	BENTONITE WATERPROOFING	01/24/20
07 2100	THERMAL INSULATION	01/24/20
07 2119	FOAMED-IN-PLACE INSULATION	01/24/20
07 2413	EXTERIOR INSULATION FINISH SYSTEM	01/24/20
07 2729	WATER RESISTIVE MEMBRANE AND AIR-BARRIER COATINGS	01/24/20
07 4213.13	FORMED METAL SOFFIT PANEL	01/24/20
07 4213.20	CORRUGATED PERFORATED METAL WALL PANELS	01/24/20
07 4213.24	ALUMINUM METAL PLATE WALL PANELS	01/24/20
07 5213	ATACTIC POLYPROPYLENE (APP) MODIFIED BITUMINUS MEMBRANE ROOFING	01/24/20
07 6100	PREFORMED SHEET METAL ROOFING	01/24/20
07 6200	SHEET METAL FLASHING AND TRIM	01/24/20
07 7253	SNOW GUARDS	01/24/20
07 7273	MEMBRANE LEAK DETECTION SYSTEM	01/24/20
07 8400	FIRESTOPPING	01/24/20
07 9200	JOINT SEALANTS	01/24/20
08 1113	HOLLOW METAL DOOR FRAMES	01/24/20
08 1416	FLUSH WOOD DOORS	01/24/20
08 3113	ACCESS DOORS and FRAMES	01/24/20
08 3300	ROLLING GRILLS OPEN DESIGN	01/24/20
08 3310	ROLLING COUNTER FIRE SHUTTER	01/24/20
08 3323	OVERHEAD COILING DOORS	01/24/20
08 4113	ALUMINUM FRAMED ENTRANCES AND STOREFRONTS	01/24/20

Union High School – Bid Package #6 – West Stadium

08 4413	FIELD PRESSBOX WINDOW SYSTEMS	01/24/20
08 7100	DOOR HARDWARE	01/24/20
08 8000	GLAZING	01/24/20
09 2116	GYPSUM BOARD ASSEMBLIES	01/24/20
09 3000	TILING	01/24/20
09 5110	METAL PANEL CEILINGS	01/24/20
09 5113	ACOUSTICAL PANEL CEILINGS	01/24/20
09 6519	RESILIENT FLOORING	01/24/20
09 7250	RESINOUS EPOXY FLOORING	01/24/20
09 9123	PAINTING	01/24/20
09 9600	HIGH-PERFORMANCE COATINGS	01/24/20
10 1100	VISUAL DISPLAY SURFACES	01/24/20
10 1400	SIGNAGE	01/24/20
10 2113	PLASTIC TOILET COMPARTMENTS & SHOWER PARTITIONS	01/24/20
10 2116	SHOWER SURROUNDS	01/24/20
10 2600	WALL PROTECTION	01/24/20
10 2800	TOILET ACCESSORIES	01/24/20
10 4400	FIRE-PROTECTION SPECIALTIES	01/24/20
10 7500	FLAGPOLES	01/24/20
11 4000	FOODSERVICE EQUIPMENT	01/24/20
11 4100	WALK-IN COLD STORAGE & REFRIGERATION	01/24/20
11 6350	VIDEO PRODUCTION SYSTEM	01/24/20
12 2413	ROLLER WINDOW SHADES	01/24/20
12 3100	MANUFACTURED METAL CASEWORK	01/24/20
12 3616	METAL COUNTERTOPS	01/24/20
12 6100	ALUMINUM PLANK (BLEACHER) SEATING	01/24/20
12 6300	STADIUM AND ARENA SEATING	01/24/20
12 6400	MEETING ROOM SEATING, FIXED WITH BACK	01/24/20
21 0000	TABLE OF CONTENTS	01/24/20
21 0010	GENERAL FIRE SUPPRESSION REQUIREMENTS	01/24/20
21 0500	COMMON WORK RESULTS FOR FIRE SUPPRESSIONS	01/24/20
21 0515	BASIC FIRE SUPPRESSION PIPING METHODS AND MATERIALS	01/24/20
21 0553	IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT	01/24/20
21 1100	FIRE SUPPRESSION WATER SERVICE PIPING	01/24/20
21 1200	FIRE SUPPRESSION STANDPIPES	01/24/20
21 1313	WATER BASED FIRE SUPPRESSION SYSTEMS	01/24/20
21 3113	ELECTRIC DRIVE, CENTRIFUGAL FIRE PUMPS	01/24/20
22 0000	DIVISION 22 TABLE OF CONTENTS	01/24/20
22 0010	GENERAL PLUMBING REQUIREMENTS 22	01/24/20
22 0015	COORDINATION	01/24/20
22 0500	COMMON WORK RESULTS FOR PLUMBING	01/24/20
22 0513	COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT	01/24/20
22 0515	BASIC PIPING MATERIALS AND METHODS	01/24/20
22 0519	METERS AND GAUGES FOR PLUMBING PIPING	01/24/20
22 0523	GENERAL-DUTY VALVES FOR PLUMBING PIPING	01/24/20
22 0529	HANGERS AND SUPPORTS FOR PLUMBING PIPING	01/24/20
22 0550	VIBRATION ISOLATION FOR PLUMBING PIPING AND EQUIPMENT	01/24/20
22 0553	IDENTIFICATION FOR PLUMBING PIPING & EQUIPMENT	01/24/20
22 0700	PLUMBING INSULATION	01/24/20
22 0800	COMMISSIONING PLUMBING SYSTEMS	01/24/20
22 1100	WATER DISTRIBUTION PIPING & SPECIALTIES	01/24/20
22 1111	MECHANICALLY JOINED PLUMBING PIPING SYSTEMS	01/24/20
22 1123	DOMESTIC WATER PUMPS	01/24/20
22 1300	SANITARY DRAINAGE & VENT PIPING & SPECIALTIES	01/24/20
22 4000	PLUMBING FIXTURES	01/24/20
22 1489	SUMP PUMPS	01/24/20
22 3300	ELECTRIC DOMESTIC WATER HEATERS	01/24/20
22 3400	FUEL FIRED DOMESTIC WATER HEATERS	01/24/20
22 4000	PLUMBING FIXTURES	01/24/20
22 7000	NATURAL GAS SYSTEMS	01/24/20

22 7010	MECHANICALLY JOINED NATURAL GAS PIPING SYSTEMS	01/24/20
23 0000	DIVISION 23 TABLE OF CONTENTS	01/24/20
23 0010	GENERAL MECHANICAL REQUIREMENTS	01/24/20
23 0015	ELECTRICAL COORDINATION FOR MECHANICAL EQUIPMENT	01/24/20
23 0500	COMMON WORK RESULTS FOR HVAC	01/24/20
23 0510	BASIC PIPING MATERIALS AND METHODS	01/24/20
23 0513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	01/24/20
23 0514	VARIABLE FREQUENCY DRIVES	01/24/20
23 0516	EXPANSTION FITTINGS AND LOOPS FOR HVAC PIPING	01/24/20
23 0519	METERS AND GAUGES FOR HVAC PIPING	01/24/20
23 0523	GENERAL DUTY VALVES FOR HVAC PIPING	01/24/20
23 0529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	01/24/20
23 0550	VIBRATION ISOLATION FOR HVAC PIPING AND EQUIPMENT	01/24/20
23 0553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	01/24/20
23 0593	TESTING, ADJUSTING, AND BALANCING FOR HVAC	01/24/20
23 0700	HVAC INSULATION	01/24/20
23 0800	VP,,ODDOPMOMH HVAC SYSTEMS	01/24/20
23 0913	INSTRUMENTATION AND CONTROL DEVICES FOR HVAC	01/24/20
23 0923	DIRECT DIGITAL CONTRROL OF HVAC	01/24/20
23 2113	HYDRONIC PIPING	01/24/20
23 2113.13	UNDERGRUOND HYDRONIC PIPING	01/24/20
23 2114	MECHANICALLY JOINED HYDRONIC PIPING SYSTEMS	01/24/20
23 2116	HYDRONIC SPECIALTIES	01/24/20
23 2123	HYDRONIC PUMPS	01/24/20
23 2300	REFRIGERANT PIPING	01/24/20
23 2500	HVAC WATER TREATMENT	01/24/20
23 3113	METAL DUCTS	01/24/20
23 3300	AIR DUCT ACCESSORIES	01/24/20
23 3600	AIR TERMINAL UNITS	01/24/20
23 3423	HVAC POWER VENTILATORS	01/24/20
23 3713	DIFFUSERS, REGISTERS & GRILLES	01/24/20
23 3813	COMMERCIAL KITCHEN HOODS	01/24/20
23 5100	BREECHINGS, CHIMNEYS AND STACKS	01/24/20
23 5216	CONDENSING BOILERS	01/24/20
23 6500	COOLING TOWERS	01/24/20
23 7313	MODULAR INDOOOR CENTRAL STATION AIR HANDLING UNITS	01/24/20
23 7323	CUSTOM CENTRAL STATION AIR HANDLING UNITS	01/24/20
23 7339	DIRECT FIRED H AND V UNITS	01/24/20
23 8126	SPLIT SYSTEM AIR CONDITIONERS	01/24/20
23 8500	ELECTRIC HEATING UNITS	01/24/20
260000	DIVISION 26 TABLE OF CONTENTS	01/24/20
26 0010	GENERAL ELECTRICAL REQUIREMENTS	01/24/20
26 0500	COMMON WORK RESULTS FOR ELECTRICAL	01/24/20
26 0502	EQUIPMENT WIRING SYSTEMS	01/24/20
26 0519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	01/24/20
26 0526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	01/24/20
26 0529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	01/24/20
26 0533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	01/24/20
26 0553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	01/24/20
26 0573	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	01/24/20
26 0800	COMMISSIONING ELECTRICAL SYSTEMS	01/24/20
26 0910	CENTRALIZED DIMMING SYSTEM	01/24/20
26 0923	LIGHTING CONTROL DEVICES	01/24/20
26 2200	LOW-VOLTAGE TRANSFORMERS	01/24/20
26 2413	SWITCHBOARDS	01/24/20
26 2416	PANELBOARDS	01/24/20
26 2726	WIRING DEVICES	01/24/20
26 2816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	01/24/20
26 2813	FUSES	01/24/20
26 2913	ENCLOSED CONTROLLERS	01/24/20



Union High School – Bid Package #6 – West Stadium

26 5100	INTERIOR LIGHTING	01/24/20
26 5600	EXTERIOR LIGHTING	01/24/20
27 0500	COMMON WORK RESULTS FOR TELECOMMUNICATIONS	01/24/20
27 1116	CABINETS AND ENCLOSURES FOR TELECOMMUNICAITONS	01/24/20
27 1300	BACKBONE CABLING FOR TELECOMMUNICATIONS	01/24/20
27 1500	HORIZONTAL CABLING FOR TELECOMMUNICATIONS	01/24/20
27 1700	HDMI IN WALL CABLES	01/24/20
27 4116	AUDIO SYSTEMS AND EQUIPMENT	01/24/20
28 0000	TOC SECURITY FIRE ALARM	01/24/20
28 4600	FIRE DETECTION AND ALARM	01/24/20
31 2323	EXPANDED POLYSTYRENE FILL	01/17/20
31 6329	DRILLED PIERS (STADIUM)	01/17/20
32 3113	CHAIN LINK FENCES AND GATES	01/17/20
32 3119	ORNAMENTAL METAL FENCES AND GATES	01/17/20
32 8400	IRRIGATION	01/17/20
32 9200	SODDING	01/17/20
32 9300	PLANT MATERIALS AND OPERATION	01/17/20

**I hereby attest by my signature that I have read and understand the drawings, as listed below, for their intended use. I also understand that they may be jobsite specific amended or modified at any time at the discretion of Crossland Construction, but not without prior written notification to the Trade Contractor.**

**Other Reports to be included as part of the contract documents:**

- **Crossland Construction Bid Package #6, Dated 01/24/20**
- **Geotechnical Engineering Report as prepared by Terracon, Dated 04.03.2018**
- **Supplemental Geotechnical Engineering Report as prepared by Terracon, Dated 12.17.2018**

NAME OF BIDDER: \_\_\_\_\_

By: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_



# Memorandum

**To:** Dr. Kirt Hartzler, Superintendent  
**From:** Fred Isaacs, Director of Construction Services  
**Date:** March 25, 2020  
**Re:** Pre-Construction Services for the Baseball/Softball Complex Renovation

---

## **RECOMMENDATION:**

I recommend the Board of Education consider and vote to accept the proposal for pre-construction services from Crossland Construction Company, Inc. for the future planning, design, and construction of the Baseball/Softball Complex Renovation project.

## **DISCUSSION:**

Crossland Construction has been selected to become the Construction Manager at Risk for the up and coming Baseball/Softball Complex Renovation project. The selection committee determined that Crossland Construction was best suited to provide construction management services for the project.

The first phase of the project will consist of providing new turf and drainage for the primary baseball field and primary softball field. Other improvements will be made as can be determined by the budget and money that is available. Crossland Construction is selected for Phase 1 only, contingent upon closing and receipt of 2020 bond funds.

## **FUNDING:**

Vendor: Crossland Construction Company  
Funding Source: Bond Funds

## **ATTACHMENTS:**

Contract

CC: Barbara Swinburne

# **AIA® Document A133™ – 2009**

## **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 Fifteenth day of April in the year 2020  
(In words, indicate day, month and year.)

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

Union Public Schools, ISD-9  
8506 E 61st St.  
Tulsa, OK 74133

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

Crossland Construction Company, Inc., General Corporation  
14149 E Admiral Pl  
Tulsa, OK 74116

for the following Project:  
(Name and address or location)

Baseball/Softball Complex Renovation  
Baseball/Softball Complex

The Architect:  
(Name, legal status and address)

Wallace Engineering  
123 N Martin Luther King Jr. Blvd  
Tulsa, OK 74103

The Owner's Designated Representative:  
(Name, address and other information)

S. Fred Isaacs  
8506 E 61st St.  
Tulsa, OK 74133  
Telephone Number: 918-357-6184

Email Address: isaacs.sherrill@unionps.org

The Construction Manager's Designated Representative:  
(Name, address and other information)

Greg Smith  
14149 E Admiral Pl  
Tulsa, OK 74116

### **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™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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**User Notes:** (3B9ADA4F)

The Architect's Designated Representative:  
(Name, address and other information)

Darren Burns  
123 N Martin Luther King Jr. Blvd  
Tulsa, OK 74103  
Telephone Number: 918-584-5858

The Owner and Construction Manager agree as follows.



## TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

## EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 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 the 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 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. 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.

#### § 1.2 Relationship of the Parties

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

#### § 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.



## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 2.1 Preconstruction Phase

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

### § 2.1.2 Consultation

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. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

### § 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

### § 2.1.5 Preliminary Cost Estimates

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

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing 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. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

### § 2.1.6 Subcontractors and Suppliers

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

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager



shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### **§ 2.1.8 Extent of Responsibility**

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

#### **§ 2.1.9 Notices and 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 for inclusion in the Contract Documents.

#### **§ 2.2 Guaranteed Maximum Price Proposal and Contract Time**

**§ 2.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

**§ 2.2.2** To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 2.2.3** 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 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .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, allowances, contingency, 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.

**§ 2.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

**§ 2.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and 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.



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

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

## § 2.3 Construction Phase

### § 2.3.1 General

§ 2.3.1.1 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.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

### § 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.



§ 2.3.2.5 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 to the Owner and Architect.

§ 2.3.2.6 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 submittal schedule in accordance with Section 3.10 of A201–2017, as amended.

§ 2.3.2.7 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. The Construction Manager shall also 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.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

#### § 2.4 Professional Services

Section 3.12.10 of A201–2017, as amended shall apply to both the Preconstruction and Construction Phases.

#### § 2.5 Hazardous Materials

Section 10.3 of A201–2017, as amended shall apply to both the Preconstruction and Construction Phases.

### ARTICLE 3 OWNER'S RESPONSIBILITIES

#### § 3.1 Information and Services Required of the Owner

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

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 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 Section 6.1.1, (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.

§ 3.1.4 **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.

Init.



§ 3.1.4.1 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.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The 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 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.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to 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.

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

### § 3.2 Owner's Designated Representative

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

§ 3.2.1 **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.

### § 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

## ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:  
*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

\$20,000.00

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve 12 months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

Init.



## § 4.2 Payments

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

§ 4.2.2 Payments are due and payable on the 20th day of the month provided receipt of invoice by no later than the 25th day of the previous month. Amounts unpaid forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

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

0.00 % monthly

## ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 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.)*

3.5%

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

3.5%

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

10%

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

§ 5.1.5 Unit prices, if any:

*(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
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## § 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

*(Insert specific provisions if the Construction Manager is to participate in any savings.)*

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

## § 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The



Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2017, General Conditions as amended, of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 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 Section 7.3.3 of AIA Document A201–2017, General Conditions as amended, of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner’s prior consent on the basis of cost plus a fee), the terms “cost” and “fee” as used in Section 7.3.3.3 of AIA Document A201–2007 and the term “costs” as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2017, as amended and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in the above-referenced provisions of AIA Document A201–2017, as amended shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 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 5.1.2 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 6 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

### § 6.2 Labor Costs

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

§ 6.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site with the Owner’s prior approval.

*(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager’s principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

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

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.



§ 6.2.5 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, with the Owner's prior approval.

### § 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

### § 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

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

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 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.

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

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling 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.

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

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

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

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

### § 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 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.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 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 6.7.3.



§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and 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. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2017, as amended, or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

#### § 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 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 Section 10.4 of AIA Document A201–2017, as amended.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of 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.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 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 6.8.

#### § 6.8 Costs Not To Be Reimbursed

§ 6.8.1 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 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of 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 to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

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### § 6.9 Discounts, Rebates and Refunds

§ 6.9.1 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 them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

### § 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term “related party” includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

### § 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager’s records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 7.1 Progress Payments

§ 7.1.1 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.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five 45 days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*



§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 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 the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 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 for which the Construction Manager has made or intends to make actual 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.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take 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 schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2017, as amended;
- .2 Add 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 Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of five percent ( 5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent ( 5 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2017, as amended.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior 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.

§ 7.1.10 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 shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made



exhaustive or continuous on-site inspections; or 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.

## **§ 7.2 Final Payment**

**§ 7.2.1** 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 Section 12.2.2 of AIA Document A201–2017, as amended, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

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:

**§ 7.2.2** The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, 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 Section 9.5.1 of the AIA Document A201–2017, as amended. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2017, as amended. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

**§ 7.2.3** If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2017, as amended. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

**§ 7.2.4** If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager 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 the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

## **ARTICLE 8 INSURANCE AND BONDS**

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2017, as amended. *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*



Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
General Liability Each Occurrence	\$1,000,000.00
General Aggregate Liability	\$2,000,000.00
Personal Liability	\$2,000,000.00
Products & Completed Operations	
Aggregate	\$2,000,000.00
Automotive Liability	\$2,000,000.00

## ARTICLE 9 DISPUTE RESOLUTION

**§ 9.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 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, and Section 9.3 of this Agreement shall not apply.

**§ 9.2** For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2017, as amended, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, 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.)*

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017, as amended
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

### § 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2017, as amended for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

The Owner, The Board of Education, will serve as the final decision maker.

## ARTICLE 10 TERMINATION OR SUSPENSION

### § 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

**§ 10.1.1** 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 Section 14.1.1 of A201–2017, as amended.

**§ 10.1.2** In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services 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 4.1.

**§ 10.1.3** If the Owner terminates the Contract pursuant to Section 10.1.1 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 10.1.2:



- .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 5.1 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.

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 which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

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.

#### **§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price**

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2017, as amended.

**§ 10.2.1** If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2017, as amended shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

**§ 10.2.2** If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2017, as amended shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

#### **§ 10.3 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 Section 14.3.2 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 5.1 and 5.3.5 of this Agreement.

### **ARTICLE 11 MISCELLANEOUS PROVISIONS**

**§ 11.1** Terms in this Agreement shall have the same meaning as those in A201–2017, as amended.

#### **§ 11.2 Ownership and Use of Documents**

Section 1.5 of A201–2017, as amended shall apply to both the Preconstruction and Construction Phases.



### § 11.3 Governing Law

Section 13.1 of A201–2017, as amended shall apply to both the Preconstruction and Construction Phases.

### § 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided 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 such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

### § 11.5 Other provisions:

## ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 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.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2017, General Conditions of the Contract for Construction, as amended
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

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

\_\_\_\_\_  
OWNER (Signature)

Ken Kinnear, President of the Board of Education  
*(Printed name and title)*

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

Greg Smith, Vice President  
*(Printed name and title)*

Init.

## **Additions and Deletions Report for** **AIA® Document A133™ – 2009**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:55:59 ET on 04/03/2020.

### **PAGE 1**

**AGREEMENT** made as of the Fifteenth day of April in the year 2020

...

Union Public Schools, ISD-9  
8506 E 61st St.  
Tulsa, OK 74133

...

Crossland Construction Company, Inc., General Corporation  
14149 E Admiral Pl  
Tulsa, OK 74116

...

Baseball/Softball Complex Renovation  
Baseball/Softball Complex

...

Wallace Engineering  
123 N Martin Luther King Jr. Blvd  
Tulsa, OK 74103

...

S. Fred Isaacs  
8506 E 61st St.  
Tulsa, OK 74133  
Telephone Number: 918-357-6184

Email Address: isaacs.sherrill@unionps.org

...

Greg Smith  
14149 E Admiral Pl  
Tulsa, OK 74116



PAGE 2

Darren Burns  
123 N Martin Luther King Jr. Blvd  
Tulsa, OK 74103  
Telephone Number: 918-584-5858

PAGE 6

§ 2.3.1.1 For purposes of Section 8.1.2 of ~~A201-2007~~, A201-2017, as amended, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

PAGE 7

§ 2.3.2.6 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 submittal schedule in accordance with Section 3.10 of ~~A201-2007~~, A201-2017, as amended.

...

Section 3.12.10 of ~~A201-2007~~, A201-2017, as amended shall apply to both the Preconstruction and Construction Phases.

...

Section 10.3 of ~~A201-2007~~, A201-2017, as amended shall apply to both the Preconstruction and Construction Phases.

PAGE 8

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of ~~A201-2007~~, A201-2017, as amended, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

...

\$20,000.00

...

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed ~~within ( )~~ within Twelve 12 months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

PAGE 9

§ 4.2.2 Payments are due and payable ~~upon presentation of the Construction Manager's invoice. Amounts unpaid (~~ on the 20th day of the month provided receipt of invoice by no later than the 25th day of the previous



month. Amounts unpaid forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

0.00 % monthly

...

3.5%

...

3.5%

...

10%

#### PAGE 10

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document ~~A201-2007, General Conditions~~ A201-2017, General Conditions as amended, of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

...

§ 5.3.2 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 Section 7.3.3 of AIA Document ~~A201-2007, General Conditions~~ A201-2017, General Conditions as amended, of the Contract for Construction.

...

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document ~~A201-2007~~ A201-2017, as amended and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

...

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document ~~A201-2007~~ A201-2017, as amended shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

#### PAGE 11

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document ~~A201-2007~~ A201-2017, as amended or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and 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. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document ~~A201-2007~~A201-2017, as amended, or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

...

§ 6.7.2 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 Section 10.4 of AIA Document ~~A201-2007~~A201-2017, as amended.

...

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document ~~A201-2007~~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 6.8.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than ~~the~~the 20th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~( )~~than forty-five 45 days after the Architect receives the Application for Payment.

- .1 Take 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 schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document ~~A201-2007~~A201-2017, as amended;

...

- .3 Add the Construction Manager's Fee, less retainage of five percent ( 5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

...

- .4 Subtract retainage of five percent ( 5 %) from that portion of the Work that the Construction Manager self-performs;

...



- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document ~~A201-2007~~-A201-2017, as amended.

PAGE 15

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document ~~A201-2007~~-A201-2017, as amended, and to satisfy other requirements, if any, which extend beyond final payment;

...

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, 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 Section 9.5.1 of the AIA Document ~~A201-2007~~-A201-2017, as amended. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document ~~A201-2007~~-A201-2017, as amended. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

...

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of ~~A201-2007~~-A201-2017, as amended. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

...

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document ~~A201-2007~~-A201-2017, as amended.

PAGE 16

<u>General Liability Each Occurrence</u>	<u>\$1,000,000.00</u>
<u>General Aggregate Liability</u>	<u>\$2,000,000.00</u>
<u>Personal Liability</u>	<u>\$2,000,000.00</u>
<u>Products &amp; Completed Operations</u>	
<u>Aggregate</u>	<u>\$2,000,000.00</u>
<u>Automotive Liability</u>	<u>\$2,000,000.00</u>

...

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of ~~A201-2007~~-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, and Section 9.3 of this Agreement shall not apply.



...

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document ~~A201-2007~~, A201-2017, as amended, the method of binding dispute resolution shall be as follows:

...

☐ Arbitration pursuant to Section 15.4 of AIA Document ~~A201-2007~~A201-2017, as amended

...

☒ Litigation in a court of competent jurisdiction

...

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document ~~A201-2007~~ A201-2017, as amended for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

...

The Owner, The Board of Education, will serve as the final decision maker.

...

§ 10.1.1 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 Section 14.1.1 of ~~A201-2007~~A201-2017, as amended.

#### PAGE 17

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document ~~A201-2007~~A201-2017, as amended.

...

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of ~~A201-2007~~A201-2017, as amended shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

...

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of ~~A201-2007~~A201-2017, as amended shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.



...

The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A201-2007~~, A201-2017, as amended. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document ~~A201-2007~~, A201-2017, as amended, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

...

§ 11.1 Terms in this Agreement shall have the same meaning as those in ~~A201-2007~~, A201-2017, as amended.

...

Section 1.5 of ~~A201-2007~~, A201-2017, as amended shall apply to both the Preconstruction and Construction Phases.

#### PAGE 18

Section 13.1 of ~~A201-2007~~, A201-2017, as amended shall apply to both the Preconstruction and Construction Phases.

...

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of ~~A201-2007~~, 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 such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

...

.2 AIA Document ~~A201-2007~~, A201-2017, General Conditions of the Contract for  
~~Construction~~ Construction

...

, as amended

...

Ken Kinnear, President of the Board of Education

Greg Smith, Vice President

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:55:59 ET on 04/03/2020 under Order No. 1391946951 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2009, 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*