



**SPECIAL MEETING OF THE BOARD OF EDUCATION
January 26, 2023**

NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE BOARD OF EDUCATION OF THE IDABEL PUBLIC SCHOOL DISTRICT I-005, MCCURTAIN COUNTY, OKLAHOMA WILL BE HELD IN THE BOARD CONFERENCE ROOM, AT THE ADMINISTRATIVE CENTER, 200 N.E. AVENUE C ON JANUARY 26, 2023 5:30P.M. WITH THE FOLLOWING ITEMS TO BE CONSIDERED:

As required by Section 311, Title 25 of the Oklahoma Statutes, notice is hereby given of the agenda for a special meeting of the Board of Education of the Idabel Public School District I-005

1. **OPENING: CALL TO ORDER AND ROLL CALL OF MEMBERS A. PRESIDENT: BRENT BOLEN B. VICE-PRESIDENT: DONNIE BUTLER C. CLERK: DARRELL COURTNEY D. MEMBER: JERRY ROBINSON MEMBER: JAMES RALEY E.**

2. **MOTION TO ADOPT THE AGENDA AS PRESENTED**

3. **DOCUMENTS TO REVIEW FOR NEXT MONTHS EVALUATION**

4. **DISCUSSION, CONSIDERATION AND VOTE TO APPROVE OR REJECT A COMPLETION AGREEMENT BETWEEN THE SCHOOL DISTRICT AND NATIONAL AMERICAN INSURANCE COMPANY ("NAICO") REGARDING RESOLUTION OF A CLAIM AGAINST GROUND ZERO ROOFING & CONSTRUCTION CO., LLC AND THE PERFORMANCE BOND ISSUED BY NAICO ASSURING PERFORMANCE OF THE ROOFING CONTRACT FOR THE SCHOOL DISTRICT'S BAND AND SAFE ROOM PROJECT.**

5. **VOTE TO ADJOURN**

NAME OF PERSON POSTING THIS NOTICE:

DAWN BOURNE, MINUTES CLERK

Notice of this meeting was filed with the McCurtain County Clerk on the 23 day of JANUARY, 2023 AT 1:25PM

THIS AGENDA WAS POSTED AT 8:00 AM, JANUARY 25, 2023 IN THE FRONT WINDOW OF THE ADMINISTRATION BUILDING

SUPERINTENDENT'S CONTRACT

THIS CONTRACT is made and entered into this 1st day of July 2021, by and between Idabel Public Schools, Independent School District No. 1005, McCurtain County, Oklahoma, ("District"), and Douglas E. Brown, ("Superintendent").

WHEREAS District hereby agrees to hire Superintendent to be employed as superintendent of Idabel Public Schools, and Superintendent hereby agrees to accept this offer of employment.

THEREFORE, the parties hereby enter into this contract, subject to the following terms and conditions:

TERM: In consideration of the provisions contained herein, District hereby employs, and Superintendent hereby accepts employment as superintendent of Idabel Public Schools for a term commencing July 1, 2023, and ending on June 30, 2025, subject to such conditions and limitations as may be prescribed by law.

RENEWAL: District agrees to review and act upon the renewal of this employment contract in January of the final year of this agreement.

CERTIFICATION: Superintendent acknowledges that Superintendent has a valid certificate to serve as superintendent of schools in the State of Oklahoma and agrees to keep such certificate on file in the district's administrative office and maintain such certificate in good standing during the term of this contract.

DUTIES: Superintendent shall be the chief administrative officer of the district. Superintendent shall select and recommend for employment, subject to District Board of Education approval, all certified and non-certified employees, consultants, and administrators. Superintendent shall direct, supervise, transfer, assign and reassign all such personnel in a manner which best serves the district. Superintendent agrees to perform in good faith the duties required of the district's superintendent of schools. Said duties shall be those prescribed by federal and state law, Oklahoma State Department of Education regulations, policies established by the District Board of Education, the job description of the Superintendent, and all evaluation documents concerning Superintendent. Superintendent also has the responsibility to obtain all necessary training and professional development pertaining to the performance of the Superintendent's duties. Said necessary training and professional development shall be at district expense, as authorized by the District Board of Education.

In addition to the duties listed above, Superintendent shall have the responsibility for filing a copy of this contract, and any subsequent addenda, with the Oklahoma State Department of Education within fifteen (15) days of execution.

NON-REASSIGNMENT: Superintendent shall not be reassigned during the term of this contract to any other position except by written consent of the Superintendent.

SALARY: Superintendent shall be paid the sum of One hundred-twenty-five eight hundred seventy-three and 52/100 dollars (\$125,873.52) for the performance of the first year of this contract commencing on July 1, 2023 and ending on June 30, 2025. The method of payment shall be the same as the other twelve (12) month employees of the district. During the term of this agreement, the parties agree that Superintendent's base salary may be adjusted by \$5,000 at any time upon approval by the Board of Education. In no event shall Superintendent's salary be less than the highest base salary contracted for in this agreement.

EVALUATION, DISMISSAL AND NON-RENEWAL: Superintendent shall be evaluated annually by Idabel Board of Education. The board of education shall provide Superintendent a written plan of improvement for any deficiencies noted in the annual evaluation. District shall provide Superintendent a minimum of 15 and a maximum of 60 business days to correct noted deficiencies.

FRINGE BENEFITS: In addition to the salary provided herein, Superintendent shall receive the following fringe benefits:

Health Insurance: The District shall pay one hundred percent (100%) of Superintendent's personal health/vision/dental and one hundred percent (100%) of Superintendent's spousal vision/dental insurance. However, in no event shall District pay Superintendent more in insurance contributions than is allowed by applicable law;

Superintendent Health/Vision/Dental Stipend - \$7,431.60

Spousal/Vision/Dental - \$496.08

Travel Expense: Superintendent shall be reimbursed for itemized expenses incurred in conjunction with authorized district-related travel. Superintendent shall present to the District Board of Education a list of meetings or events regularly attended for prior Board approval at the regular September Board meeting. Superintendent shall inform Board of any meetings or events attended that were not on the list, at the regularly scheduled Board meeting immediately subsequent to the meeting or event attended by Superintendent.

Expense Reimbursement: Superintendent shall be entitled to the reimbursement of itemized actual expenses incurred by Superintendent in the performance of the duties as set forth in the contract unless otherwise limited by any established District policy. Said reimbursement shall not exceed the amount authorized by the District Board of Education. Superintendent shall provide receipts identifying the items purchased and their unit cost in advance of reimbursement;

Vehicle Reimbursement: District shall provide Superintendent with an automobile for business and personal use as required under this contract. Title to the automobile shall remain in the name of the district. District shall be responsible for all maintenance work required on the automobile, as well as all other costs associated with the use of the automobile. Additionally, District shall ensure, or otherwise, hold harmless, Superintendent against any and all liability that results from use of the automobile. Superintendent shall exercise ordinary care to prevent the loss, theft, destruction or other damage to the automobile. Additionally, the Superintendent shall be required to maintain a written mileage log designating mileage attributable to business use and mileage attributable to personal use. Superintendent, when using the Superintendent's personal vehicle for the performance of duties as set forth herein, shall be reimbursed for expenses related to such duties at a rate of 54¢ per mile. Superintendent shall be responsible for carrying the appropriate amount of auto insurance and for all maintenance work required on the personal vehicle.

Superintendent Personal Use Stipend \$591.30

Leave: Superintendent shall receive on an annual basis three (3) days of non-cumulative personal leave, five (5) days of non-cumulative emergency leave, ten (10) days of non-cumulative vacation leave, and (10) days of cumulative sick leave. Sick leave shall be cumulative at the same rate as certified teachers. Upon termination of Superintendent's service to District, Superintendent may redeem any accumulated sick leave for cash value. The value of any accumulated sick leave shall be computed on the same sick leave formula as is used for all other full-time employees of the district. Alternatively, Superintendent may transfer any accumulated sick leave to another school district in Oklahoma and/or request submission of accumulated leave to OTRS.

Professional Associations: Superintendent, in their individual professional capacity, is expected to participate in professional associations, local business and civic groups. In recognition of this duty, the Idabel Board of Education will provide \$990.00 in additional salary to cover these costs.

CCOSA/OASA/AASA - \$845.00

Idabel Rotary - \$145.00

CELL PHONE: The District shall provide the Superintendent with a cellular telephone allowance of \$1,200.00 to provide unlimited voice, messaging and at least 2 Gigabytes of data per month. Pursuant to applicable federal law, the amount paid to the superintendent under this provision will be included in the Superintendent's annual earnings statement (W2). Accordingly, the Superintendent need not document his personal or business use of the cell phone nor provide any cell phone records to the district.

Other Negotiated Benefits: Superintendent shall be entitled to any benefits or compensation, not otherwise addressed in the contract, which may be negotiated by other certified employees in this school district during the term of this contract. Said additional benefits or compensation must be specifically listed in an addendum to be filed with the Oklahoma State Department of Education.

RETIREMENT CONTRIBUTIONS: For the contract term, District agrees to pay both the employer's and employee's statutory contribution to the Oklahoma Teacher Retirement System (OTRS) for the benefit of Superintendent.

LEGAL DEFENSE: District agrees to defend and provide Superintendent with legal representation, at District expense, in any action or legal proceeding resulting from the good faith performance of duties while Superintendent was acting within the scope of employment.

JURISDICTION AND SEVERABILITY: This contract is entered into in the State of Oklahoma and shall be performed in the State of Oklahoma. Accordingly, the laws of the State of Oklahoma shall govern this contract. Should any provision of this contract be found contrary to the law by a court of competent jurisdiction, all other provisions of this contract shall remain in full force and effect.

LEGISLATIVE ACTION: In the event, the Oklahoma Legislature acts in a manner so as to affect this contract, all such provisions required by law to be a part of this contract are hereby adopted and incorporated herein.

UNILATERAL TERMINATION BY SUPERINTENDENT: In the event Superintendent unilaterally decides to terminate this contract prior to the completion of the term provided herein, Superintendent shall be liable to District for all reasonable costs incurred by District associated with advertising for and filling the superintendent position, unless otherwise agreed between District and Superintendent. Superintendent may also be liable for any other damages in equity or at law that a court may deem appropriate.

UNILATERAL TERMINATION BY DISTRICT: In the event District unilaterally decides to terminate this contract prior to the completion of the term provided herein, the damages recoverable by Superintendent shall be limited to an amount equal to one year of the salary and fringe benefits as set forth herein. If less than one year of the contract term remains when such termination occurs, the damages recoverable shall be decreased proportionately. The damages set forth in this provision shall be binding unless otherwise agreed between District and Superintendent. District may also be liable for any other damages in equity or at law that a court may deem appropriate.

BREACH OF CONTRACT: Unless otherwise addressed herein, failure or refusal by either party hereto to perform any of the terms or conditions hereof, without sufficient legal cause, shall constitute a breach of this contract. Said breach of contract shall entitle the non-breaching party to excuse their performance hereunder, and to any damages in equity or at law that a court may deem appropriate.

Entered into this 10th day of July 2023 by and between Superintendent and

Idabel Public Schools

Independent School District Number I005

President,

Superintendent,

Idabel Board of Education

Idabel Public Schools

ATTEST:

Board Clerk

As the Superintendent at Idabel Public Schools for the last 9 years I have an extensive record of managing school district finance, facility improvement, passing bond issues, and construction projects. Below is a general list of what we have accomplished at Idabel Public Schools and I would be happy to discuss further:

1. Started my tenure with a \$250,000 Fund Balance and after 9 years brought our fund balance to \$2.3 million with strategic use of federal funds and grants
2. Planned, promoted and passed three bond issues with over 80% approval
3. Improved the network infrastructure to a 10 Gig connection district wide
4. Purchased a new transportation fleet, including 7 buses, 2 activity buses, 3 suburbans and 2 Ag trucks using bond funds
5. Carefully planned and supervised a complete LED light replacement project replacing all of the old fluorescent lights for energy-efficient LED fixtures resulting in significant energy savings and greatly improved lighting quality district wide.
6. Carefully planned and established a budget and design plan to upgrade and/or update all student bathrooms in the district
7. Implemented the CEP program allowing every student to eat for free and all employees eat for \$1.00
8. Upgraded our Child Nutrition Program with a 3rd party vendor and improved the quality of food served to our students and staff
9. Implemented a 1:1 iPad/Chromebook program just prior to the COVID pandemic
10. Just completed a new football stadium with 8 lane all weather track and artificial grass field, including a 40 foot jumbo video scoreboard
11. Planned and currently overseeing the construction of a new modern band room/safe room, with 3 practice rooms, ensemble room, instrument/uniform storage and office space
12. Upgraded baseball and softball facilities through local donors, volunteers and a MLB grant
13. Using ESSER funds to a complete HVAC replacement with ionization in two of four buildings
14. Implemented a successful professional development program completely led by teachers called the Next Level Committee focusing on using our own staff of experts to lead district wide training saving district professional development funds
15. Though strategic hiring practices we have created successful extra curricular programs, including band, vocal music and athletics
16. Successfully implemented a positive social media campaign to promote transparency and encourage communication of ongoing projects with all district stakeholders
17. Partnered with the Choctaw Nation to implement an extensive summer school program
18. Guided the expansion of our 21st Century after school program to include PreK through 1st grade

In closing, I hope the evidence I have provided in this letter has been helpful in demonstrating my success managing school district finance, facility improvement, passing bond issues, and construction projects. If you have any further questions or require any additional documentation, please do not hesitate to contact me.

Sincerely,
Doug Brown

COUNTY SUPERINTENDENT SALARIES 22/23			
BROKEN BOW	ELLISOR	CARLA	\$165,888.00
IDABEL	BROWN	DOUGLAS	\$145,540.00
HAWORTH	PRICE	JASON	\$144,388.00
SMITHVILLE	MCBROOM	DELBERT	\$126,482.00
VALLIANT	FRAZIER	MICHAEL	\$116,510.00
BATTIEST	TURNER	TOMMY	\$113,391.00
FOREST GROVE	SMITH	JOHN	\$110,012.00
HOLLY CREEK	BRUMLEY	HARVEY	\$109,417.00
EAGLETOWN	ARMSTRONG	BRIAN	\$107,737.00
LUKFATA	NEAL	KURT	\$107,228.00
DEMISON	EBERT	STACE	\$98,484.00
WRIGHT CITY	HILL	JORDAN	\$88,018.00
GLOVER	WALL	BRANDY	\$77,391.00

Superintendent Salary by Enrollment 22/23

County	District	Enrollment	Salary
ROGERS	SEQUOYAH	1299	\$159,221.00
SEQUOYAH	MULDROW	1292	\$196,305.00
MARSHALL	KINGSTON	1269	\$196,305.00
WASHINGTON	DEWEY	1232	\$119,646.00
MCCURTAIN	IDABEL	1227	\$145,540.00
CHOCTAW	HUGO	1219	\$143,924.00
MAYES	LOCUST GROVE	1208	\$121,179.00
POTTAWATOMIE	NORTH ROCK CREEK	1208	\$173,237.00
POTTAWATOMIE	BETHEL	1207	\$122,895.00
MCCLAIN	WASHINGTON	1197	\$154,984.00
		Median	\$153,323.60

FB DISTRICT SUPERINTENDENTS' SALARIES 23/24			enrollment	per pupil
ATOKA	MCADAMS	JAY	868	\$226.20
KINGSTON	BRISTER	BRIAN	1269	\$154.69
EUFULA	GUTHRIE	MONTY	1185	\$152.84
BROKEN BOW	ELLISOR	CARLA	1583	\$104.79
WASHINGTON	REYNOLDS	THOMAS	1197	\$129.48
IDABEL	BROWN	DOUGLAS	1227	\$118.61
ANTLERS	NOLAND	RUSSELL	965	\$149.17
HUGO	SMITH	CORY	1219	\$118.07
BEGGS	TENNYSON	SHAWN	1073	\$131.68
WARNER	VINSON	DAVID	814	\$171.56
HEAVENER	WILSON	EDWARD	887	\$140.96
WILBURTON	VANDEBURY	KYLE	885	\$140.30
VALLIANT	FRAZIER	MICHAEL	930	\$125.28
SPIRO	HAYNES	RICHARD	1063	\$108.30

Best Bang for the Buck

FB DISTRICT SUPERINTENDENTS' SALARIES 23/24			enrollment	per pupil
BROKEN BOW	ELLISOR	CARLA	1583	\$104.79
SPIRO	HAYNES	RICHARD	1063	\$108.30
HUGO	SMITH	CORY	1219	\$118.07
IDABEL	BROWN	DOUGLAS	1227	\$118.61
VALLIANT	FRAZIER	MICHAEL	930	\$125.28
WASHINGTON	REYNOLDS	THOMAS	1197	\$129.48
BEGGS	TENNYSON	SHAWN	1073	\$131.68
WILBURTON	VANDEBURY	KYLE	885	\$140.30
HEAVENER	WILSON	EDWARD	887	\$140.96
ANTLERS	NOLAND	RUSSELL	965	\$149.17
EUFULA	GUTHRIE	MONTY	1185	\$152.84
KINGSTON	BRISTER	BRIAN	1269	\$154.69
WARNER	VINSON	DAVID	814	\$171.56
ATOKA	MCADAMS	JAY	868	\$226.20

6.67 b/w #4 & #5
 Could raise \$8,184.08 and still be #4 in Best Bang for the Buck

SUPERINTENDENT EVALUATION FORM

ADMINISTRATOR: _____ DATE: _____

KEY TO RATINGS:

- 1) Commendable (full implementation)
- 2) Accept in general (strong implementation)
- 3) Accept with reservations (average implementation)
- 4) Questionable (weak implementation)
- 5) Unsatisfactory (not implemented and/or not acceptable)
- N/A Not applicable to position; unable to observe; unknown to evaluator

1. Implementation of B.O.E. Policies/Regulations, State Laws, and State B.O.E. Regulations

- 1.1 Supervises the effective carrying out of all constitutional or statutory laws, state regulations, and Board Policies 1 2 3 4 5 N/A
- 1.2 Exercised power to make such rules and gives such instructions to school employees as may be necessary to implement Board Policy 1 2 3 4 5 N/A

COMMENTS:

2. Communication/Reports/Recommendations to the Board of Education

- 2.1 Attempts to keep the Board apprised of the schools' operations 1 2 3 4 5 N/A
- 2.2 Formulates school policies, regulations, plans, prepares and presents facts and explanations necessary to assist the Board in its duty of legislation for the schools 1 2 3 4 5 N/A
- 2.3 Directs the preparation of all reports required in the operations 1 2 3 4 5 N/A
- 2.4 Communicates to all employees, directly or through delegation, all actions of the Board relating to personnel matters; and receives from employees all communications to be made to the Board. 1 2 3 4 5 N/A
- 2.5 Attempts to keep the Board apprised of projected problems with finance and/or other areas or concern. 1 2 3 4 5 N/A

- 2.6 Recommends the appointments, employment, or dismissal of all district employees. 1 2 3 4 5 N/A
- 2.7 Attempts to keep the Board apprised of all new laws or regulations effecting the schools. 1 2 3 4 5 N/A

COMMENTS:

3. Public Information/Relations

- 3.1 Keeps the citizens/patrons informed about school operations via informational bulletins, participation in community activities, newspaper articles, conferences, P.T.A. programs, etc. 1 2 3 4 5 N/A
- 3.2 Attempts to answer any questions raised by patrons and/or resolve their problems. 1 2 3 4 5 N/A
- 3.3 Represents the schools before the public, and maintains, through cooperative leadership, both within and without the schools, such a program of publicity and public relations as may keep the public informed as to the activities, needs, and successes of the schools 1 2 3 4 5 N/A
- 3.4 Works and cooperates with the news media in keeping the public informed of the schools' operations. 1 2 3 4 5 N/A

COMMENTS:

4. General Control

- 4.1 Assumes responsibility for the general control of the schools' operations. 1 2 3 4 5 N/A
- 4.2 Remains alert to the performance of all employees and expects full performance. 1 2 3 4 5 N/A
- 4.3 Does not hesitate to judiciously reprimand an employee or direct a supervisor to do so for lack of performance. 1 2 3 4 5 N/A
- 4.4 Does not hesitate to make unpopular decisions when necessary for the total operations. 1 2 3 4 5 N/A

- | | |
|---|---------------|
| 4.5 Attempts to establish priorities in the expenditure of funds. | 1 2 3 4 5 N/A |
| 4.6 Remains cognizant of the taxpayer and the expenditure of all funds. | 1 2 3 4 5 N/A |
| 4.7 Attempts to attend meetings necessary to keep up with the educational provisions of the state and nation. | 1 2 3 4 5 N/A |
| 4.8 Puts forth the necessary effort and time to properly administer the schools. | 1 2 3 4 5 N/A |
| 4.9 Attempts to organize all activities in behalf of the schools. | 1 2 3 4 5 N/A |

COMMENTS:

Other Areas of Concern: (Please list and elaborate)

The signature of the person being evaluated on this report does not necessarily represent agreement with the evaluation.

Signed: _____
 Board Member Date

Signed: _____
 Superintendent Date

COMPLETION AGREEMENT

Parties: National American Insurance Company
1010 Manvel Avenue
Chandler, OK 74834
("Surety")

Independent Public School District No. 5 of McCurtain County, Oklahoma
900 East Lincoln Road
Idabel, OK 74745
("Obligee")

Project: Idabel Public Schools Band/Safe Room Project
Bid Package No. 6 - Roofing
("Project")

In consideration of their mutual covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Surety and Obligee stipulate and agree as follows:

1. Obligee and Ground Zero Roofing & Construction Co., LLC ("Principal") entered into an agreement whereby Principal agreed to furnish to Obligee certain labor and material required to perform work on the Project pursuant to a written contract, and further consisting of all documents incorporated therein, as well as all contract supplements and addenda thereto, the Project specifications, plans, drawings, and all general, supplemental and other conditions applicable to the Contract (collectively the "Contract").

2. Surety and Principal executed a Performance Bond bearing Bond Number CBB0059559 in the penal sum of Sixty-Eight Thousand Nine Hundred Dollars (\$68,900) for the use and benefit of the Obligee ("Performance Bond").

3. Obligee has declared Principal in default and terminated Principal's right to perform the remainder of the Contract. Surety acknowledges that Obligee has terminated the Contract and made a claim against the Performance Bond.

4. Obligee desires to avoid delay in the completion of the Project in order to preserve continuity of performance, to expedite completion and to avoid the delay and inconvenience of having to re-let the Project.

5. Surety, while proceeding with a full reservation of rights and defenses available to it and/or Principal, intends to satisfy its obligations under the Performance Bond by arranging for completion of the Contract, provided that the unpaid Contract balance, including retainage for work heretofore performed by Principal for which payment has not been made by Obligee, is paid to Surety in accordance with the terms of the Contract.

6. Surety shall with the advice, assistance and cooperation of Obligee, procure the performance of the remaining work described in the Contract in accordance with the terms and

conditions set forth therein. Upon performance of said work, Obligees shall deem the Project and the Contract completed and accepted. Nothing herein contained shall be construed as modifying or limiting Obligees' or Surety's obligations under the Contract, the Performance Bond or any payment bond executed by Surety and Principal in connection with the Project. It is mutually agreed that any time extensions or executed change orders issued to date are incorporated herein. Surety reserves its right to seek change orders granting extra compensation and time extensions for any work which is not required by the Contract.

7. Obligees and Surety agree that liquidated damages, if any, will not be assessed and that the time for completion of performance of the Contract will be extended.

8. Obligees warrants that the unpaid balance of the Contract, as amended by any executed change order(s), as of the date of this Agreement is \$68,900.

9. Obligees and Surety hereby agree that Surety shall be paid as provided in Paragraph 5, above. Under no circumstances shall Surety's liability under this Agreement exceed the penal sum of Surety's Performance Bond. Obligees and Surety agree that once the penal sum of the Performance Bond has been paid by Surety, Surety shall have no further obligation to either pay or perform, and Surety's liability under the Performance Bond shall be extinguished and Obligees shall release Surety and the Performance Bond. Surety will promptly notify Obligees once Surety's payments reach the penal sum.

10. Surety agrees to diligently procure a contractor through which the Contract work will be performed, in accordance with the terms and conditions contained in the Contract, subject to the terms and conditions of the Performance Bond and as provided in this Agreement.

11. Obligees and Surety recognize that to the extent Principal makes or has made any claims for additional compensation through change orders not approved by Obligees, or for money from Obligees for any reason arising from the Project, that this Agreement, in no way, invalidates or waives any claims or defenses thereto. However, to the extent, if at all, it is determined that Obligees owes Principal money for any change order(s), for any other reason relating to the Contract, Obligees recognizes that Surety has a security interest in those funds. Furthermore, in the event that Principal receives a judgment against Obligees for said change orders or otherwise becomes entitled to funds from Obligees for any reason arising from the Project, Obligees agrees to interplead any such judgment amount and/or other funds (including settlement funds) into the Oklahoma District Court for McCurtain County, with proper service upon Surety and Principal in the event that Principal claims any right, title or interest in or to such funds. The defendants in any such action shall include, at a minimum, Surety and Principal.

12. This Agreement shall be governed by the laws of the State of Oklahoma and shall bind the parties hereto and their successors and shall not be modified or amended except by a written document duly executed by the parties hereto or their successors.

IN WITNESS WHEREOF, the parties hereto have executed this Completion Agreement to be effective as of the date it is executed by Idabel Public Schools.

NATIONAL AMERICAN INSURANCE COMPANY

By: _____

Title: _____

Date: _____

**INDEPENDENT PUBLIC SCHOOL DISTRICT NO. 5 OF
MCCURTAIN COUNTY, OKLAHOMA**

By: _____
President, Board of Education

Date: _____

ROSENSTEIN, FIST & RINGOLD

ATTORNEYS AT LAW

JOHN G. MOYER, JR.
JERRY L. ZIMMERMAN
FREDERICK J. HEGENBART
ERIC P. NELSON
JOHN E. FRIDDY
BRYAN K. DRUMMOND
KENT B. RAINEY
ERIC D. WADE
SAMANTHIA S. MARSHALL

M. SCOTT MAJOR
ADAM T. HEAVIN

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

FACSIMILE
(918) 583-5617

INTERNET WEB SITE:
www.rfriaw.com

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

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

OF COUNSEL
ADAM S. BREIPOHL
EMILY C. KRUKOWSKI
ALISON A. VERRET
ERIC D. JANZEN

January 23, 2023

Via Email and USPS

Ground Zero Roofing and Construction Company, LLC
P. O. Box 1272
Newcastle, OK 73065

National American Insurance Company
1010 Manvel Avenue
Chandler, OK 74834

Principal: Ground Zero Roofing and Construction Co, LLC ("Ground Zero")
Obligee/Owner: Idabel Public Schools ("Idabel")
Project: Idabel Public Schools Band Room/Safe Room/Existing Vo-Ag Project -
Idabel, OK
Bond No.: CBB0059559
Claim No.: SB220009

Dear Sir/Madam:

This letter is supplemental to the notices provided to you relative to the above-referenced bond claim on November 3, 2022 and on December 30, 2022. Please be advised that, pursuant to Section 3.3 of the Performance Bond, the Owner hereby agrees to pay the balance of the contract price to the surety in accordance with the terms of the construction contract or to a contractor selected to perform the construction contract in accordance with the terms of the contract with the Owner.

Please confirm your receipt of this supplemental notice and demand and acknowledge satisfaction of all conditions precedent to triggering NAICO's obligations under the Performance Bond.

Sincerely,



Eric P. Nelson
For Rosenstein, Fist & Ringold

EPN:rr



AIA Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Fourteenth day of October in the year Two Thousand Twenty
(In words, indicate day, month and year.)

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

Idabel Public Schools
901 E Lincoln Road
Idabel, OK 74745

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

Ground Zero Roofing
PO Box 1272
Newcastle, OK 73065

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

Idabel Public Schools Band Room/Safe Room/Existing Vo-AG Project
Idabel, OK
Bid Package Number Six (6) Roofing

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

Sooner Construction Management Services
190 South Three Mile Road
Fort Gibson, OK 74434

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

Boynton Williams & Associates
3637 West Main Street
Norman, OK 73072

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.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. ^AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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(1717205299)

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EXHIBIT A DETERMINATION OF THE COST OF THE WORK

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 Modifications, 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 the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than See Project Schedule () days from the date of commencement, or as follows:

Init.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Refer to Attachment #3 Project Schedule

Portion of the Work	Substantial Completion Date
Bid Package 6 - Roofing	Refer to Attachment #3 Project Schedule

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

NA

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 one of the following:

(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 4.2 below
- Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Sixty eight thousand nine hundred dollars (\$ 68,900.00), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum 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 bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

NA

§ 4.2.3 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
NA		

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
NA	

Init.

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.3.2 The Contractor's Fee:

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

NA

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

NA

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

NA

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

§ 4.3.6 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
NA		

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:

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

NA

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

NA

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

NA

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

§ 4.4.6 Unit Prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
NA		

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

NA

§ 4.4.7.2 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:

NA

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any: *(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)*

Item	Allowance
NA	

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

NA

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance 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:

Pay Application must be received no later than 1:00 PM the first Monday of the month. Refer to Board Meeting Calendar; Attachment #4. Board will review and act on pay applications during monthly Board Meetings. Refer to Board Meeting Calendar; Attachment #4. Payment will be released after Board action. Payment made monthly.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the first Monday of each month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the second Tuesday after submitted. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Construction Manager receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 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.

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add 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), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

NA

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

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

- .1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;
- .2 Add the Contractor's Fee, less retainage of percent (%). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which 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;
- .3 Subtract retainage of percent (%) from that portion of the Work that the Contractor self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

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- .6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 5.1.5.4 The Owner, Construction Manager and Contractor 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 Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor 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.

§ 5.1.5.6 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.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor 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 Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.6.2 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.3 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 Contractor on account of that portion of the Work for which the Contractor 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.

§ 5.1.6.4 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 7.3.10 of AIA Document A232-2009;
- .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 Contractor's Fee, less retainage of percent (%). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor'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 percent (%) from that portion of the Work that the Contractor self-performs;

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- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 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 Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232-2009.

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

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor 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.

§ 5.1.6.7 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 Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

Final payment shall be made no later than thirty days after completion of punch list and receipt of all closeout documents

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as 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.)

Boyton Williams & Associates
 3637 West Main Street
 Norman, OK 73072

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor 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 A232-2009.
- Litigation in a court of competent jurisdiction.
- Other: (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232-2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, 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.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232-2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232-2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232-2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 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.) %

§ 8.3 The Owner's representative:
(Name, address and other information)

Doug Brown, Superintendent
Idabel Public Schools
200 NE Avenue C
Idabel, OK 74745

§ 8.4 The Contractor's representative:
(Name, address and other information)

Skyler Bates
Ground Zero Roofing
PO Box 1272
Newcastle, OK 73065

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

§ 8.6 Other provisions:

NA

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
A701	Instruction to Bidder	1997	10
A232	General Conditions	2009	51

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Refer to Attachment #1 Table of Contents

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Refer to Attachment #2 Table of Contents

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

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	07.06.2020	58
Addendum No. 2	07.15.2020	59
Addendum No. 3	07.16.2020	5
Addendum No. 4	07.17.2020	3
Addendum No. 5	07.20.2020	1
Addendum No. 6	08.14.2020	1
Addendum No. 7	08.21.2020	133
Addendum No. 8	09.03.2020	15

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
NA
- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
NA
- .4 Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Project Summary; Advertisement for Bids; Table of Contents; Instruction to Bidders; Available Project Information; Bid Forms; Agreement Form; Contracting Forms and Supplements; Business Relationship Affidavit; Noncollusion Affidavit; Performance Bond; Payment Bond; Defect Bond; Claims Affidavit; Contract Affidavit

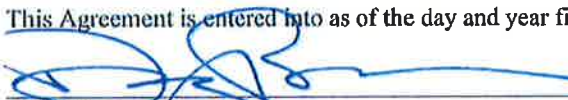

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Performance, Payment and Defect Bond	Refer to AIA 232 – 2009 Section 11 Article 11.4.1
General Liability Insurance	Refer to Project Specification Manual 007316-4 Section 1.7C
Automobile Insurance	Refer to Project Specification Manual 007316-4 Section 1.7C
Workers Compensation Insurance	Refer to Project Specification Manual 007316-4 Section 1.6B

This Agreement is entered into as of the day and year first written above:

 OWNER (Signature) <hr/> Doug Brown Superintendent <i>(Printed name and title)</i>	 CONTRACTOR (Signature) <hr/> Skyler Bates Owner <i>(Printed name and title)</i>
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Additions and Deletions Report for AIA® Document A132™ – 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 18:36:29 ET on 10/15/2020.

PAGE 1

AGREEMENT made as of the Fourteenth day of October in the year Two Thousand Twenty

...

Idabel Public Schools
901 E Lincoln Road
Idabel, OK 74745

...

Ground Zero Roofing
PO Box 1272
Newcastle, OK 73065

...

Idabel Public Schools Band Room/Safe Room/Existing Vo-AG Project
Idabel, OK
Bid Package Number Six (6) Roofing

...

Sooner Construction Management Services
190 South Three Mile Road
Fort Gibson, OK 74434

...

Boynton Williams & Associates
3637 West Main Street
Norman, OK 73072
PAGE 2

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than See Project Schedule () days from the date of commencement, or as follows:

PAGE 3

Refer to Attachment #3 Project Schedule

...

Bid Package 6 - Roofing

Refer to Attachment #3 Project Schedule

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User Notes:

(1717205299)

...

NA

...

Stipulated Sum, in accordance with Section 4.2 below

...

§ 4.2.1 The Stipulated Sum shall be Six eight thousand nine hundred dollars (\$ \$68,900.00), subject to additions and deletions as provided in the Contract Documents.

...

NA

...

NA

...

NA

PAGE 4

NA

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NA

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NA

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NA

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NA

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NA

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NA

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NA

PAGE 5

NA

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NA

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NA

...

NA

...

Pay Application must be received no later than 1:00 PM the first Monday of the month. Refer to Board Meeting Calendar; Attachment #4. Board will review and act on pay applications during monthly Board Meetings. Refer to Board Meeting Calendar; Attachment #4. Payment will be released after Board action. Payment made monthly.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the day of a first Monday of each month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the day of the month, second Tuesday after submitted. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than (sixty (60) days after the Construction Manager receives the Application for Payment.

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- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add 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), less retainage of five percent (5 %);

...

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

...

NA

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Final payment shall be made no later than thirty days after completion of punch list and receipt of all closeout documents

...

Boyton Williams & Associates

3637 West Main Street

Norman, OK 73072

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User Notes:

(1717205299)

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[X] Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

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Doug Brown, Superintendent
Idabel Public Schools
200 NE Avenue C
Idabel, OK 74745

...

Skyler Bates
Ground Zero Roofing
PO Box 1272
Newcastle, OK 73065

...

NA

...

<u>A701</u>	<u>Instruction to Bidder</u>	<u>1997</u>	<u>10</u>
<u>A232</u>	<u>General Conditions</u>	<u>2009</u>	<u>51</u>

...

Refer to Attachment #1 Table of Contents

...

Refer to Attachment #2 Table of Contents

...

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<u>Addendum No. 1</u>	<u>07.06.2020</u>	<u>58</u>
<u>Addendum No. 2</u>	<u>07.15.2020</u>	<u>59</u>
<u>Addendum No. 3</u>	<u>07.16.2020</u>	<u>5</u>
<u>Addendum No. 4</u>	<u>07.17.2020</u>	<u>3</u>
<u>Addendum No. 5</u>	<u>07.20.2020</u>	<u>1</u>
<u>Addendum No. 6</u>	<u>08.14.2020</u>	<u>1</u>
<u>Addendum No. 7</u>	<u>08.21.2020</u>	<u>133</u>
<u>Addendum No. 8</u>	<u>09.03.2020</u>	<u>15</u>

...

NA

...

NA

...

Project Summary; Advertisement for Bids; Table of Contents; Instruction to Bidders; Available Project Information; Bid Forms; Agreement Form; Contracting Forms and Supplements; Business Relationship Affidavit; Noncollusion Affidavit; Performance Bond; Payment Bond; Defect Bond; Claims Affidavit; Contract Affidavit

...

<u>Performance, Payment and Defect Bond</u>	<u>Refer to AIA 232 – 2009 Section 11 Article 11.4.1</u>
<u>General Liability Insurance</u>	<u>Refer to Project Specification Manual 007316-4 Section 1.7C</u>
<u>Automobile Insurance</u>	<u>Refer to Project Specification Manual 007316-4 Section 1.7C</u>
<u>Workers Compensation Insurance</u>	<u>Refer to Project Specification Manual 007316-4 Section 1.6B</u>

This Agreement is entered into as of the day and year first written ~~above~~ above

...

Doug Brown Superintendent

Skyler Bates Owner

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Jim Newcomb, 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 18:36:29 ET on 10/15/2020 under Order No. 0874498127 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President

(Title)

10.14.2020

(Dated)

BWA

DOCUMENT 00 0110

N19008

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Document	00 0115	List of Drawings

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Document	00 4113	Bid Form
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Document	00 4521	Business Relationship Affidavit
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Document	00 5313	Contract Affidavit
Document	00 5315	Tobacco Free Affidavit
Document	00 5317	Drug-free Affidavit
Document	00 7226	General Conditions (Construction Management Advisor) AIA A232 - 2009 General Conditions of the Contract for Construction - Construction Manager as Adviser Edition with modifications.
Document	00 7316	Insurance Requirements
Document	00 7375	Felony Compliance Felony and Sex Offenders Affidavit - Contractor Felony and Sex Offenders Affidavit - SubContractor
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Idabel Public SchoolsNew High School Band and
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		CSI Form 13.2A "Request For Interpretation"
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Bandroom Geotechnical Subsoil Investigation Report No. 731-19190
Football/Track Geotechnical Subsoil Investigation Report No. 731-19191
Storm Water Pollution Prevention Plan

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DOCUMENT 00 0115

BWA:

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LIST OF DRAWING SHEETS

The following is a list of graphic documents bound separately from the Project Manual.

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CIVIL

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Drawing	2C1	Dimensional Control Plan
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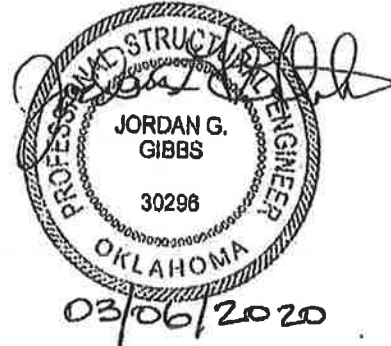
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Section 00 3132 – Geotechnical Data

DIVISION 03 - CONCRETE
Section 03 1119 – Insulating Concrete Forms
Section 03 3000 – Cast-In-Place Concrete

DIVISION 04 – MASONRY
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DIVISION 31 - EARTHWORK
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Idabel Public Schools

New High School Band and
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Attachment #3

