

This advertisement should be published in the Paper on June 15<sup>th</sup>, 2020 and again on June 22<sup>nd</sup>, 2020.

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### **Sealed Bids for Surplus City Equipment**

Pursuant to Section 2-1-4 of the City Code, the following listed items at the Pryor Creek Golf Course are declared surplus property and are available for sealed bid.

1. **Progressive Pro-Flex Mower**, Purchased 07/02/2008 for \$19,255.00
2. **Canon 3570 Printer**, Purchased 09/06/2005 for \$9,339.00
3. **1973 Chevy Cab & Chassis**, Purchased 05/21/1973 for \$5,600.00
4. **Ransomes Fairway Hydraulic Reel Mower**, Purchased 03/30/1991 for \$11,901.00
5. **1991 Dodge Pickup**, Purchased 06/14/1991 for \$11,932.00
6. **1988 Int'l Street Sweeper**, Purchased 05/23/1998 for \$26,079.00
7. **National 84" Triplex Vanguard Mower**, Purchased 08/18/1998 for \$13,932.00
8. **Jacobsen Turf Cat w/deck**, Purchased 08/18/1998 for \$17,027.00

The surplus property may be viewed at the Pryor Creek Golf Course, 724 E 530, Pryor, OK, during normal operating hours. Please call ahead (918) 825-3056 to notify the staff of your interest in viewing the items.

Sealed bids must contain the name, address and telephone number of the person submitting the bid. (Ord. 2017-2, 2-21-2017)

Sealed bids may be submitted to the City Clerk at 12 N Rowe, PO Box 1167, Pryor, OK 74362.

Sealed bids must be submitted before 4:29 PM on June 30, 2020.

Sealed bids will be opened and awarded at the July 7<sup>th</sup>, 2020 City Council meeting at 12 N Rowe.

# MILLER, MATT

## 25 S PINE

	Doug inspected and determined needed mowed	
5/2/2016	Letter was mailed and posted weed and mowing	
5/24/2016	Email from Doug - ready for abatement	
8/17/2017	Letter was mailed and posted weed and mowing	
8/5/2018	Code Enforcement has Bushwackers mow the property after bids \$60.00	
8/13/2018	Homeowner was sent invoice for \$60.00	
10/8/2018	Code Enforcement has Bushwackers mow the property after bids \$50.00	
10/11/2018	Homeowner was sent invoice for Total due \$110.00	
	Invoice not paid	
2/13/2019	Lien Filed \$110.00	\$110.00
	Paid by Special Assessment	(\$110.00)
	Lien Released Balance \$0.00	\$0.00
11/6/2019	Property was mowed again (within 6 months)	
	Invoice Mailed	\$125.00
11/15/2019	Invoice Paid	(\$125.00)
	Balance \$0.00	\$0.00
6/8/2020	New letter mailed regarding weeds and mowing	
7/7/2020	Hearing for Abatement (stated in letter)	

**NOTICE OF VIOLATION CONCERNING  
GRASS/WEEDS/BUSHES/TREES OR TRASH  
AND  
ORDER COMMANDING ABATEMENT OF CONDITION**

This Notice is issued by the City of Pryor Creek, Oklahoma to the following individuals or entities under the authority of, and according to the provisions of OKLA. STAT. Tit. 11 § 22-111 and the City Code for the City of Pryor Creek, Oklahoma Section 4-5-2 and 4-5-5.

**NOTICE ISSUED TO THE FOLLOWING PARTIES:**

The **Record Owner(s)** name(s) as set forth in the land records of the **Mayes County Clerk:**

Miller, Matt PO Box 255 Inola , Ok 74036

Name(s) and Address(es) of **Record Owner(s)** as shown by current year's tax rolls in office of **County Treasurer:**

Miller, Matt PO Box 255 Inola , Ok 74036

Name(s) and Address(es) of **Mortgagees (Mortgage Holders)** as shown by records in the office of the **Mayes County Clerk:**

Miller, Matt PO Box 255 Inola , Ok 74036

Name(s) and Address(es) of **lien holders, lease holders and other interested parties** as shown by the records of the **Mayes County Clerk:**

Name(s) and Address(es) of known **parties in possession of premises**, if any:

Miller, Matt PO Box 255 Inola , Ok 74036

**THE ABOVE LISTED PARTIES ARE HEREBY FORMALLY NOTIFIED AS FOLLOWS:**

- (1) This Notice is regarding that certain property with a street address of:  
25 S. Pine Pryor Creek ,OK 74361
- (2) The Legal description of the above referenced property of which this notice is concerning is:  
Mayor Roach Addition Blk 3 Lots 11 and 12 1274/306
- (3) The explanation/description of the condition on the property constituting a violation of OKLA. STAT. Tit. 11 §22-111 and/or Section 4-5-2 of the City Code for Pryor Creek is as follows:  
High Grass and Weeds
- (4) **PURSUANT TO THIS NOTICE YOU ARE ORDERED TO PERFORM THE FOLLOWING ACTIONS WITHIN TEN (10) DAYS OF THE DATE THIS NOTICE WAS ISSUED:** (Applicable Orders are Checked)
  - A.  Cut/Mow the vegetation located on the property, (excluding only healthy trees, healthy shrubs, or produce for human consumption grown in a tended and cultivated garden), to place the property in compliance with state and local code provisions referenced in paragraph "3" such that none of the vegetation exceeds 12 inches in height.
  - B.  Remove from the property the weeds consisting of the poison ivy, poison oak, poison sumac, or other weed(s) as set forth in paragraph "3" hereof.
  - C.  Remove from the property the trees, bushes, shrubs, or other vegetation set forth in paragraph "3" hereof which is determined to pose a detriment to the health, benefit and welfare of the public or which constitutes a hazard to traffic or creates a fire hazard.
  - D.  Remove the trash from the property as above identified in paragraph "3".

- (5) **HEARING SET ON VIOLATION/RIGHT TO APPEAR AND CONTEST:** A Public Hearing has been scheduled to occur on the 7th day of July in the year of 2020 at the City of Pryor Creek City Council Chambers located on the second floor of the City Hall for said City at the address of 12 N. Rowe Street, Pryor Creek, Oklahoma at the hour of 6:00 o'clock P.M. for the purpose of making a formal determination of the status of the Violation stated herein by the City's Hearing Officer designated by the Pryor Creek City Council to make such administrative orders as are appropriate. You have the right to appear at this Hearing to contest the alleged violation cited in this Notice. YOUR FAILURE TO APPEAR FOR THE HEARING TO CONTEST THE MATTER may result in the Final Determination that the alleged violation constitutes a detriment to the health, benefit, and welfare of the public and the community, or hazard to traffic, or creates a fire hazard to the danger of property, and that the property would be benefited by the removal of the alleged conditions; entry upon the property by the City for purposes of abating the violation; and assessment of all costs associated with the abatement against you and the perfection of a lien for same upon the property.
- (6) **ABATEMENT BY THE CITY COSTS CHARGED TO YOU:** If the ordered cleaning of the property of trash, removal of vegetative items or cutting/mowing of grass/weeds as above ordered is not performed by you within Ten (10) days of the date of this Notice, the alleged violation is confirmed to exist at the Hearing referenced in this Notice and the City performs abatement of the condition, a Notice of Lien will be filed with the Mayes County Clerk against the property for the costs due and owing the City for the cleaning of the property and the costs of Notice to you.
- (7) **FURTHER VIOLATIONS WITHIN 6 MONTHS OF THIS NOTICE/ABATEMENT BY CITY/COSTS CHARGED TO YOU:** Any accumulations of trash or the existence of vegetation upon the property involved in this Notice which are in violation of the referenced state law and City Code provisions referenced in this Notice occurring within Six (6) months from and after the date of this Notice may be summarily abated by the City with no further Notice to you and the costs of such abatement shall be assessed against you and a lien may be imposed on the property to secure the payment of same.
- (8) **OWNER MAY GIVE PERMISSION TO CITY TO ABATE/COSTS CHARGED TO OWNER:** The owner of the property may give written consent to the City authorizing the City to remove trash or remove vegetation, or mow/cut the weeds/grass on the property. If such permission is given to the City the costs of such abatement shall be assessed against the owner and a lien may be imposed on the property to secure the payment of same if the owner fails to pay the City within Thirty (30) days following the performance of the abatement by the City.
- (9) **YOUR RIGHT TO APPEAL THE MATTER/WAIVER OF RIGHT TO APPEAL:** You may appeal the City's determination made by the City's Hearing Officer at the Hearing conducted under this Notice. If you desire to appeal, the appeal must be filed in writing conforming to the requirements of the City's ordinances for Administrative Appeals in Title 1 Chapter 5A of the City Code within Ten (10) days of the date the Hearing Officer's Order is issued at the Hearing referenced above in paragraph "5". Your failure to file an appeal as herein required shall result in the waiver of the right to appeal the Order.

This Notice was issued on the 8th day of June in the year of 2020 by the undersigned Building Official or Code Enforcement Officer or Mayor, as applicable.

  
\_\_\_\_\_  
Signature of Official Issuing Notice

**CERTIFICATION OF GIVING OF NOTICE**

The undersigned representative of the City of Pryor Creek hereby certifies that on the 8<sup>th</sup> day of June in the year of 2020 a true and correct copy of this notice was mailed by receipted mailing evidencing the date of mailing to each interested party identified below:

(Indicate the names and addresses of each person to whom Notice was mailed)

Check Here if Notice was also posted on the property.

Sheryl Lane  
Signature of Person Certifying to Notice



**UNITED STATES  
POSTAL SERVICE**

**Certificate Of  
Mailing**

To pay fee, affix stamps or  
meter postage here.



UNITED STATES POSTAGE  
  
 PITNEY BOWES  
 02 1P  
**\$001.50<sup>0</sup>**  
 0000686054 JUN 08 2020  
 MAILED FROM ZIP CODE 74361

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
This form may be used for domestic and international mail.

From: City of Pryor Creek  
Community Development  
P.O. Box 1167  
Pryor, Oklahoma 74362

To: MILLER, MATT  
PO BOX 255  
INOLA, OK 74036





Laue, Sheryl <laues@pryorcreek.org>

**25, 29, and 33 Pine**

1 message

**Humphrey, Trent** <humphreyt@pryorcreek.org>

Fri, Jun 26, 2020 at 12:16 PM

To: Dennis Nichols <nicholsd@pryorcreek.org>, Sheryl Laue <laues@pryorcreek.org>

They still need mowed badly .

25 Pine



29 Pine







# CAMPBELL, JULIAN

## 29 S PINE

7/6/2018	MOWING LETTER MAILED AND POSTED	
	SHE HAD SOMEONE MOW IT AND NOTIFIED US	
7/12/2019	MOWING LETTER MAILED AND POSTED	
8/5/2019	PROPERTY WAS MOWED BY LOW BIDDER AND INVOICED	
	WAS NOT PAID	
9/4/2019	LIEN FILED AND POSTED	\$50.00
11/6/2019	PROPERTY WAS MOWED AGAIN BY LOW BIDDER AND INVOICED	
	WAS NOT PAID	
12/19/2019	LIEN FILED AND POSTED	\$125.00
		<b>TOTAL \$175.00</b>
6/8/2020	New letter mailed regarding weeds and mowing	
	EMAILED RECEIVED FROM JULIAN CAMPBELL THAT SHE HAS BEEN TRYING TO FINE	
	A COMPANY TO GET ON A SCHEDULE TO MOW IT. NOTE - SHE LIVES IN ENGLAND AND	
	IS HAVING A HARD TIME FINDING SOMEONE.	
7/7/2020	Hearing for Abatement (stated in letter)	

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GRASS/WEEDS/BUSHES/TREES OR TRASH  
AND  
ORDER COMMANDING ABATEMENT OF CONDITION**

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**NOTICE ISSUED TO THE FOLLOWING PARTIES:**

The **Record Owner(s)** name(s) as set forth in the land records of the **Mayes County Clerk:**

Julian Campbell 6 Homefield Close Orpington St Mary Cray England BR5 2PX (email-ipcampbell2012@gmail.com)

Name(s) and Address(es) of **Record Owner(s)** as shown by current year's tax rolls in office of **County Treasurer:**

Julian Campbell 6 Homefield Close Orpington St Mary Cray England BR5 2PX (email-ipcampbell2012@gmail.com)

Name(s) and Address(es) of **Mortgagees (Mortgage Holders)** as shown by records in the office of the **Mayes County Clerk:**

Julian Campbell 6 Homefield Close Orpington St Mary Cray England BR5 2PX (email-ipcampbell2012@gmail.com)

Name(s) and Address(es) of **lien holders, lease holders and other interested parties** as shown by the records of the **Mayes County Clerk:**

Julian Campbell 6 Homefield Close Orpington St Mary Cray England BR5 2PX (email-ipcampbell2012@gmail.com)

Name(s) and Address(es) of known **parties in possession of premises**, if any:

Julian Campbell 6 Homefield Close Orpington St Mary Cray England BR5 2PX (email-ipcampbell2012@gmail.com)

**THE ABOVE LISTED PARTIES ARE HEREBY FORMALLY NOTIFIED AS FOLLOWS:**

- (1) This Notice is regarding that certain property with a street address of:  
29 S. Pine Pryor Creek Ok, 74361
- (2) The Legal description of the above referenced property of which this notice is concerning is:  
Mayor Roach Addition Blk 3 Lots 10 1058/390
- (3) The explanation/description of the condition on the property constituting a violation of OKLA. STAT. Tit. 11 §22-111 and/or Section 4-5-2 of the City Code for Pryor Creek is as follows:  
High Weeds Code 4-5-2
- (4) **PURSUANT TO THIS NOTICE YOU ARE ORDERED TO PERFORM THE FOLLOWING ACTIONS WITHIN TEN (10) DAYS OF THE DATE THIS NOTICE WAS ISSUED:** (Applicable Orders are Checked)
  - A.  Cut/Mow the vegetation located on the property, (excluding only healthy trees, healthy shrubs, or produce for human consumption grown in a tended and cultivated garden), to place the property in compliance with state and local code provisions referenced in paragraph "3" such that none of the vegetation exceeds 12 inches in height.
  - B.  Remove from the property the weeds consisting of the poison ivy, poison oak, poison sumac, or other weed(s) as set forth in paragraph "3" hereof.
  - C.  Remove from the property the trees, bushes, shrubs, or other vegetation set forth in paragraph "3" hereof which is determined to pose a detriment to the health, benefit and welfare of the public or which constitutes a hazard to traffic or creates a fire hazard.
  - D.  Remove the trash from the property as above identified in paragraph "3".

- (5) **HEARING SET ON VIOLATION/RIGHT TO APPEAR AND CONTEST:** A Public Hearing has been scheduled to occur on the *7<sup>th</sup>* day of *July* in the year of *2020* at the City of Pryor Creek City Council Chambers located on the second floor of the City Hall for said City at the address of 12 N. Rowe Street, Pryor Creek, Oklahoma at the hour of \_\_\_\_\_ o'clock P.M. for the purpose of making a formal determination of the status of the Violation stated herein by the City's Hearing Officer designated by the Pryor Creek City Council to make such administrative orders as are appropriate. You have the right to appear at this Hearing to contest the alleged violation cited in this Notice. YOUR FAILURE TO APPEAR FOR THE HEARING TO CONTEST THE MATTER may result in the Final Determination that the alleged violation constitutes a detriment to the health, benefit, and welfare of the public and the community, or hazard to traffic, or creates a fire hazard to the danger of property, and that the property would be benefited by the removal of the alleged conditions; entry upon the property by the City for purposes of abating the violation; and assessment of all costs associated with the abatement against you and the perfection of a lien for same upon the property.
- (6) **ABATEMENT BY THE CITY COSTS CHARGED TO YOU:** If the ordered cleaning of the property of trash, removal of vegetative items or cutting/mowing of grass/weeds as above ordered is not performed by you within Ten (10) days of the date of this Notice, the alleged violation is confirmed to exist at the Hearing referenced in this Notice and the City performs abatement of the condition, a Notice of Lien will be filed with the Mayes County Clerk against the property for the costs due and owing the City for the cleaning of the property and the costs of Notice to you.
- (7) **FURTHER VIOLATIONS WITHIN 6 MONTHS OF THIS NOTICE/ABATEMENT BY CITY/COSTS CHARGED TO YOU:** Any accumulations of trash or the existence of vegetation upon the property involved in this Notice which are in violation of the referenced state law and City Code provisions referenced in this Notice occurring within Six (6) months from and after the date of this Notice may be summarily abated by the City with no further Notice to you and the costs of such abatement shall be assessed against you and a lien may be imposed on the property to secure the payment of same.
- (8) **OWNER MAY GIVE PERMISSION TO CITY TO ABATE/COSTS CHARGED TO OWNER:** The owner of the property may give written consent to the City authorizing the City to remove trash or remove vegetation, or mow/cut the weeds/grass on the property. If such permission is given to the City the costs of such abatement shall be assessed against the owner and a lien may be imposed on the property to secure the payment of same if the owner fails to pay the City within Thirty (30) days following the performance of the abatement by the City.
- (9) **YOUR RIGHT TO APPEAL THE MATTER/WAIVER OF RIGHT TO APPEAL:** You may appeal the City's determination made by the City's Hearing Officer at the Hearing conducted under this Notice. If you desire to appeal, the appeal must be filed in writing conforming to the requirements of the City's ordinances for Administrative Appeals in Title 1 Chapter 5A of the City Code within Ten (10) days of the date the Hearing Officer's Order is issued at the Hearing referenced above in paragraph "5". Your failure to file an appeal as herein required shall result in the waiver of the right to appeal the Order.

This Notice was issued on the *5<sup>th</sup>* day of *June* in the year of *2020* by the undersigned Building Official or Code Enforcement Officer or Mayor, as applicable.

  
\_\_\_\_\_  
Signature of Official Issuing Notice

**CERTIFICATION OF GIVING OF NOTICE**

The undersigned representative of the City of Pryor Creek hereby certifies that on the 8<sup>th</sup> day of June in the year of 2020 a true and correct copy of this notice was mailed by # emailed receipted mailing evidencing the date of mailing to each interested party identified below:

(Indicate the names and addresses of each person to whom Notice was mailed)

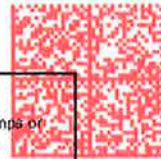
Check Here if Notice was also posted on the property.

Sheryl Lane  
Signature of Person Certifying to Notice



**UNITED STATES  
POSTAL SERVICE**

**Certificate Of  
Mailing**



UNITED STATES POSTAGE  
FITNEY BOWES  
02 1P  
**\$001.50<sup>0</sup>**  
0000686054 JUN 08 2020  
MAILED FROM ZIP CODE 74361

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
This form may be used for domestic and international mail.

To pay fee, affix stamps or  
meter postage here.

**From:** City of Pryor Creek

Community Development

P.O. Box 1167

Pryor, Oklahoma 74362

**To:** Julian Campbell

6 Homefield Close Orpington St

Mary Cray England BRS 2PX,

Postmark Here





33 Pine *29 Pine*



Laue, Sheryl <laues@pryorcreek.org>

**29 Pine Street was posted**

1 message

**Trent Humphrey** <humphreyt@pryorcreek.org>

Tue, Jun 9, 2020 at 2:20 PM

To: laues@pryorcreek.org, nicholsd@pryorcreek.org, humphreyt@pryorcreek.org





# VERNON, MICHAEL & LEANN

## 33 S PINE

4/27/2016	Code complaint filed	
5/2/2016	Dead or Diseased tree letter sent	
5/2/2016	Mowing and weed removal letter sent	
6/1/2016	Code complaint filed	
8/20/2017	Mowing and weed removal letter sent	
7/6/2018	Mowing and weed removal letter sent	
9/19/2018	Property Bid and mowed and invoiced	\$200.00
9/11/2018	Intent to lien was filed but invoice was paid first	(\$200.00)
		Total \$0.00
2/11/2019	Letter sent with permit application for tearing down the house. Included into that property needed to be continually upkept.	
6/13/2019	Mowing and weed removal letter sent	
6/18/2019	Letter was returned - no such number	
6/28/2019	Code Complaint Filed	
7/15/2019	Property bid and mowed and invoiced	\$250.00
7/24/2019	Mailed invoice to different address - was returned - no mail receptacle	
9/14/2019	Lien filed and posted	\$250.00
6/8/2020	New letter sent with tickets issued and included in with letter	
Note:	Tickets were for unsafe building and accumulation of weeds and high grass (missed court date -Court sent Follow up letter for Failed to appear -if no appearance or ticket paid - warrant will be issued 7/15/2020)	
7/7/2020	Hearing for Abatement (stated in letter)	

**NOTICE OF VIOLATION CONCERNING  
GRASS/WEDDS/BUSHES/TREES OR TRASH  
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**NOTICE ISSUED TO THE FOLLOWING PARTIES:**

The **Record Owner(s)** name(s) as set forth in the land records of the **Mayes County Clerk:**

Vernon, Michael Daniel            427 Spring Creek RD Pryor OK 74361

Name(s) and Address(es) of **Record Owner(s)** as shown by current year's tax rolls in office of **County Treasurer:**

Vernon, Michael Daniel            427 Spring Creek RD Pryor OK 74361

Name(s) and Address(es) of **Mortgagees (Mortgage Holders)** as shown by records in the office of the **Mayes County Clerk:**

Vernon, Michael Daniel            427 Spring Creek RD Pryor OK 74361

Name(s) and Address(es) of **lien holders, lease holders and other interested parties** as shown by the records of the **Mayes County Clerk:**

Vernon, Michael Daniel            none

Name(s) and Address(es) of known **parties in possession of premises**, if any:

Vernon, Michael Daniel

**THE ABOVE LISTED PARTIES ARE HEREBY FORMALLY NOTIFIED AS FOLLOWS:**

- (1) This Notice is regarding that certain property with a street address of:  
33 South Pine in the city limits of Pryor Creek
- (2) The Legal description of the above referenced property of which this notice is concerning is:  
Mayor Roach Addition 1143/925 BLK 3 Lot 9
- (3) The explanation/description of the condition on the property constituting a violation of OKLA. STAT. Tit. 11 §22-111 and/or Section 4-5-2 of the City Code for Pryor Creek is as follows:  
yes
- (4) **PURSUANT TO THIS NOTICE YOU ARE ORDERED TO PERFORM THE FOLLOWING ACTIONS WITHIN TEN (10) DAYS OF THE DATE THIS NOTICE WAS ISSUED:** (Applicable Orders are Checked)
  - A.  Cut/Mow the vegetation located on the property, (excluding only healthy trees, healthy shrubs, or produce for human consumption grown in a tended and cultivated garden), to place the property in compliance with state and local code provisions referenced in paragraph "3" such that none of the vegetation exceeds 12 inches in height.
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- (7) **FURTHER VIOLATIONS WITHIN 6 MONTHS OF THIS NOTICE/ABATEMENT BY CITY/COSTS CHARGED TO YOU:** Any accumulations of trash or the existence of vegetation upon the property involved in this Notice which are in violation of the referenced state law and City Code provisions referenced in this Notice occurring within Six (6) months from and after the date of this Notice may be summarily abated by the City with no further Notice to you and the costs of such abatement shall be assessed against you and a lien may be imposed on the property to secure the payment of same.
- (8) **OWNER MAY GIVE PERMISSION TO CITY TO ABATE/COSTS CHARGED TO OWNER:** The owner of the property may give written consent to the City authorizing the City to remove trash or remove vegetation, or mow/cut the weeds/grass on the property. If such permission is given to the City the costs of such abatement shall be assessed against the owner and a lien may be imposed on the property to secure the payment of same if the owner fails to pay the City within Thirty (30) days following the performance of the abatement by the City.
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This Notice was issued on the 8<sup>th</sup> day of June in the year of 2020 by the undersigned Building Official or Code Enforcement Officer or Mayor, as applicable.

  
\_\_\_\_\_  
Signature of Official Issuing Notice

**CERTIFICATION OF GIVING OF NOTICE**

The undersigned representative of the City of Pryor Creek hereby certifies that on the 8<sup>th</sup> day of June in the year of 2020 a true and correct copy of this notice was mailed by receipted mailing evidencing the date of mailing to each interested party identified below:

(Indicate the names and addresses of each person to whom Notice was mailed)

Check Here if Notice was also posted on the property.

Sheep Lane  
Signature of Person Certifying to Notice



**UNITED STATES  
POSTAL SERVICE**

**Certificate Of  
Mailing**

To pay fee, affix stamps or  
meter postage here.



UNITED STATES POSTAGE  
PITNEY BOWES  
02 1P  
**\$001.50<sup>0</sup>**  
0000686054 JUN 08 2020  
MAILED FROM ZIP CODE 74361

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
This form may be used for domestic and international mail.

**From:** City of Pryor Creek

Community Development

P.O. Box 1167

Pryor, Oklahoma 74362

**To:** MICHAEL D & LEANN VERNON

427 Spring Creek

PRYOR, OK 74361

Postmark Here



PS Form **3817**, April 2007 PSN 7530-02-000-9065





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null

**MINUTES  
CITY COUNCIL MEETING  
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING  
CITY OF PRYOR CREEK, OKLAHOMA  
TUESDAY, JUNE 16<sup>TH</sup>, 2020 AT 6:00 P.M.**

The City Council of the City of Pryor Creek, Oklahoma met in regular session on the above date and time in the Council Chamber upstairs at City Hall, 12 North Rowe Street in Pryor Creek, Oklahoma. This meeting was followed immediately by a meeting of the Pryor Public Works Authority. Notice of these meetings was posted on the East bulletin board located outside to the South of the entrance doors and the City website at [www.pryorcreek.org](http://www.pryorcreek.org). Notice was also e-mailed to The Paper newspaper and e-mailed to the Council members.

**1. CALL TO ORDER, PRAYER, PLEDGE OF ALLEGIANCE, ROLL CALL.**

Mayor Lees called the meeting to order at 6:00 p.m. The Prayer and Pledge of Allegiance were led by Larry Lees. Roll Call was conducted by City Clerk Eva Smith. Council members present included: Jon Ketcher, Choya Shropshire, Dennis Nance, Briana Brakefield, Jimmy Tramel and Yolanda Thompson. Members absent: Steve Smith and Randy Chitwood.

Department Heads and other City Officials present: City Attorney Kim Ritchie, Police Chief Dennis Nichols, Assistant Police Chief James Willyard, Fire Chief BK Young, Emergency Management Director Johnny Janzen and Library Director Cari Rerat.

Others present: Police Captain Kevin Tramel, City Engineer Steve Powell, John Hawkins, OMAG representatives Bill Tackett and David Weatherford, and Kemmie Shropshire.

**2. PETITIONS FROM THE AUDIENCE. (LIMITED TO 5 MINUTES.)**

There were no petitions.

**3. DEPARTMENT HEAD REPORTS IF NEEDED.**

**a. Building Inspector**

No report.

**b. Emergency Management**

Janzen reported that COVID-19 numbers are up. They are just waiting on the final check from FEMA regarding last year's floods.

**c. Fire**

Young reported that they are currently doing hydrant testing.

**d. Golf**

No report.

**e. Library**

Rerat handed out a statistics sheet.

**f. Parks / Cemetery**

No report

**g. Police**

No report.

**h. Recreation Center**

No report.

**i. Street**

No report.

**4. CITY ATTORNEY'S REPORT:**

**a. Public Hearing on Alleged Public Nuisance:**

**Weeds and Trash. Property owned by English Dustin Harris, Mayor Roach Addition, BLK 7,  
LOT 5 (54 Pine Street)**

Motion was made by Shropshire, second by Nance to enter Public Hearing. Voting yes: Ketcher, Shropshire, Nance, Brakefield, Tramel, Thompson. Voting no: none.



Motion was made by Brakefield, second by Thompson to exit Public Hearing. Voting yes: Shropshire, Nance, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

**b. Discussion and possible action on information from Public Hearing on Alleged Public Nuisance: Weeds and Trash. Property owned by English Dustin Harris, Mayor Roach Addition, BLK 7, LOT 5 (54 Pine Street)**

Motion was made by Shropshire, second by Brakefield to approve seeking bids for abatement of property owned by English Dustin Harris, Mayor Roach Addition, BLK 7, LOT 5 (54 Pine Street). Voting yes: Nance, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Voting no: none.

**5. DISCUSS, POSSIBLY ACT ON CONSENT AGENDA.**

(Items deemed non-controversial and routine in nature to be approved by one motion without discussion. Any Council member wishing to discuss an item may request it be removed and placed on the regular agenda.)

- a. Approve minutes of the June 2<sup>nd</sup>, 2020 Council meeting.
- b. Approve payroll purchase orders through June 26<sup>th</sup>, 2020.
- c. Approve claims for purchase orders through June 16<sup>th</sup>, 2020.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	1920192601 - 9110075B	194,644.19
FEE IN LIEU	1920192588 - 1920192589	7,237.94
STREET & DRAINAGE	911158B - 1920192509	13,424.59
CAPITAL OUTLAY	1920192556 - 1920192561	30,707.03
REAL PROPERTY ACQUIS.	1920192568 - 1920192581	1,299.00
HOTEL MOTEL TAX	1920192567 - 1920191477	3,850.00
RECREATION CENTER	1920192493 - 1920192559	8,463.40
E-911	1920192537	347.76
DONATIONS CASH FUND	1920192544 - 911160B	3,427.62
<b>TOTAL</b>		<b>263,401.53</b>
<b>NO BLANKETS</b>		

- d. Acknowledge receipt of deficient purchase orders.  
*There were no deficient purchase orders.*
- e. Approve May Appropriation Requests.
- f. Discussion and possible action regarding an expenditure of \$68,879.00 for the Municipal Property Protection Plan from Oklahoma Municipal Assurance Group effective 07/01/2020 with an expiration date of 07/01/2021. This will be paid in quarterly installments of \$17,219.75.
- g. Discussion and possible action regarding an expenditure of \$54,101.00 for the Municipal Liability Protection Plan from Oklahoma Municipal Assurance Group effective 07/01/2020 with an expiration date of 07/01/2021. This will be paid in quarterly installments of \$13,525.25 with a one-time transfer of \$310.00 making the first installment \$13,215.25.
- h. Approve year-end budget transfers recommended by Certified Public Accountants Kolker and Kolker as needed for fiscal year 2019-2020.
- i. Discussion and possible action regarding adoption of the May 2020 updated draft of the City of Pryor Creek Personnel Policy and Procedure Manual.
- j. Discussion and possible action regarding adoption of the City of Pryor Creek Alcohol & Controlled Substance Policy Manual.
- k. Discussion and possible action regarding adoption of the City of Pryor Creek Family and Medical Leave Policy Manual.
- l. Discussion and possible action regarding adoption of the City of Pryor Creek Harassment Policy Manual.
- m. Discussion and possible action regarding adoption of the City of Pryor Creek Information Systems Policy Manual.
- n. Discussion and possible action regarding adoption of the City of Pryor Creek Contractor Policy Manual.
- o. Discussion and possible action regarding adoption of the City of Pryor Creek Facilities Policy Manual.
- p. Discussion and possible action regarding contract renewal with Retail Attractions for Fiscal Year 2020-2021 in the amount of \$4,000.00 per month for twelve (12) months from General Outside Services Account #02-201-5075.
- q. Discussion and possible action regarding agreement with Pryor Main Street for the 2020-2021 fiscal year.
- r. Discussion and possible action to approve Hotel / Motel Tax Grant Expense Report for the Lake Area Softball Association in the amount of \$1,350.00 from Hotel / Motel Account #75-755-5096.

- s. Discussion and possible action to approve Hotel / Motel Tax Grant Expense Report for the Pryor Area Chamber of Commerce 2019 Christmas Parade of Lights in the amount of \$2,500.00 from Hotel / Motel Account #75-755-5108.
- t. Discussion and possible action regarding Memorandum of Agreement between Pryor Creek and City Attorney for the 2020-2021 fiscal year.
- u. Discussion and possible action regarding awarding contract for Schedule 1-Option 2, Schedule 2 and Schedule 3 of the Dog Pound Road and SW 9<sup>th</sup> St. Box and Pavement Project PRY20-01, to American Native Ventures, LLC from Street Asphalt Overlay Account #14-145-5410 and amending the amount from \$645,258.77 to \$422,974.10. FEMA will award \$99,828.48 as reimbursement, bringing the total project cost to \$323,145.67. When auditing a very complicated tabulation sheet an error was discovered, thus the change in the amount.
- v. Discussion and possible action regarding Street Department purchase of a grading bucket in the amount of \$2,754.00 from Caterpillar on their State Contract from Street Capital Outlay Account #14-145-5411.
- w. Discussion and possible action regarding an expenditure in the amount of \$3,492.00 to Endex, Inc. of Tulsa for replacement of fire panel at the Pryor Creek Recreation Center from Recreation Repair and Maintenance Account #84-845-5091.
- x. Discussion and possible action regarding an expenditure in the amount of \$2,490.00 to Hollon Fire Protection LLC for sprinkler system repair at the Pryor Creek Recreation Center from Recreation Repair and Maintenance Account #84-845-5091.
- y. Discussion and possible action regarding an expenditure in the amount of \$19,000.00 to Roberts Auto Center for the reimbursement of the value of the 2017 Toyota Rav 4 (VIN#2T3YFREV4HW318124) that was traded in on March 19<sup>th</sup>, 2020, upon the purchase of a 2020 Chevy Traverse by the Pryor Creek Police Department from Police Equipment Capital Outlay Account #44-445-5424.
- z. Discussion and possible action regarding expenditure in the amount of \$39,583.92 to Muskogee Communications for upgrade of the 800mhz radio system at the Pryor Creek Police Department: \$20,180.92 for the repeater, \$14,403.00 for the antenna system, and an additional \$5,000.00 for power equipment from Police Repair and Maintenance Account #02-215-5091, based on state contract pricing.
- aa. Discussion and possible action regarding reappointment of Dr. Arthur L. Sixkiller to Seat #3 of the Municipal Utility Board, term expiring June 30<sup>th</sup>, 2025.
- bb. Discussion and possible action regarding appointment of Scott Craft to the Seat #1 of the Hotel / Motel Tax Allocation Board, term ending April 30<sup>th</sup>, 2022.
- cc. Discussion and possible action regarding an expenditure in the amount of \$6,546.00 to iSolved HCM for the annual contract for TimeForce II, from General Software Account #02-201-5260.

Motion was made by Nance, second by Shropshire to approve items a – cc, less items a, f, g, p, t, u and y.  
 Voting yes: Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance. Voting no: none.

**a. Approve minutes of the June 2<sup>nd</sup>, 2020 Council meeting.**

Motion was made by Nance, second by Shropshire to approve minutes of the June 2<sup>nd</sup>, 2020 Council meeting.  
 Voting yes: Tramel, Thompson, Shropshire, Nance, Brakefield. Abstaining, counting as a no vote: Ketcher.  
 Voting no: none.

**f. Discussion and possible action regarding an expenditure of \$68,879.00 for the Municipal Property Protection Plan from Oklahoma Municipal Assurance Group effective 07/01/2020 with an expiration date of 07/01/2021. This will be paid in quarterly installments of \$17,219.75.**

Motion was made by Thompson, second by Brakefield to approve an expenditure of \$68,879.00 for the Municipal Property Protection Plan from Oklahoma Municipal Assurance Group effective 07/01/2020 with an expiration date of 07/01/2021. This will be paid in quarterly installments of \$17,219.75. Voting yes: Thompson, Ketcher, Shropshire, Nance, Brakefield. Voting no: Tramel.

**g. Discussion and possible action regarding an expenditure of \$54,101.00 for the Municipal Liability Protection Plan from Oklahoma Municipal Assurance Group effective 07/01/2020 with an expiration date of 07/01/2021. This will be paid in quarterly installments of \$13,525.25 with a one-time transfer of \$310.00 making the first installment \$13,215.25.**

Motion was made by Shropshire, second by Nance to approve an expenditure of \$54,101.00 for the Municipal Liability Protection Plan from Oklahoma Municipal Assurance Group effective 07/01/2020 with an expiration date of 07/01/2021. This will be paid in quarterly installments of \$13,525.25 with a one-time transfer of \$310.00 making the first installment \$13,215.25. Voting yes: Ketcher, Shropshire, Nance, Brakefield, Thompson. Voting no: Tramel.

**p. Discussion and possible action regarding contract renewal with Retail Attractions for Fiscal Year 2020-2021 in the amount of \$4,000.00 per month for twelve (12) months from General Outside Services Account #02-201-5075.**

Motion was made by Thompson, second by Nance to approve contract renewal with Retail Attractions for Fiscal Year 2020-2021 in the amount of \$4,000.00 per month for twelve (12) months from General Outside Services Account #02-201-5075.

Motion was made by Tramel to table this item until Mr. Hayes could be present for questions. Tramel then reserved his motion for discussion. Motion was then made by Tramel, second by Thompson to table contract renewal with Retail Attractions for Fiscal Year 2020-2021 in the amount of \$4,000.00 per month for twelve (12) months from General Outside Services Account #02-201-5075 until next Council meeting, if Mr. Hayes will be available. Voting yes: Shropshire, Nance, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

**t. Discussion and possible action regarding Memorandum of Agreement between Pryor Creek and City Attorney for the 2020-2021 fiscal year.**

Motion was made by Shropshire, second by Nance to approve Memorandum of Agreement between Pryor Creek and City Attorney for the 2020-2021 fiscal year. Voting yes Nance, Tramel, Thompson, Ketcher, Shropshire. Abstaining, counting as a no vote: Brakefield. Voting no: none.

**u. Discussion and possible action regarding awarding contract for Schedule 1-Option 2, Schedule 2 and Schedule 3 of the Dog Pound Road and SW 9<sup>th</sup> St. Box and Pavement Project PRY20-01, to American Native Ventures, LLC from Street Asphalt Overlay Account #14-145-5410 and amending the amount from \$645,258.77 to \$422,974.10. FEMA will award \$99,828.48 as reimbursement, bringing the total project cost to \$323,145.67. When auditing a very complicated tabulation sheet an error was discovered, thus the change in the amount.**

Motion was made by Brakefield, second by Thompson to approve awarding contract for Schedule 1-Option 2, Schedule 2 and Schedule 3 of the Dog Pound Road and SW 9<sup>th</sup> St. Box and Pavement Project PRY20-01, to American Native Ventures, LLC from Street Asphalt Overlay Account #14-145-5410 and amending the amount from \$645,258.77 to \$422,974.10. FEMA will award \$99,828.48 as reimbursement, bringing the total project cost to \$323,145.67. When auditing a very complicated tabulation sheet an error was discovered, thus the change in the amount. Voting yes: Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance. Voting no: none.

**y. Discussion and possible action regarding an expenditure in the amount of \$19,000.00 to Roberts Auto Center for the reimbursement of the value of the 2017 Toyota Rav 4 (VIN#2T3YFREV4 HW318124) that was traded in on March 19<sup>th</sup>, 2020, upon the purchase of a 2020 Chevy Traverse by the Pryor Creek Police Department from Police Equipment Capital Outlay Account #44-445-5424.**

Motion was made by Brakefield, second by Shropshire to approve an expenditure in the amount of \$19,000.00 to Roberts Auto Center for the reimbursement of the value of the 2017 Toyota Rav 4 (VIN#2T3YFREV4 HW318124) that was traded in on March 19<sup>th</sup>, 2020, upon the purchase of a 2020 Chevy Traverse by the Pryor Creek Police Department from Police Equipment Capital Outlay Account #44-445-5424. Voting yes: Tramel, Thompson, Ketcher, Shropshire, Nance, Brakefield. Voting no: none.

**6. MAYOR'S REPORT:**

**a. Participation by the Mayor and City Council in the OMAG Recognition Program by Oklahoma Municipal Assurance Group Risk Management Services Director Bill Tackett.**

No action. Presentation by OMAG Risk Management Services Director Bill Tackett regarding their Recognition Program.

**7. COMMITTEE REPORTS:**

**a. Budget and Personnel (Brakefield)**

No report.

**b. Ordinance and Insurance (Shropshire)**

No report.

**c. Street (Smith)**

No report.

**8. UNFORESEEABLE BUSINESS.**

(ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)

There was no unforeseeable business.

**9. ADJOURN.**

Motion was made by Ketcher, second by Shropshire to adjourn. Voting yes: Thompson, Ketcher, Shropshire, Nance, Brakefield, Tramel. Voting no: none.

**PRYOR PUBLIC WORKS AUTHORITY**

**1. CALL TO ORDER.**

Meeting was called to order at 7:40 p.m.

**2. APPROVE MINUTES OF JUNE 2<sup>ND</sup>, 2020 MEETING.**

Motion was made by Brakefield, second by Nance to approve minutes of June 2<sup>nd</sup>, 2020 meeting. Voting yes: Shropshire, Nance, Brakefield, Tramel, Thompson. Abstaining, counting as a no vote: Ketcher. Voting no: none.

**3. UNFORESEEABLE BUSINESS.**

(ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)

There was no unforeseeable business.

**4. ADJOURN.**

Motion was made by Ketcher, second by Nance to adjourn. Voting yes: Shropshire, Nance, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

MINUTES APPROVED BY MAYOR / P.P.W.A. CHAIRMAN LARRY LEES

\_\_\_\_\_

MINUTES WRITTEN BY CITY CLERK / P.P.W.A. SECRETARY EVA SMITH

\_\_\_\_\_

**CONTRACT AGREEMENT  
FOR  
ECONOMIC DEVELOPMENT CONSULTING SERVICES**

**PART I. PARTIES**

THIS AGREEMENT is made on the 1st day of July, in the year 2020, between the CITY OF PRYOR CREEK, OKLAHOMA hereinafter called the CITY, and RETAIL ATTRACTIONS, LLC, hereinafter called the CONSULTANT for professional consulting services as more fully described herein in an effort to attract appropriate retail, residential, office, and other ancillary mixed use development to CITY, subject to the terms and conditions specified in this Agreement.

**PART II. TERM OF AGREEMENT**

By the terms of this agreement the CITY contracts with CONSULTANT for professional economic development consulting services for a term of TWELVE (12) commencing JULY 1, 2020 and concluding JUNE 30, 2021. This agreement shall be for a term of one (1) year as hereinabove stated and shall be deemed automatically renewed for successive one (1) year periods for the succeeding fiscal year at the end of each fiscal year unless terminated as provided for in Part VII. City and Consultant acknowledge the state law limitation imposed upon the City which prohibits the City from entering into contracts which commit to the expenditure of funds beyond the term of the City's current fiscal year (July 1 – June 30). CITY or CONSULTANT may terminate or modify this Agreement as described in Part VII, Paragraph 1.

**PART III. SCOPE OF SERVICES**

CONSULTANT shall provide the following services:

1. Consultant will research, purchase, analyze, and collate a thorough and detailed market study that will prove up and validate retail and other development potential in the city and trade area. These reports will provide detailed demographic information, housing and residential data, income data and potential, ethnicity, age, and educational data, projected growth, and retail leakage and sales, as well as retail voids in the market area. Reports will contain the very latest data available and are pulled from the same data sources that national retail and restaurant development professionals currently access. The market reports include city limits; five (5), ten (10) and fifteen (15) mile radius reports. In addition to the radius data, drive times in increments of ten (10), fifteen (15), and thirty (30) minutes will also be included. A twenty (20) mile radius or a custom trade area report will also be included depending on your market geography, consumer access into the market, and other factors. The decision to provide the custom trade area or twenty mile radius will be determined after initial findings are evaluated. These detailed market reports will

provide insight into the development potential for retail, office, medical and health services, hospitality, and residential (single family and multi-family) growth potential. These reports will be updated with every new release of data from our data suppliers though the duration of the contract. [Data is usually released two to three times a year]. CONSULTANT will provide all data to city personnel as designated in this agreement. Data and market reports will be stored on our servers and will be available via the internet. City will own the data.

2. CONSULTANT will prepare a summary for Consultant's use to highlight the key demographics and attributes of the trade area. This marketing material will include a map of the trade area, and a condensed summary of market data and will be used to introduce the City's community to Consultant's extensive network of commercial and residential developers and retail, restaurant, hotel, and corporate tenants.
3. CONSULTANT will bring broad-based experience and knowledge of incentives and their practical applications to craft development agreements that will profit both the private and public sectors and truly encourage new investment. CONSULTANT will work with city staff to develop incentive packages that are advantageous to the City and the prospective businesses with priority given to needs of the local municipality. City administrators and elected officials should be prepared to deal with incentive requests from developers and retail and restaurant tenants in this very competitive economy.
4. CONSULTANT will work with city staff members, city officials and other agents of the City as designated by the City to identify recruitment targets that will meet the long term needs of the city and will be targeted in response to the leakage gaps identified. Also, Consultant's initial strategy will be to identify and target retail and restaurant entities that will draw consumers from outside the market area into city trade area. In addition to targeted retail and restaurant tenants, CONSULTANT will also work toward hotel/motel and other hospitality uses, mixed uses including medical, professional office, warehouse, and residential development as well as industrial and manufacturing deals through our ongoing relationship and work with the Oklahoma Department of Commerce.
5. CONSULTANT will actively recruit targets identified and approved by City and supported by data. Recruitment efforts will be through personal contact, mail, email, International Council of Shopping Centers ("ICSC") events, other retail and development conferences and development/industry contacts continually throughout the term of this contract.

6. CONSULTANT will work directly with our extensive network of developers to create interest in the market, define development opportunities and coordinate/attend meetings with City and private sector investors. When timing indicates a deal with a target is imminent or when a target's response indicates the need to intensify our efforts, CONSULTANT will be available to mediate, schedule site tours and meetings and work to close the deal.
7. CONSULTANT will represent the city at the International Council of Shopping Centers conference in Texas and the International Council of Shopping Centers RECon conference in Las Vegas in May, and other ICSC and Retail Live! Conferences and other economic development conferences as they occur.
8. CONSULTANT will provide monthly updates to City's designated contact. As deemed necessary and requested by the Mayor or Manager of the Municipal Utility Department of the City, Consultant will be present for public and private meetings in the City to provide status updates on the performance of services under this agreement, specialized training, meet with civic clubs, and meet with city staff and elected officials and other appropriate citizen groups, as CONSULTANT'S schedule allows. CONSULTANT will make every effort possible to meet City's scheduling.
9. CONSULTANT will bid any specialized marketing materials (printed or video) for local development sites, web updates, retail specific web sites, traffic counts, aerial photography, and grant research and writing under separate bids. The commitment of the City for the purchase of any such materials shall be in advance of the order or purchase of said materials in order to bind the City to the payment of the purchase. City's authorization for purchase shall be in written form, signed by the Mayor and City Clerk, evidencing its advance approval for purchase.
10. Standard marketing materials to be developed and supplied by the Consultant as a standard component of this agreement at no additional charge apart from the compensation stated in this agreement are as follows:

Deliverables include market reports for the following geographies: City Limits; Five (5), Ten (10), Fifteen (15) Mile Radius reports, Twenty (20) Mile Radius report; Ten (10) Fifteen (15) and Thirty Minute (30) Drive Time Reports. Void Analysis on each geography, Opportunity Gap (Leakage Report) on each geography. Consultant shall be provided by the City with a complete copy of the City's current Comprehensive Plan. Consultant shall endeavor in its economic

development efforts to market the City in harmony with the objectives of the City's Comprehensive Plan.

11. Consultant and City acknowledge that the marketing and recruitment efforts of the Consultant and City with potential businesses interests often times involves various degrees of protection of sensitive information as confidential information. Additionally, Consultant and City acknowledge the necessity of stream lined and well defined lines of communication as being important to orderly and effective planning and the execution of planning in economic development activities. In the interest of the protection of sensitive information and for the effective use of time and coordination of efforts communications from the City to the Consultant and from the Consultant to the City shall be limited. Communications with the Consultant by the City shall be limited to communications directed through the Mayor or the Manager of the Municipal Utility Department. Communications from the Consultant to the City shall be directed to the Mayor or the Manager of the Municipal Utility Department. When appropriate and reasonably necessary the Mayor or the Manager of the Municipal Utility Department may authorize communications between the Consultant and other designated City officials or staff.

**Amendments to the above Scope of Services may be made as necessary, provided that such Amendments are agreed to in writing by both parties.**

**PART IV. CONSULTANT'S FEES**

**1. CITY shall pay CONSULTANT for the Scope of Services described in Part III as follows:**

Commencing on July 1, 2020

Retainer ( paid monthly ) on the first day of the month for length of contract	\$4000.00 per month	48,000 total for 12 month initial term of contract (July 1 – June 30)
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CITY pays all travel and expenses, (travel and expenses shall be approved by CITY prior to Consultant incurring expenses for same. Expenses may include but not necessarily be limited to air fare, lodging, and meals)

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CITY shall pay CONSULTANT, a monthly retainer in the amount of FOUR THOUSAND DOLLARS (\$4000.00) due on the First day of the month of contracted scope of work.

### **PART V. CITY'S RESPONSIBILITIES**

**CITY shall:**

1. Assist CONSULTANT by placing at his disposal all available pertinent information, including previous reports and any other data as required for performance of CONSULTANT'S Scope of Services. Retail Attractions, LLC will execute a confidentiality agreement with CITY. CITY will provide Retail Attractions, LLC monitored access to sales revenue data to analyze, but any release of sales revenue information must have CITY approval.
2. Represent that CONSULTANT shall be entitled to rely on the accuracy and completeness of any documents or other materials provided by CITY to CONSULTANT; and that CONSULTANT's use of such documents and materials will not infringe upon any third parties' rights.
3. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.
4. Designate one or more representatives authorized to act on the CITY'S behalf with respect to the Agreement. CITY or such authorized representative(s) shall examine the documents submitted by the CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT'S services except for those decisions or actions that must go before the CITY'S Board of Commissioner's for approval.
5. In the event that CITY needs CONSULTANT to travel to other locations to attend special meetings (outside of or in addition to the proposed scope of work in this proposal, CITY will pay all related travel and expenses for CONSULTANT). Travel pay must be approved by CITY in writing.

## **PART VI. NOTICES**

Reports and notices shall be made by CONSULTANT to CITY'S representative:

Mayor Larry Lees  
City of Pryor Creek  
12 North Rowe St.  
Pryor Creek, OK 74362

Reports and notices shall be made by CITY to CONSULTANT or to CONSULTANT'S representative:

Mr. Rickey Hayes  
CEO  
Retail Attractions, LLC  
12150 East 96<sup>th</sup> Street, Suite 107  
Owasso, OK 74055

## **PART VII. MISCELLANEOUS PROVISIONS**

1. Termination, modification and Suspension. This Agreement may be terminated by either party for convenience or for cause upon sixty (60) days prior, written notice to terminate the Agreement.

CITY shall pay CONSULTANT for all the Services performed up to the date of termination.

The provisions of this agreement may be amended by mutual written agreement of the parties without terminating or otherwise affecting this Agreement as a whole.

2. Ownership of Documents. Original documents developed in connection with services performed hereunder belong to, and remain the property of CITY. CONSULTANT shall store the originals and may retain reproducible copies of such documents.

All documents, including computer software prepared by CONSULTANT pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by CITY or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT. CITY shall hold harmless CONSULTANT and its sub-consultants, if any, against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse.

### 3. Successors and Assigns

CITY and CONSULTANT each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement.

Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and sub-contractors as he may deem appropriate to assist him in the performance of services hereunder.

4. Relation of Parties. The parties to this Agreement shall not constitute nor create an employer/employee relationship. CONSULTANT is an independent contractor responsible for all obligations relating to federal income tax, self-employment Medicare and FICA taxes and contributions and all other employer taxes and contributions.
5. Controlling Law. This agreement is to be governed by the Law of the State of Oklahoma. Venue shall be in Mayes County, Oklahoma.
6. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to, court costs, deposition fees, expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.
7. Approval Not Waiver. Approval by CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, CONSULTANT'S employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work, nor shall that approval be deemed to be an assumption of that responsibility by the CITY for any defect in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, CONSULTANT'S employees, subcontractors, agents and consultants.

8. Compliance with Applicable Law. CONSULTANT, CONSULTANT'S consultants, agents, employees, and subcontractors shall comply with all applicable federal and state laws, the charter and ordinances of the CITY, and with all applicable rules and regulations promulgated by all local, state and national boards, bureaus, and agencies. CONSULTANT shall further obtain all permits and licenses required in the preparation of the work contracted for in any Amendments to this Agreement.
  
9. The scope of work outlined in this agreement shall in no way prohibit CONSULTANT from working with any other clients, or being compensated by other clients for work done while this agreement is in force in or out of the CITY.
  
10. This agreement shall require approval of the Mayor and City Council to be effective and obligatory upon the City. Termination of the agreement pursuant to the terms hereof by the City prior to the expiration of the term of the agreement shall be effective following City Council action taken to terminate same.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**CITY:**  
**CITY OF PRYOR CREEK, OK**

**CONSULTANT:**  
**RETAIL ATTRACTIONS, LLC**

By: \_\_\_\_\_  
 Larry Lees, Mayor

By: \_\_\_\_\_  
 Rickey Hayes, CEO

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

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

Approved as to form and legality:

\_\_\_\_\_  
 K. Ellis Ritchie, City Attorney

Approved by the City Council in open session on the \_\_\_\_ day of \_\_\_\_\_, 2020.

Attest: \_\_\_\_\_  
 Eva Smith, City Clerk

(City Seal)



July 6, 2020

City of Pryor Creek  
12 North Rowe Street  
Pryor, OK 74362

RE: REC. CENTER POOL IMPROVEMENTS

Dear Mayor and Council,

The above referenced project bid was received and opened on June 29, 2020 at 2:00 pm in the council chambers of City Hall. There was only one bidder on the project. (See the attached Bid Tabulation for a detailed breakdown of the bid). After review of the bid it was determined Paddock Enterprises, Inc. of Oklahoma City, OK., was the lowest responsive bidder with a bid of \$74,297.00 for all work.

The bid is complete and accurately computed. The City using only local funds, can and is appropriate waive the single bid issue and move to enter into agreement with Paddock Enterprises, Inc. for a total bid of \$74,297.00

If you have any questions concerning this project, please do not hesitate to contact us at (918) 664-5500.

Respectfully submitted,

Steve Powell, P.E.  
Project Manager  
Project # PRY 19-01

**BID PROPOSAL**

Proposal of Paddock Enterprises, INC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Oklahoma doing business as Paddock Enterprises, INC. \*. To the City of Pryor Creek, Oklahoma(hereinafter called "OWNER") in compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Recreation Center Indoor Swimming Pool Repairs and Improvements in strict accordance with the principals of good construction, local and national building codes and per the descriptions and exhibits provided by the Engineer. Work must be within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within ten (10) days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 45 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

No BIDDER may withdraw a BID within 60 days after the actual opening thereof. Each BID must be accompanied by a BID BOND payable to OWNER for 5% of the amount bid.


BIDDER acknowledges receipt of the following ADDENDUM: \_\_\_\_\_

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum given in the Bid Schedule.

*See notes page 3*

\*Insert "a corporation", "a partnership", or "an individual" as applicable.

Respectfully submitted,

  
Signature

Paddock Enterprises, Inc  
Firm Name

President  
Title

73-0616721  
Employer I.D. No.

4201 N. Meridian Ave, OKC, OK 73112  
Address

P.O. Box 12693, OKC, OK 73157  
Address

(SEAL) - If BID is by a corporation.

405-789-4210  
Telephone No.

405-789-4216  
Fax Number

ATTEST:

  
Secretary/Witness

6.24.2020  
Date

We will remove existing frog slide, expose underground piping, confirm sizes.

Piping changes will occur under zero-entry area and not in area outside of pool on deck area. Piping and valve box will occur in area where existing frog slide is removed.

Work schedule will be coordinated with the City. Currently the features are estimated at 8 weeks from order date, not guaranteed. Because of order times work cannot be accomplished in 45 days.

## BID SCHEDULE

NOTE: BIDS SHALL NOT INCLUDE SALES TAX.

OWNER is exempt from Oklahoma State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

Item	Description	Qty./Unit	Total Price
1.	REMOVE EXISTING WATER FEATURE, AND SUPPORT STRUCTURE <i>Three thousand one hundred forty three</i> Dollars & <i>0</i> Cents	LS	\$ 3,143.00
2.	REMOVE EXISTING TILE <i>Five thousand one hundred twenty four</i> Dollars & <i>0</i> Cents	LS	\$ 5,124.00
3.	REMOVE CONCRETE SUB-DECKING FOR NEW PIPING TO NEW FEATURES, APPROXIMATELY 40' x 10' AREA <i>Five thousand one hundred twenty</i> Dollars & <i>0</i> Cents	LS	\$ 5,120.00
4.	CONNECT WATER SUPPLY PIPING AND EXTEND TO NEW FEATURES, <i>concrete</i> <i>Subbase water stop</i> <i>Five thousand seven hundred thirty five</i> Dollars & <i>0</i> Cents	LS	\$ 5,735.00
5.	INSTALL VALVE BOX AND FEATURE SUPPORT FOR (2) NEW WATER FEATURES <i>four thousand seven hundred seventy nine</i> Dollars & <i>0</i> Cents	LS	\$ 4,779.00
6.	PROVIDE AND INSTALL WATER FEATURE "VORTEX LUNA NO. 1", IN PLACE <i>Sixteen thousand eight hundred forty five</i> Dollars & <i>0</i> Cents	LS	\$ 16,845.00
7.	PROVIDE AND INSTALL WATER FEATURE "VORTEX BAMBOO RAIN", IN PLACE <i>Ten thousand three hundred sixty eight</i> Dollars & <i>0</i> Cents	LS	\$ 10,368.00
8.	PROVIDE AND INSTALL FROM DEALER STANDARD STOCK, MOSAIC TILE IN ALL AREAS DISTURBED, APPROX. 40' X 10' <i>Sixteen thousand eight hundred seventy</i> Dollars & <i>0</i> Cents	LS	\$ 16,870.00
9.	MOBILIZATION, DISPOSAL, ANCILLARY ANCHORS, FITTINGS, AND CLEAN UP <i>Six thousand three hundred thirteen</i> Dollars & <i>0</i> Cents	LS	\$ 6,313.00
TOTAL AMOUNT BID: <i>Seventy four thousand three hundred ninety seven</i> Dollars & <i>0</i> Cents			\$ 74,297.00



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES  
WORK ORDER EDITION**

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by

**ACEC**

AMERICAN COUNCIL OF ENGINEERING COMPANIES



**National Society of  
Professional Engineers**  
*Professional Engineers in Private Practice*

**ASCE** *American Society  
of Civil Engineers*



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

---

AMERICAN COUNCIL OF ENGINEERING COMPANIES

---

AMERICAN SOCIETY OF CIVIL ENGINEERS

---

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

EJCDC No. E-505 (2004 Edition)

City of Pryor Creek  
July 1, 2020

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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
703-684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
202-347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
800-548-2723  
[www.asce.org](http://www.asce.org)

The Associated General Contractors of America  
333 John Carlyle Street, Ste. 2000, Alexandria, VA 22314  
703-548-3118  
[www.agc.org](http://www.agc.org)

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**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES  
WORK ORDER EDITION**

THIS IS AN AGREEMENT effective as of July 1, 2020 ("Effective Date") between  
City of Pryor Creek ("Owner") and  
Infrastructure Solutions Group, LLC ("Engineer").

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Work Order. This Agreement sets forth the general terms and conditions which shall apply to all Work Orders duly executed under this Agreement.

Owner and Engineer agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer's services will be detailed in a duly executed Work Order for each Specific Project. Each Work Order will indicate the specific tasks and functions to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Work Order are set forth in Exhibit A, "Schedule of Engineer's Services."
- B. The general format of a Work Order is shown in Attachment 1 to this Agreement.
- C. This Agreement is not a commitment by Owner to Engineer to issue any Work Orders.
- D. Engineer shall not be obligated to perform any prospective Work Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, Engineer's services, Engineer's compensation, and all other appropriate matters.

1.02 *Work Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Work Order. Each duly executed Work Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Work Order.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein, in Exhibit B, "Schedule of Owner's Responsibilities," and in each Work Order.

- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

### **ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES**

#### **3.01 *Term***

- A. This Agreement shall be effective and applicable to Work Orders issued hereunder for one (1) year from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

#### **3.02 *Times for Rendering Services***

- A. The times for performing services or providing deliverables will be stated in each Work Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Work Order within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

### **ARTICLE 4 – PAYMENTS TO ENGINEER**

#### **4.01 *Invoices***

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Work Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### 4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  - 1. the compounded amount due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Work Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions.* If after the Effective Date of a Work Order any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under the Work Order, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.2 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Work Order.

### **ARTICLE 5 – OPINIONS OF COST**

#### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

#### 5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer in a Work Order, Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," to this Agreement.

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer shall serve as Owner's prime professional under each Work Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations and the Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of the Effective Date of each Work Order. Changes to these requirements after the Effective Date of each Work Order may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by who requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.
- G. Engineer shall not at any time supervise, direct, or have control over a Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Contractor, for security or safety at any Site, for safety precautions and programs incident to a Contractor's work in

progress, nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the Work.

- H. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- I. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.
- J. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. C-700, 2002 Edition) unless both parties mutually agree in a Work Order to use other General Conditions.

#### 6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished by Engineer, if Owner does not retain Engineer, by Work Order or otherwise, for project observation, or review of a Contractor's performance, or any construction phase services, and such services will be provided by Owner or others, then (1) Engineer shall have no design or shop drawing review obligations during construction; (2) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary construction phase engineering and professional services; and (3) Owner waives any claims against the Engineer that may be in any way connected thereto. In such a case, Engineer's Basic Services under the applicable Work Order will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A and the Work Order.

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to a Specific Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the



receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Specific Project by Owner. Engineer grants Owner a license to use the Documents on the Specific Project, extensions of the Specific Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Specific Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Insurance*

- A. Owner shall require Contractors to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee, and to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.
- B. All policies of property insurance relating to a Specific Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.

#### 6.05 *Suspension and Termination*

##### A. *Suspension*

- 1. By Owner: Owner may suspend a Work Order upon seven days written notice to Engineer.

2. By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under a Work Order.
- B. *Termination.* The obligation to provide further services under this Agreement, or under a Work Order, may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Work Order through no fault of the terminating party.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services under a Work Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
      - 3) Engineer shall have no liability to Owner on account of such termination.
    - c. Notwithstanding the foregoing, neither this Agreement nor the Work Order will terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. For convenience,
    - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Work Order materials in orderly files.
- D. *Payments Upon Termination*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished

and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
3. *Delivery of Project Materials to Owner.* Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer. Owner's use of any such Documents or Project materials shall be subject to the terms of Paragraph 6.03.

#### 6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the principal office of the Owner is located.

#### 6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  3. The Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

- D. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.

6.09 *Environmental Condition of Site*

- A. With respect to each Work Order, Specific Project, and Site:
1. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
  2. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
  3. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
  4. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
  5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement for cause on 30 days notice.
  6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

## 6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to this Agreement, any Work Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.
- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to this Agreement, any Work Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.
- C. *Environmental Indemnification.* In addition to the indemnity provided under Paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or

consequential damages arising out of, resulting from, or in any way related to the Specific Project.

#### 6.11 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. *Applicability to Work Orders.* The terms and conditions set forth in this Agreement apply to each Work Order as if set forth in the Work Order, unless specifically modified. In the event of conflicts between this Agreement and a Work Order, the conflicting provisions of the Work Order shall take precedence for that Work Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Work Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement.* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other owners for the same or different services contemplated hereunder.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Work Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Work Order, or in the following provisions:

1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
2. *Additional Services* – Services to be performed for or furnished to Owner by Engineer in accordance with a Work Order which are not included in Basic Services for that Work Order.
3. *Agreement* – This "Standard Form of Agreement between Owner and Engineer for Professional Services – Work Order Edition" including those Exhibits listed in Article 8 and any duly executed Work Order.
4. *Application for Payment* – The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. *Basic Services* – Specified services to be performed for or furnished to Owner by Engineer in accordance with a Work Order.
7. *Bid* – The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
8. *Bidding Documents* – The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.
9. *Change Order* – A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.
10. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
11. *Construction Agreement* – The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.

12. *Construction Contract* – The entire and integrated written agreement between Owner and a Contractor concerning the Work.
13. *Construction Cost* – The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.
15. *Contract Documents* – Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between Owner and a Contractor, Addenda (which pertain to the Contract Documents), a contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.
16. *Contract Price* – The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.
17. *Contract Times* – The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
18. *Contractor* – An individual or entity with whom Owner enters into a Construction Agreement for a Specific Project.
19. *Correction Period* – The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.



20. *Defective* – An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.
21. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
22. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.
23. *Effective Date of the Construction Agreement* – The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
24. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
25. *Effective Date of the Work Order* – The date indicated in the Work Order on which it becomes effective, but if no such date is indicated, it means the date on which the Work Order is signed and delivered by the last of the two parties to sign and deliver.
26. *Field Order* – A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
27. *General Conditions* – That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.
28. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
29. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
30. *PCBs* – Polychlorinated biphenyls.
31. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Radioactive Materials* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
33. *Record Drawings* – The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.
34. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which Owner shall pay Engineer as indicated in Exhibit C.
35. *Resident Project Representative* – The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative will be as set forth in each Work Order.
36. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
37. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.
38. *Site* – Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.
39. *Specifications* – That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.
40. *Specific Project* – An undertaking of Owner as set forth in a Work Order.
41. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

42. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements the General Conditions.
43. *Work Order* – A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
44. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
45. *Work* – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a Specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.
46. *Work Change Directive* – A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.
47. *Written Amendment* – A written amendment of the Contract Documents signed by Owner and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 Exhibits

Included? (Yes or No)	Exhibit Letter	Exhibit Title
		Attachment 1 – Work Orders
Y	A	Schedule of Engineer's Services
Y	B	Schedule of Owner's Responsibilities
Y	C	Payments to Engineer for Services and Reimbursable Expenses
Y	D	Schedule of Duties, Responsibilities and Limitations of Authority of Resident Project Representative
Y	E	Notice of Acceptability of Work (Form)
Y	F	Construction Cost Limit
N	G	Not Used
N	H	Not Used
N	I	Not Used
N	J	Not Used

### 8.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 18 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Amendments to Work Orders shall be in writing, based upon the format provided in Exhibit K, "Amendment to Work Order."

### 8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party. Each Work Order shall likewise designate representatives of the two parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER: City of Pryor Creek

ENGINEER: Infrastructure Solutions Group, LLC

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

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

Name: Larry Lees

Name: Dale Burke, P.E.

Title: Mayor

Title: President

Engineer License or Firm's  
Certificate No. (if required by law) 6685

State of: Oklahoma

Date Signed: July 1, 2020

Date Signed: July 1, 2020

Address for giving notices:

Address for giving notices:

City Pryor Creek

Infrastructure Solutions Group, LLC

PO Box 1167

3840 South 103<sup>rd</sup> East Avenue

Pryor, OK 74362

Tulsa, OK 73112

DESIGNATED REPRESENTATIVE  
(see Paragraph 8.03.A):

DESIGNATED REPRESENTATIVE  
(see Paragraph 8.03.A):

\_\_\_\_\_

Steve Powell, P.E.

Title: \_\_\_\_\_

Title: Branch Manager

Phone Number: \_\_\_\_\_

Phone Number: (918) 664-5500

Facsimile Number: \_\_\_\_\_

Facsimile Number: (918) 420-5500

E-Mail  
Address: \_\_\_\_\_

E-Mail  
Address: steve.powell@isgengineering.com

This is **EXHIBIT A**, consisting of 11 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Work Order Edition** dated July 1, 2020.

## **Schedule of Engineer's Services**

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Services to be provided under a Work Order may include the following:

### **PART 1 – BASIC SERVICES**

#### **A.1.01 *Study and Report Phase***

##### **A. The Engineer shall:**

1. Consult with Owner to define and clarify Owner's requirements for a Specific Project and available data.
2. Advise Owner as to the necessity of Owner's providing data or services of the types described in Exhibit B which are not part of Engineer's Basic Services, and, if requested, assist Owner in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate the number of alternate solutions available to Owner listed in the Work Order for a Specific Project, and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for a Specific Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, operation and maintenance cost, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. This Report will be accompanied by Engineer's opinion of Total Project Costs for each solution which is so recommended for a Specific Project with each component separately itemized, including the following, which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by Engineer and, on the basis of information furnished by Owner, allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Study and Report Phase tasks or deliverables:
  - a. Environment Report in accordance with Agency requirements.
  - b. Provide engineering information for applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project.

- c. Prepare feasibility studies and preliminary ranges of rate schedules if required for the Project.
  7. Furnish the number of review copies of the Report to Owner within the time period set forth in the Work Order and review it with Owner.
  8. Revise the Report in response to Owner's and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report to the Owner within the time period set forth in the Work Order.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to Owner.

*A.1.02 Preliminary Design Phase*

- A. After determination by Owner of the scope, extent, character or design requirements of a Specific Project, including the acceptance with any specific modifications by Owner of Engineer's Report, if any, from a preceding phase or Specific Project, Engineer shall:
1. On the basis of the above acceptance, selection, and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project.
  2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
  3. Provide to Owner three copies of maps showing the general location of required construction easements and permanent easements and the land to be acquired.
  4. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
  5. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost and assist owner in collating the various cost categories which comprise total project cost.
  6. Furnish the Preliminary Design Phase documents to and review them with Owner.
  7. Submit to Owner the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within the time period set forth in the Work Order.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to Owner.

### A.1.03 *Final Design Phase*

- A. After determination by Owner of the scope, extent, character, or design requirements of a Specific Project, including the acceptance of any specific modifications by Owner of a preceding phase or Specific Project, Engineer shall:
  - 1. On the basis of the above acceptance, direction and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
  - 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist Owner in consultations with appropriate authorities.
  - 3. Provide Owner a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.
  - 4. Prepare and furnish Bidding Documents for review and approval by Owner, its legal counsel, and other advisors, as appropriate, and assist Owner in the preparation of other related documents.
  - 5. Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to Owner within the time period set forth in the Work Order.
- B. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to the Work Order whether or not the work under such contracts is to proceed concurrently.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established is identified in the Work Order.
- D. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A.1.03.A.5 have been delivered to Owner.

### A.1.04 *Bidding or Negotiating Phase*

- A. The Engineer shall:
  - 1. Assist Owner in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding



Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
  3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
  4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
  5. Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the Project or fails to comply with applicable codes.
  6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of the Work Order).

#### A.1.05 Construction Phase

##### A. Engineer shall:

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Work Order and in Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [Note: For those Specific Projects for which Engineer will not be providing the services of an RPR, do not incorporate this paragraph A.1.05.A.2, and do not include Exhibit D.]
3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in paragraph B.2.01.0.

4. *Pre-Construction Conference.* Participate in a pre-construction conference prior to commencement of Work at the Site. If RPR services are provided by Engineer, ensure RPR attends Pre-Construction Conference.
5. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction.* In connection with observations of Work in progress :
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the Work Order and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site of the Specific Project, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
8. *Defective Work.* Have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Engineer believes that such work will not

produce a completed project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.

9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to Engineer.
12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A.2.01.A.23 of this Exhibit A.
13. *Inspections and Tests.* Require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor.* Render formal written decisions on all claims of Owner and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of the Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents.*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A.1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such Engineer's review will be limited as provided in paragraph A.1.05.A.11.
- c. Engineer shall transmit these documents to Owner.

17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any

objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Record Drawings.* Prepare and furnish to Owner a set of reproducible Project Record Drawings showing appropriate record information based on Record Drawing information from Contractor and Project documentation received from RPR.
  19. *Final Notice of Acceptability of the Work.* Conduct a final payment inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A.1.05.A.14.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the Work Order, Construction Phase services may be rendered at different times in respect to the separate contracts.
- C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

#### A.1.06 *Post-Construction Phase*

A. Engineer shall:

1. Provide assistance in connection with the testing and adjusting of Specific Project equipment or systems.
2. Assist Owner in training Owner's staff to operate and maintain Specific Project, equipment, and systems.
3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for, equipment and systems for the Specific Project.
4. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
5. In company with Owner or Owner's representative, provide an inspection of the Specific Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in the Work Order, will terminate at the end of the Correction Period.

## **PART 2 – ADDITIONAL SERVICES**

### *A.2.01 Additional Services Requiring Owner's Authorization in Advance*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by Owner as indicated in a Work Order unless otherwise stated.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with a Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.
  2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Work Order or are due to any other causes beyond Engineer's control. Redesign to reduce Project costs to within the funds available as stated in Exhibit F shall not be considered Additional Services.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A.1.01.A.4.
  5. Services required as a result of Owner's providing incomplete or incorrect project information with respect to Exhibit B.
  6. Providing renderings or models for Owner's use.
  7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Specific Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

8. Furnishing services of Engineer's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in the Work Order.
10. Services during out-of-town travel required of Engineer other than for visits to the Specific Project Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable a Contractor to perform its work other than as required under paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in the Work Order.
17. Providing assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
18. Preparing and furnishing to Owner, in the format agreed to, Record Drawings showing appropriate record information based on project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration or other dispute resolution process related to a Specific Project.
21. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

22. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.
23. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of any Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for a Specific Project or an excessive number of substitutions.
24. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
25. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
26. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work on a Specific Project by Owner prior to its Substantial Completion.
27. Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.
28. Client shall pay the Engineer for engineering review services performed on behalf of the client at the following rates for Floodplain Management as stated below (No Work Order Required):
  - Floodplain Manager - \$115.00 per hour for work performed including any travel time
  - Individual or Small Residential/Commercial Developments - \$600.00 each
  - Large (more than 5 acres or 50 lots) Residential Developments - \$850.00 each
  - Hydrology Studies, Backwater Modeling, Floodplain Issues – hourly basis with not-to-exceed fee approved prior to commencing work.
29. Client shall pay the Engineer for engineering review services performed on behalf of the client at the following rates for Fire and Building Code Plan Reviews and Inspections as stated below (No Work Order Required):
  - Plan Reviews & Written Reports for Building Drawings - \$0.15 per square foot with a minimum charge of \$300.00.
  - Follow-Up Reviews on Building Drawings - \$170.00 per hour with a 1 hour minimum charge.
  - Plan Reviews & Written Reports for Fire Alarm Systems - \$0.04 per square foot with a minimum charge of \$180.00.



- Follow-Up Reviews on Fire Alarm Systems – \$170.00 per hour with a 1-hour minimum charge.
- Plan Reviews & Written Reports for Fire Sprinkler Systems - \$0.04 per square foot with a minimum charge of \$180.00.
- Follow-Up Reviews for Fire Sprinkler Systems - \$170.00 per hours with a 1 hour minimum.
- Building and Fire Code Services - \$170.00 per hour with a two-hour minimum.
- Phone Call Consultations & Code Research - \$85.00 per ½ Hour with a ½ Hour Minimum

30. Other services performed or furnished by Engineer not otherwise provided for in this Agreement or a Work Order.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Work Order Edition** dated July 1, 2020.

### **Schedule of Owner's Responsibilities**

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Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Work Order.

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of the Specific Project.
- C. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, furnish or otherwise make available such additional Specific Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Site and adjacent areas.
  - 6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the Work Order.

- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Furnish as appropriate other services or authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Work Order.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer for the Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Specific Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Specific Project.
- I. Provide, as required for the Specific Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Specific Project as Owner requires, a Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose a Contractor has used the moneys paid.
  - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling and legal advice) for Owner so that Engineer may assist the Owner in collating the various cost categories which comprise Total Project Costs.
- L. If Resident Project Representative services are not to be provided pursuant to paragraph A.1.05.A.2 or otherwise, provide a qualified representative to observe the progress and quality of the Work.

- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth in the Work Order the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work of the Specific Project designed or specified by Engineer, designate in the Work Order a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors. Define and set forth in the Work Order the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents; or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work for the Specific Project with appropriate professional interpretation thereof.
- Q. Provide inspection or monitoring services by an individual or entity other than Engineer (and disclose the identity of such individual or entity to Engineer) as Owner determines necessary to verify:
  - 1. That Contractor is complying with any Laws or Regulations applicable to Contractor's performing and furnishing the Work; or
  - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- R. Provide Engineer with the findings and reports generated by any independent testing laboratory, if Engineer is required to review such documents.
- S. Additional Owner responsibilities: NONE

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This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Work Order Edition** dated July 1, 2020.

## **Payments to Engineer for Services and Reimbursable Expenses**

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

### **ARTICLE 2 – OWNER'S RESPONSIBILITIES**

#### *C.2.01 Method of Payment*

- A. Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in each Work Order:
1. Method A: Lump Sum
  2. Method B: Standard Hourly Rates
  3. Method C: Direct Labor Costs Times a Factor
  4. Method D: Percentage of construction cost.

#### *C.2.02 Explanation of Methods*

A. Method A – Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Standard Hourly Rates are attached to this Exhibit as Appendix 2.
4. The total estimated compensation for the specified category of services shall be stated in the Work Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and Consultants' charges, if any.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
6. The Standard Hourly Rates shall be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

C. Method C – Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a Factor of 2.5 for the services of Engineer's employees engaged on the Specific Project, plus Reimbursable Expenses, and Engineer's Consultant's charges, if any. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.
2. The total estimated compensation for the specified category of services shall be stated in the Work Order. This total estimated compensation incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges, if any.
3. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
4. The Direct Labor Costs and the Factor applied to Direct Labor Costs will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

D. Method D – Percentage of construction costs.

E. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. For services performed or furnished under paragraphs A.1.02 through A.1.06 (excluding the services of the Resident Project Representative), an amount equal to a percent of the Construction Cost. Actual compensation will be based on fee schedule included in this exhibit as appendix 1.

2. The Percent of Construction Cost compensation for services performed or furnished under paragraphs A.1.02 through A.1.06 shall be payable as follows:
  - a. A sum which equals 30 percent of the total compensation payable under paragraph C.2.02.D.A.1, after the Preliminary Design Phase documents are revised and submitted to Owner.
  - b. A sum which, together with the compensation provided under paragraph C.2.02.D.A.2.a, equals 50 percent of the total compensation payable under paragraph C.2.02.D.A.1, after the Final Design Phase documents are completed and submitted to Owner.
  - c. A sum which, together with the compensation provided under paragraph C.2.02.D.A.2.a and b, equals 70 percent of the total compensation payable under paragraph C.2.02.D.A.1, after Final Design Phase services are considered complete as defined in Exhibit A.
  - d. A sum which, together with the compensation provided in paragraphs C.2.02.D.A.2.a, b, and c, equals 80 percent of the total compensation payable under paragraph C.2.02.D.A.1, after Bidding or Negotiating Phase services are considered complete as defined in Exhibit A.
  - e. A sum equal to 15 percent of the total compensation payable under paragraph C.2.02.D.A.1 will be paid for general engineering review of the Contractor's Work during the construction period on percentage ratios identical to those approved by the Engineer as a basis upon which to make partial payments to the Contractor(s). Payments will be made on a monthly basis. However, payment under this paragraph and of such additional sums as are due the Engineer by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of the sums paid to the Engineer under paragraphs C.2.02.D.A.2.a through C.2.02.D.A.2.e will equal 95 percent of the total compensation payable under paragraph C.2.02.D.A.1 as appropriately adjusted to reflect the actual Construction Cost incurred by Owner.
  - f. A final payment which, together with the compensation provided in paragraphs C.2.02.D.A.2.a through C.2.02.D.A.2.e, equals 100 percent of the total compensation payable under paragraph C.2.02.D.A.1, shall be made when it is determined that all services required by this Agreement under paragraphs A.1.02 through A.1.05 have been completed. Such payment includes payment for Post Construction phase services under paragraph A.1.06. Engineer remains responsible to Owner for the technical adequacy and completeness of such services.
3. Progress invoicing prior to award of the Construction Agreement shall be based on Engineer's most recent estimate of probable Construction Cost for the Project, with appropriate adjustment upon award of the Construction Agreement(s). The initial construction award amount shall set the percentage figure to be applied in making such adjustments, and shall remain constant thereafter regardless of the impact of Change Orders. Final invoicing shall be based on final Construction Cost, including all Change Orders.



4. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
  - a. For Work designed or specified and incorporated in the completed Project, the actual final cost of the work performed by Contractor and paid by Owner.
  - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
  - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer's most recent opinion of probable Construction Cost.
  - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
  - e. No deduction is to be made from Engineer's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
- B. Compensation for Resident Project Representative Services – Percentage of Construction Cost Method of Payment
  1. Owner shall pay Engineer for:
    - a. *Resident Project Representative Services.* For services of Engineer's Resident Project Representative, if any, under paragraph A.1.05 of Exhibit A of the Agreement, an amount equal to a percent of the Construction Cost. Actual cost will be based on fees schedule included in this exhibit as appendix 1. This amount includes compensation for Resident Project Representative's services, and those of any assistants to the Resident Project Representative. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and Reimbursable Expenses.
    - b. The total compensation for Resident Project Representative services is based on the Contract Times established in the Contract Documents and such compensation shall not be exceeded without written approval of Owner and concurrence of Agency.
    - c. Payment for Resident Project Representative Services shall be on a monthly basis prorated according to the number of months stated in C.2.02.D.B.1.b.
    - d. As a basis for payment to Engineer, Construction Cost will be based on one or both of the following determinations. No deduction is to be made from Engineer's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
  - 1.) For Work incorporated in the completed Project but not limited to that furnished by Owner itself, the current market value of the labor material, and equipment furnished.

- 2.) For other Project construction, including but not limited to that furnished by Owner itself, the current market value of the labor, materials, and equipment furnished.

### C.2.03 *Reimbursable Expenses*

Costs incurred by Engineer in the performance of the Work Order in the following categories constitute Reimbursable Expenses:

- A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment. Reimbursable expenses shall be paid as actual expense incurred times a factor of 1.2 plus time expended by the Engineer in the performance of the additional service at the rate specified in appendix 1 of this exhibit C.
- B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.2.

### C.2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 1.2 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

### C.2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Work Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  2. When estimated compensation amounts have been stated in a Work Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by

Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

# INSERT APPENDIX

## 1 & 2

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Work Order Edition** date July 1, 2020.

### **Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

The following duties, responsibilities, and limitations of authority may be incorporated in the Work Order for a Specific Project:

#### **D.1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Paragraph A.1.05 of Exhibit A as incorporated in the Work Order are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
  1. *General.* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
    - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary.
    - RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
    - RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.
3. *Conferences and Meetings.* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison*
  - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents.* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications.* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work*
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does

not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.

10. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.

11. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern..

12. *Payment Requests*

- a. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals*

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.



4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy a Specific Project in whole or in part.



This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Work Order Edition** dated July 1, 2020.

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**NOTICE OF ACCEPTABILITY OF WORK**

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PROJECT:

---

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER: INFRASTRUCTURE SOLUTIONS GROUP, LLC

---

To: \_\_\_\_\_  
OWNER

And To: \_\_\_\_\_  
CONTRACTOR

From: Infrastructure Solutions Group, LLC  
ENGINEER

---

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side hereof.

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

(Reverse side of Notice)

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of the professional judgment of Engineer.
3. Said Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.
4. Said Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under Engineer's Agreement with Owner and the Construction Contract referenced on the reverse hereof.
5. Said Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Work Order Edition** dated July 1, 2020.

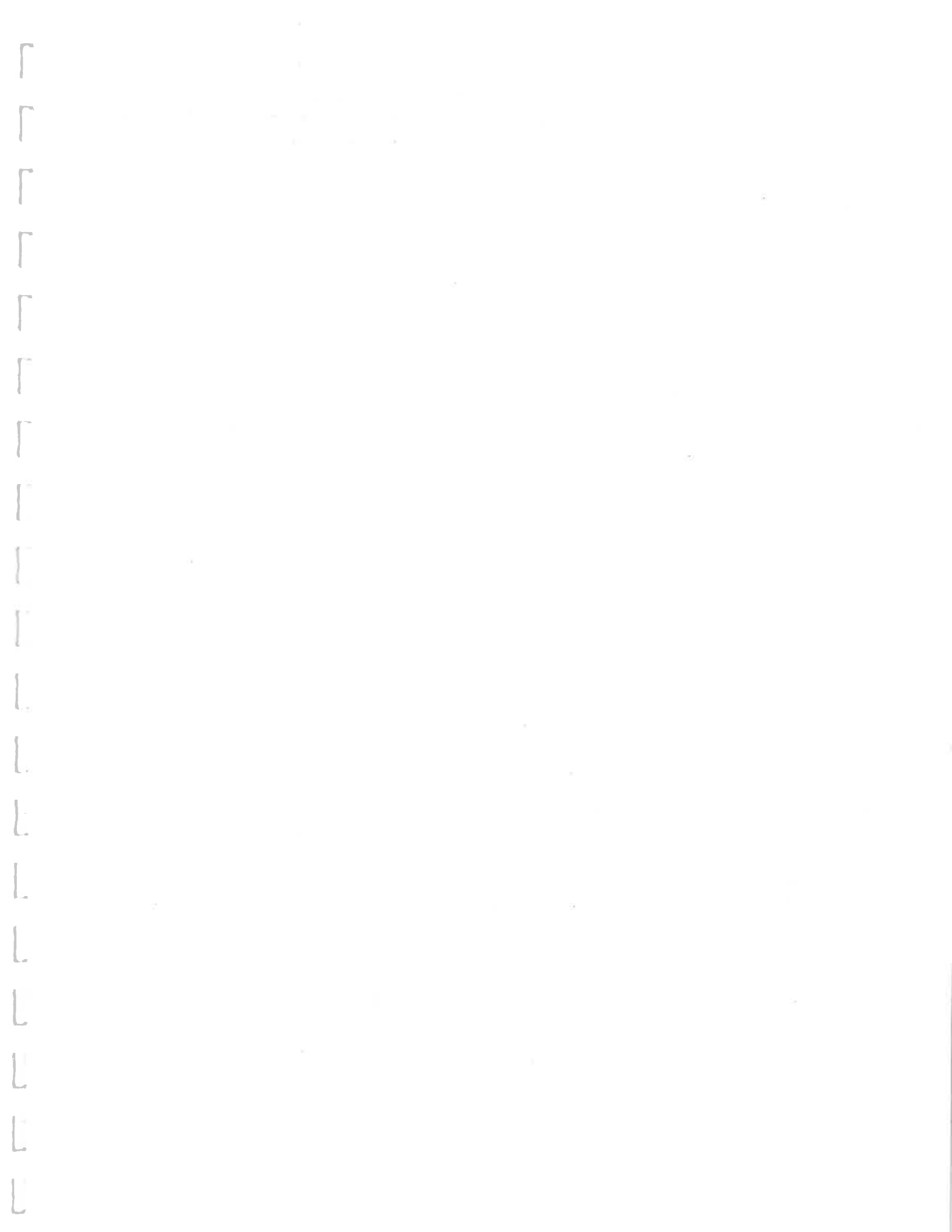
## **Construction Cost Limit**

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Paragraph 5.02 of the Agreement is amended and supplemented to include the following when incorporated in the Work Order for a Specific Project:

### *F.5.02 Designing to Construction Cost Limit*

- A. A Construction Cost limit may be set forth in the Work Order.
- B. In such case, a bidding or negotiating contingency will be added to any Construction Cost limit.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of a Specific Project to the extent consistent with the project requirements and sound engineering practices to bring the project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer, and Owner shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Specific Project within a reasonable time, or (3) cooperate in revising the Specific Project's scope, extent, or character to the extent consistent with the Specific Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of Engineer's Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or Bid exceeding the established Construction Cost limit.



This is **Appendix 1 to Exhibit C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 1, 2020

**Fee Schedule**

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I 1.01 *General*

The engineering and inspection fees indicated below are the recommended allowable for funding agency financed projects in Oklahoma.

I 1.02 *Engineering Services Fee Schedule (for services as defined in A.1.02 through A.1.06 excluding the services of Resident Project Representative as defined by Exhibit A of this Agreement)*

<u>Net Construction Cost of Entire Project</u>	<u>Percent Fee</u>
0 - \$30,000	14.56
\$40,000	14.04
\$50,000	13.57
\$60,000	13.21
70,000	12.90
80,000	12.69
90,000	12.38
100,000	12.08
200,000	11.02
300,000	10.23
400,000	9.72
500,000	9.27
600,000	8.82
700,000	8.59
800,000	8.40
900,000	8.23
1,000,000	8.04
2,000,000	7.43
3,000,000	7.18
4,000,000	6.92
5,000,000	6.67
10,000,000	6.0

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(Appendix 1 to Exhibit C – Fee Schedule)

EJCDC E-510 Standard Form of Agreement Between Owner and Engineer for Professional Services, Funding Agency Edition  
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I 1.03 *Resident Project Representative Services Fee Schedule*(for services as defined in A.1.02 of Exhibit A of this Agreement)

<u>Net Construction Cost</u>	<u>Percent Fee</u>
\$100,000 or less	5.0 (or negotiated lump sum)
200,000	4.2
300,000	3.8
400,000	3.5
500,000	3.2
600,000	3.0
700,000	2.8
800,000	2.65
900,000	2.5
1,000,000	2.4
2,000,000	2.3
3,000,000	2.2
4,000,000	2.1
5,000,000	2.0
10,000,000	1.9



This is **Appendix 2 to Exhibit C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 1, 2020.

**Schedule of Fees**

---

Principal	\$240.00/hour
Engineering Manager/Branch Manager	\$200.00/hour
Project Manager	\$175.00/hour
Project Engineer	\$160.00/hour
Structural Engineer	\$150.00/hour
Professional Engineer	\$140.00/hour
GIS Manager	\$125.00/hour
Construction Manager	\$115.00/hour
Engineering Intern	\$105.00/hour
Engineer Technician	\$100.00/hour
Senior Project Representative	\$ 80.00/hour
Project Representative	\$ 80.00/hour
CAD Technician	\$ 75.00/hour
Administrative Assistant	\$ 75.00/hour
Secretary	\$ 70.00/hour
Floodplain Manager	\$115.00/hour
Plan Reviews & Written Reports (Building Drawings)	\$ 0.15/sq. ft. \$300.00/minimum
Follow Up (Building Drawings)	\$180.00/hour One hour minimum
Plan Reviews & Written Reports (Fire Alarm System)	\$ 0.04/sq. ft. \$180.00/minimum

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(Appendix 2 to Exhibit C – Standard Hourly Rates Schedule)

EJCDC E-510 Standard Form of Agreement Between Owner and Engineer for Professional Services, Funding Agency Edition  
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This is **Appendix 2 to Exhibit C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 1, 2020.

**Schedule of Fees**

---

Follow Up (Fire Alarm System)	\$170.00/hour One hour minimum
Plan Reviews & Written Reports (Fire Sprinkler System)	\$ 0.04/sq. ft. \$180.00/minimum
Follow Up (Fire Sprinkler System)	\$170.00/hour One hour minimum
Building & Fire Code Services	\$170.00/hour Two hour minimum
Phone Call Consultations & Code Research (Ex. Inspections, Meetings, Board of Appeal Meetings, Drive time to and from job sites)	\$ 85.00/30 minutes 30 minutes minimum
Per Diem	\$100.00/day
Mileage	\$ 0.60/Mile



July 2, 2020

Honorable Larry Lees, Mayor  
Members of the City Council  
City of Pryor Creek, Oklahoma

RE: Recommended Water Rate Increase

Dear Mayor and Council:

At the MUB's last regular meeting on June 30, 2020, one of the agenda items for discussion was a proposed water rate increase.

Our purchased water cost from the Oklahoma Ordnance Works Authority (OOWA), MidAmerica Industrial Park (MAIP) has not increased since July 2019. I have enclosed the letter pertaining to the water rate increase received from OOWA effective July 1, 2020 for your reference.

OOWA is increasing their wholesale water rate 2 cents per 1,000 gallons, so I am requesting a pass-through of 2 cents per 1,000 gallons.

I am requesting that the proposed water rate increase of 2 cents (\$4.50 to \$4.52 per 1,000 gallons) inside the corporate city limits of Pryor Creek be placed on your agenda for the July 7, 2020 meeting.

Requesting any type of rate increase is not something that the Board or I take lightly; but when you are operating on a cost of service budget with a minimal profit margin, any increase in wholesale costs makes an impact on the budget. For instance, we purchased 444,053 kgals of water last fiscal year. This 2 cent increase would impact MUB's existing water department's budget by approximately \$8,800±.

If this increase is approved by the council, it will have an impact to the average residential customer's monthly water bill in Pryor Creek by \$0.10.

I will be present at the next council meeting to answer any questions you may have. If you would like to discuss this with me beforehand, please feel free to drop by the office or give me a call any time.

Your assistance in this matter will be greatly appreciated.

Sincerely,

  
Jared Crisp  
General Manager



June 12, 2020

Mr. Jared Crisp  
Manager  
PRYOR MUNICIPAL UTILITY BOARD  
P.O. Box 249  
Pryor, OK 74362

RE: Water Rates

Dear Customer,

This is to advise that this office has done a review of the water treatment rates of the Oklahoma Ordnance Works Authority. Based on this review, a recommendation will be made to our board of trustees at their meeting to be held Tuesday, June 23, 2020, that the water treatment rates be increased effective July 1, 2020 through December 31, 2020, as follows:

**Current Rates:** \$1.62 per 1,000 - First 5,000,000 Gallons, \$1.54 per 1,000 Gallons - Over 5,000,000 Gallons

**Future Rates:** \$1.64 per 1,000 - First 5,000,000 Gallons, \$1.56 per 1,000 Gallons - Over 5,000,000 Gallons

A customer rate hearing has been set for 3:00 p.m. on Friday, June 19, 2020 at the administrative offices of the MidAmerica Industrial Park to answer any questions or address any concerns you may have. You are welcome to attend.

Sincerely,

A handwritten signature in black ink, appearing to read "John Schaffitzel".

John Schaffitzel  
Assistant General Manager

# VILLEGAS, AMALIA (ANTOLINO)

## 203 N ADAIR

6/29/2018	Complaint - windows are boarded up - can't see because of trees and grass
9/24/2018	Title search was done
10/3/2018	Letter was sent notifying them of a Dilapidated Building Hearing October 18
10/9/2018	Pictures were taken for the hearing
10/9/2018	Property was posted
10/18/2018	Hearing was held - house was discussed - come back to November 21 meeting
11/15/2018	Notice was mailed for November 21 meeting
11/19/2018	Meeting agenda was posted
11/21/2018	Meeting was held - Villegas property was labeled
	Villegas never came to another meeting
2/7/2019	Letter was sent notifying them the house was declared Dilapidated and demolish hasn't been done
10/24/2019	Letter was mailed that the property was formally stated as dilapidated and the City would hire a company to tear down the house and charge fees back to him
	Letter was hand-delivered and signed by Mr. Villegas
2/20/2020	Title Search was done for Mr. Ritchie (City Attorney) to look at
	Invoice for Title Search when property is demolished (with other fees)
5/1/2020	Findings and order of Dilapidated Structure letter sent -was given 30 days to demolish
	30 days passed - not demolished
6/16/2020	Bid packet was sent out to companies for demolition quotations
6/30/2020	Two bids received (Wades Wrecker \$7200.00 & Procure Lawn and Landscape \$12,000)
7/7/2020	To council to approve best bid for the City for demolition of the house

Due on next invoice  
\$150.00

Dilapidated Building Public Nuisance Abatement Demolition  
City of Pryor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name: Wades Wheeler Service  
Mailing Address: P.O. Box 833  
City/State/Zip: Pryor Ok  
Contact Person: Brandon Wade  
Title: Owner  
Phone/Cell: 918-373-1577  
E-Mail: Wadeswrecker@att.net

Property:

Amount:

203 N Adair  
House, any out building or garage, trees and  
vegetation (See previous page) - The Northerly  
50 feet of Lot Numbered 11, in Block Numbered 4,  
in the Incorporated Town of Pryor Creek, Mayes  
County, State of Oklahoma, according to the  
Official Plat and Survey filed thereof.

\$ 7200<sup>00</sup>

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Completion Date:

7-26-20

Dilapidated Building Public Nuisance Abatement Demolition  
City of Pryor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name: PRO CARE LAWN & LANDSCAPE  
Mailing Address: 23285 E HWY 20  
City/State/Zip: CLAREMORE OK 74019  
Contact Person: ALLEN PROCTOR  
Title: OWNER  
Phone/Cell: 918 625 1294  
E-Mail: PRO CARE 1957@ASTORIA.COM

Property:

203 N Adair  
House, any out building or garage, trees and  
vegetation (See previous page) - The Northerly  
50 feet of Lot Numbered 11, in Block Numbered 4,  
in the Incorporated Town of Pryor Creek, Mayes  
County, State of Oklahoma, according to the  
Official Plat and Survey filed thereof.

Amount:

\$ \_\_\_\_\_

\$ 12,000<sup>00</sup>

\$ \_\_\_\_\_

Completion Date:

\_\_\_\_\_

# Dilapidated Building Public Nuisance Abatement

## Demolition City of Pryor Creek Oklahoma

### REQUEST FOR QUOTATION

June 16, 2020

The City of Pryor Creek Oklahoma is requesting quotations for demolition of dilapidated buildings, vegetation, fencing, walls and other appurtenance items on properties as specified in the property profiles/diagrams/photos as attached.

Your quotations shall be broken out in a lump sum cost for demolition and removal of the buildings and items noted above, as well as restoration of the property to a mowable grade and erosion control measures necessary during and after work. Please understand you should consider each property as an independent demolition project as some properties may be demolished by the property owners, or other circumstances may intervene, prior to awarding of a notice to proceed. Also, notices to proceed will be awarded to the lowest and best quotation for each property.

*Completed Request for Quotation forms shall be submitted to the City of Pryor Creek Code Enforcement, 12 N. Rowe St., Pryor Creek, Oklahoma, by 5 p.m. on Tuesday June 30, 2020. They may be hand-delivered, mailed, faxed, or scanned and e-mailed.*

Prospective/successful firms or corporations will be acting as an authorized agent of the City of Pryor Creek for abatement of a dilapidated building public nuisance and shall be authorized to access the property to prepare a quotation and to complete the work. The successful firm or corporation will be issued a purchase order in the amount of quotation. This will serve as a notice to proceed.

In addition to the attached demolition profile, prospective firms or corporations need to comply with the following:

- A valid Certificate of Liability Insurance for the firm or corporation showing a minimum general liability coverage of \$1 million per occurrence shall be in file with the City.
- Demolition permit and inspection fees will be charged (\$75.00). Also, the contractor will need to have a licensed plumbing contractor cap the sewer prior to demolition. This cost should be figured into the quotation.
- All federal, state and local laws, rules and regulations shall be followed regarding removal and disposal of any hazardous materials such as



asbestos, lead-based paint, etc. The quotation submitted shall reflect any anticipated costs for such.

- General working hours for this project will be from 7:00 a.m. to 6 p.m. Monday through Friday, excluding holidays. Work during other hours shall only be done by mutual agreement with the City's Neighborhood Code Enforcement staff.
- Demolition debris shall be disposed of in a state licensed landfill approved to accept such debris.
- The demolition contractor may retain any salvage materials from the site.
- Upon completion of demolition and removal of debris, the lot shall be graded to a mowable restoration level comparable with the existing natural contours.
- All necessary measures shall be taken to control erosion or siltation during and after demolition activities – including installation of silt fencing.
- The successful firm or corporation shall assure utility services have been disconnected prior to demolition.
- The successful firm or corporation, by signing the quotation form attached, hereby represents that it shall hold the City of Pryor Creek, Oklahoma, its employees or agents, harmless from any liability resulting from property damages and/or personal injuries that occur during, or as a result of, the demolition activity.

Should you have any questions, please contact Sheryl Laue, Code Enforcement, at (918) 825-0888, or via e-mail at: [laues@pryorcreek.org](mailto:laues@pryorcreek.org).

Dilapidated Building Public Nuisance Abatement Demolition  
City of Pryor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone/Cell: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Property:

Amount:

203 N Adair  
House, any out building or garage, trees and  
vegetation (See previous page) – The Northerly  
50 feet of Lot Numbered 11, in Block Numbered 4,  
in the Incorporated Town of Pryor Creek, Mayes  
County, State of Oklahoma, according to the  
Official Plat and Survey filed thereof.

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Completion Date:**

\_\_\_\_\_

Please attach copy of liability insurance form.

I, as authorized signatory for the above firm, do hereby authorize the City of Pryor Creek, Oklahoma, to consider this quotation for the purchase of demolition services as specified. I also agree to hold the City of Pryor Creek, and employees and agents thereof, harmless from liability for personal injuries and/or property damages resulting from any actions performed under arrangements of this quotation submittal.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**City of Pryor Creek, Oklahoma  
Housing Demolition Abatement**

### **Site Characteristics**

**ADDRESS:** 203 N Adair

**LEGAL:** The Northerly 50 feet of Lot Numbered 11, in Block Numbered 4, in the Incorporated Town of Pryor Creek, Mayes County, State of Oklahoma, according to the Official Plat and Survey filed thereof.

**OWNER:** City of Pryor Creek

**COMMENTS:** Along with structures - Remove all trees and vegetation. Cap sewer and restore lot to a mowable grade.

**DILAPIDATED STRUCTURE  
FINDINGS AND ORDER OF ADMINISTRATIVE HEARING OFFICER**

ON THIS 18<sup>th</sup> day of September in the year of 2018 this matter came on for Hearing before the undersigned Hearing Officer duly appointed by the Mayor and Council of the City of Pryor Creek, Oklahoma to act as Hearing Officer on matters of Dilapidated Structures located within the City of Pryor Creek. This Hearing is conducted pursuant to the provisions of OKLA. STAT. Tit. 11 § 22-112.

**IDENTIFICATION OF PARTIES AND PROPERTY INVOLVED IN THE MATTER**

This matter is involving the property and interested parties as follows:

**STREET ADDRESS OF PROPERTY:** 203 N. Adair St., Pryor Creek, OK

**LEGAL DESCRIPTION OF PROPERTY:** The Northerly 50 feet of Lot Numbered 11, in Block Numbered 4, in the Incorporated Town of Pryor Creek, Mayes County, State of Oklahoma, according to the Official Plat and Survey filed thereof.

**GENERAL DESCRIPTION OF STRUCTURE INVOLVED:** Residential structure located on above described property.

The parties with cognizable interests in the property are as follows:

The **Record Owner(s)** name(s) as set forth in the land records of the **Mayes County Clerk:**

Antolino Villegas

Name(s) of **Record Owner(s)** as shown by current year's tax rolls in office of **County Treasurer:**

Amalia Villegas

Name(s) of **Mortgagees (Mortgage Holders)** as shown by records in the office of the **Mayes County Clerk:**

None

Name(s) of **lien holders, lease holders and other interested parties** as shown by the records of the **Mayes County Clerk:** None

Name(s) and Address(es) of known **parties in possession of premises**, if any: None

**IDENTIFICATION OF INTERESTED PARTIES APPEARING FOR THE HEARING**

The following interested parties personally appeared at the hearing:

Original Hearing Date of September 18, 2018 – Antolino Villegas (surviving spouse of Amalia Villegas).

Reconvened Hearing Date of November 21, 2018 –No one appears.

All "Interested Parties" not specifically listed above failed to appear for the Hearing in this matter.

**FINDINGS AS TO PROPER NOTICES HAVING BEEN GIVEN**

CHECK HERE  X  If the Hearing Officer has examined the Notices Given and Finds Proper Notice has been given to all Interested Parties.

CHECK HERE \_\_\_\_\_ If the Hearing Officer has examined the Notices Given and Finds that Proper Notice has not been given to all Interested Parties.

IF PROPER NOTICE HAS NOT BEEN GIVEN FILL IN HERE THE DATE AND TIME TO WHICH THIS HEARING IS BEING CONTINUED IN ORDER FOR PROPER NOTICE TO BE ACCOMPLISHED: \_\_\_\_\_

**AGREED AND STIPULATED AGREEMENT AS TO DILAPIDATION  
(Agreed Order-Fill In This Portion If Resolved By Agreement Of The Parties)**

The "Interested Parties" (possessors of a cognizable interest in the property) to this proceeding signing below hereby stipulate and agree as follows:

1. The Interested Parties stipulate and agree that the structure involved in this proceeding is a "Dilapidated Structure" pursuant to the provisions of OKLA. STAT. Tit. 11 § 22-112 and knowingly, willingly, voluntarily and intentionally consent and agree to the entry of this Order finally adjudicating and determining the structure to be a "Dilapidated Structure"; Further, the parties state that the terms of this Order contain all their agreements and understandings and that there are no side agreements or other understandings.
2. The Interested Parties have been fully informed of their rights to a Hearing in this matter, to present witnesses and evidentiary materials, to examine and cross-examine witnesses and to be represented by an attorney if they so choose to do so, and being so fully informed of their rights the Parties have chosen of their own free will to waive those rights and enter into the terms of this Order by which they shall be bound to the full and faithful performance of same.
3. The Interested Parties acknowledge and agree that in the event they shall fail to faithfully, timely and fully perform the terms of this Order then and in that event, and without further notice, the City of Pryor Creek is hereby fully authorized to enter the premises which are the subject of this matter and to tear down, destroy and remove the structure which is the subject of this action; And, in the event of entry by the City and performance of the removal of the structure by the City all costs reasonably incurred by the City in the performance of the removal of the structure from the property, and the costs of these proceedings shall be assessed against the Parties
4. The terms of the agreement and Order to be performed by the Interested Parties are as follows:

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**FINDINGS IN CONTESTED MATTER**  
**(Fill In This Portion If A Hearing Is Conducted On The Merits)**

THE UNDERSIGNED having received all evidence of the City and all evidence of the Interested Parties, having reviewed the case file on this matter and having received all arguments from the Parties to this proceeding FINDS AND ORDERS AS FOLLOWS: (Place a mark next to each finding which applies)

  X   The structure through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety or welfare of the general public.

  X   The structure is unfit for human occupancy due to lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety and welfare of the general public.

  X   The structure creates a fire hazard which is dangerous to other property.

  X   The condition of the property constitutes a detriment or a hazard and the property would be benefited by the removal of such structure.

\_\_\_\_\_ The structure has been determined by the appropriate authority to be an unsecured building defined by OKLA. STAT. Tit. 11 § 22-112.1 more than three times within a twelve month period.

\_\_\_\_\_ The structure has been boarded and secured as defined by OKLA. STAT. Tit. 11 § 22-112.1 for more than eighteen consecutive months.

\_\_\_\_\_ The structure has been previously declared a public nuisance by the municipality.

Based upon the foregoing Findings the structure which is the subject of this matter is found to be a "Dilapidated Structure" as defined by OKLA. STAT. Tit. 11 § 22-112 and therefore subject to an Order of Removal.

**ORDER FOR REMOVAL OF DILAPIDATED STRUCTURE**

**THE HEARING OFFICER, BASED ON THE FOREGOING FINDINGS ORDERS AS FOLLOWS:**

That a state of dilapidation of the structure which is the subject of this matter exists and it is hereby Ordered that the property owner is to demolish the structure to abate the condition with all work to be fully performed by the property owner, at the property owner's sole cost and expense, with the work to be performed to commence on or before the 18<sup>th</sup> day of November in the year of 2018 and to be fully completed on or before the 15<sup>th</sup> day of June in the year of 2020. IT IS SO ORDERED.

**NOTICES TO THE INTERESTED PARTIES**

- (1) **ASSESSMENT AND COLLECTION OF COSTS AND EXPENSES AGAINST YOU:** If this Order formally determines that the structure is a "Dilapidated Structure" and it is ordered that the structure is to be torn down and removed and you fail to abide by the Order for removal of the structure, then the City will be authorized to remove the structure and all costs and expenses reasonably necessary to the City's removal of the structure and costs of this "Dilapidation Proceeding" shall be assessed against you. If you fail to pay the costs assessed against you they shall be perfected as a lien upon the property in the County Records to be collected by levy and collection by the County Treasurer, Civil Proceeding for collection, Foreclosure of Liens or otherwise as appropriate under applicable law.
- (2) **YOUR RIGHT OF APPEAL:** You have the right to appeal the decision made by the Hearing Officer in this matter in the event the decision was rendered in a contested proceeding. Your appeal of the Hearing Officer's decision is appealed to the City Council. If you desire to file an appeal you must do so within Thirty (30) days of the date the Order has been issued by the Hearing Officer pursuant to the provisions of the City Code for the City of Pryor Creek found at Sections 1-5A-1 through 1-5A-12. The date the Order has been issued is the date appearing below.

THIS ORDER was issued on the 1<sup>st</sup> day of May in the year of 2020 by the undersigned Hearing Officer.

  
\_\_\_\_\_  
Signature of Hearing Officer

**CERTIFICATION OF GIVING OF NOTICE**

The undersigned representative of the City of Pryor Creek hereby certifies that a true and correct copy of the foregoing Order regarding Dilapidated Structure was mailed by U.S. Mail, postage prepaid to the "Interested Parties" at the addresses listed as follows:

(here list names and addresses of all interested parties)

  
\_\_\_\_\_  
Signature of Person Certifying to Hand Delivery or Mailing



**UNITED STATES  
POSTAL SERVICE**

**Certificate Of  
Mailing**

To pay fee, affix stamps or  
meter postage here.



UNITED STATES POSTAGE  
PITNEY BOWES  
02 1P **\$001.50<sup>0</sup>**  
0000886054 MAY 01 2020  
MAILED FROM ZIP CODE 74361

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
This form may be used for domestic and international mail.

**From:** City of Pryor Creek

Community Development

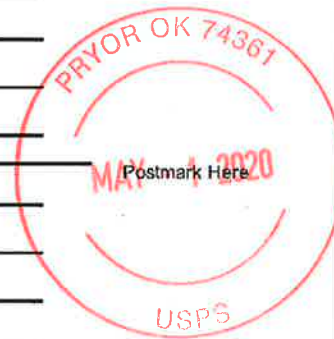
P.O. Box 1167

Pryor, Oklahoma 74362

**To:** ANTOLINO VILLEGAS

211 N ADAIR

PRYOR, OK 74361-0000



Postmark Here







203 N adair Taken 11/21/18





Public Nuisance Abatement  
City of Pryor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name: Pest Off Exterminators LLC  
Mailing Address: 110 N. NOME AVE  
City/State/Zip: Claremore, OK 74017  
Contact Person: Brittany Welch  
Title: office mgr.  
Phone/Cell: 918-437-7378  
E-Mail: info@pestoffllc.com

Property:

Amount:

54 Pine  
Remove all debris, junk, trash and vegetation -  
make to a mowable state. (See previous page)  
Lot Number 5 in Block Number 7 of the Mayor  
Roach Addition to the Incorporated Town of  
Pryor Creek, Mayes County, State of  
Oklahoma, according to the official Survey and  
Plat thereof.

NOTE: THIS IS NOT FOR DEMOLITION OF  
THE HOUSE.

\$ 1000.00

\$ \_\_\_\_\_

\$ \_\_\_\_\_

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

Public Nuisance Abatement  
City of Pryor Creek Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name: PROXARE LAWN + LANDSCAPE  
Mailing Address: 20285 E HWY 20  
City/State/Zip: CLAREMORE, OK 74019  
Contact Person: ALLEN PROCTOR  
Title: OWNER  
Phone/Cell: 918 625 1294  
E-Mail: PROXARE1957@AOLMAIL.COM

Property:

Amount:

54 Pine

Remove all debris, junk, trash and vegetation -  
make to a mowable state. (See previous page)  
Lot Number 5 in Block Number 7 of the Mayor  
Roach Addition to the Incorporated Town of  
Pryor Creek, Mayes County, State of  
Oklahoma, according to the official Survey and  
Plat thereof.

NOTE: THIS IS **NOT** FOR DEMOLITION OF  
THE HOUSE.

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ 2500<sup>00</sup>

Completion Date:

\_\_\_\_\_

Public Nuisance Abatement  
City of Pryor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name: Wade's Wheeler Service  
Mailing Address: P.O. Box 833  
City/State/Zip: Pryor Ok 74362  
Contact Person: Bronch Wade  
Title: Owner  
Phone/Cell: 918-373-1577  
E-Mail: Wadeswreder@a.tt.net

Property:

Amount:

54 Pine  
Remove all debris, junk, trash and vegetation -  
make to a mowable state. (See previous page)  
Lot Number 5 in Block Number 7 of the Mayor  
Roach Addition to the Incorporated Town of  
Pryor Creek, Mayes County, State of  
Oklahoma, according to the official Survey and  
Plat thereof.

NOTE: THIS IS **NOT** FOR DEMOLITION OF  
THE HOUSE.

\$ 2800<sup>00</sup>

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Completion Date:

7-26-20

## ABATEMENT - Public Nuisance

City of Pryor Creek Oklahoma

### REQUEST FOR QUOTATION

June 17, 2020

The City of Pryor Creek Oklahoma is requesting quotations for removal of all junk, debris, vegetation, small fencing on the property profiles/diagrams/photos as attached.

Your quotations shall be broken out in a lump sum cost for cleanup of the items noted above, as well as restoration of the property to a mowable grade necessary during and after work. Please understand you should consider the property as an independent abatement project it may be taken care of by the homeowner who may intervene, prior to awarding of a notice to proceed. Also, notices to proceed will be awarded to the lowest and best quotation for each property.

*Completed Request for Quotation forms shall be submitted to the City of Pryor Creek Code Enforcement, 12 N. Rowe St., Pryor Creek, Oklahoma, by 5 p.m. on Wednesday July 1, 2020. They may be hand-delivered, mailed, faxed, or scanned and e-mailed.*

Prospective/successful firms or corporations will be acting as an authorized agent of the City of Pryor Creek for abatement of a public nuisance and shall be authorized to access the property to prepare a quotation and to complete the work. The successful firm or corporation will be issued a purchase order in the amount of quotation. This will serve as a notice to proceed.

In addition to the attached abatement profile, prospective firms or corporations need to comply with the following:

- A valid Certificate of Liability Insurance for the firm or corporation showing a minimum general liability coverage of \$1 million per occurrence shall be in file with the City.
- All federal, state and local laws, rules and regulations shall be followed regarding removal and disposal of any hazardous materials such as asbestos, lead-based paint, etc. The quotation submitted shall reflect any anticipated costs for such.
- General working hours for this project will be from 7:00 a.m. to 6 p.m. Monday through Friday, excluding holidays. Work during other hours shall only be done by mutual agreement with the City's Neighborhood Code Enforcement staff.

- All debris shall be disposed of in a state licensed landfill approved to accept such debris.
- The abatement contractor may retain any salvage materials from the site.
- Upon completion of removal of debris, the lot prepared to a mowable restoration level comparable with the existing natural contours.
- The successful firm or corporation, by signing the quotation form attached, hereby represents that it shall hold the City of Pryor Creek, Oklahoma, its employees or agents, harmless from any liability resulting from property damages and/or personal injuries that occur during, or as a result of, the abatement activity.

Should you have any questions, please contact Sheryl Laue, Code Enforcement, at (918) 825-0888, or via e-mail at: [laues@pryorcreek.org](mailto:laues@pryorcreek.org).



Public Nuisance Abatement  
City of Pryor Creek, Oklahoma

QUOTATION SUBMITTAL

Firm or Corporation Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone/Cell: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Property:

Amount:

54 Pine  
Remove all debris, junk, trash and vegetation –  
make to a mowable state. (See previous page)  
Lot Number 5 in Block Number 7 of the Mayor  
Roach Addition to the Incorporated Town of  
Pryor Creek, Mayes County, State of  
Oklahoma, according to the official Survey and  
Plat thereof.

NOTE: THIS IS **NOT** FOR DEMOLITION OF  
THE HOUSE.

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Completion Date:

\_\_\_\_\_

Please attach copy of liability insurance form.

I, as authorized signatory for the above firm, do hereby authorize the City of Pryor Creek, Oklahoma, to consider this quotation for the purchase abatement services as specified. I also agree to hold the City of Pryor Creek, and employees and agents thereof, harmless from liability for personal injuries and/or property damages resulting from any actions performed under arrangements of this quotation submittal.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**City of Pryor Creek, Oklahoma  
Abatement**

**Site Characteristics**

**ADDRESS:** 54 Pine

**LEGAL:** Remove all debris, junk, trash and vegetation – make to a mowable state. (See previous page) Lot Number 5 in Block Number 7 of the Mayor Roach Addition to the Incorporated Town of Pryor Creek, Mayes County, State of Oklahoma, according to the official Survey and Plat thereof.

**OWNER:** City of Pryor Creek

**COMMENTS:** Remove all debris, junk, trash and restore lot to a mowable grade.  
Pictures attached.

**NOTE: THIS IS NOT FOR DEMOLITION OF THE HOUSE.**

**NOTICE OF VIOLATION CONCERNING  
GRASS/WEEDS/BUSHES/TREES OR TRASH  
AND  
ORDER COMMANDING ABATEMENT OF CONDITION**

This Notice is issued by the City of Pryor Creek, Oklahoma to the following individuals or entities under the authority of, and according to the provisions of OKLA. STAT. Tit. 11 § 22-111 and the City Code for the City of Pryor Creek, Oklahoma Section 4-5-2 and 4-5-5.

**NOTICE ISSUED TO THE FOLLOWING PARTIES:**

The **Record Owner(s)** name(s) as set forth in the land records of the **Mayes County Clerk:**  
English Dustin Harris, 54 Pine Street, Pryor Oklahoma

Name(s) and Address(es) of **Record Owner(s)** as shown by current year's tax rolls in office of **County Treasurer:**  
English Dustin Harris, 54 Pine Street, Pryor Oklahoma

Name(s) and Address(es) of **Mortgagees (Mortgage Holders)** as shown by records in the office of the **Mayes County Clerk:**  
English Dustin Harris, 54 Pine Street, Pryor Oklahoma ----

Name(s) and Address(es) of **lien holders, lease holders and other interested parties** as shown by the records of the **Mayes County Clerk:**  
English Dustin Harris, 54 Pine Street, Pryor Oklahoma ---- No liens

Name(s) and Address(es) of known **parties in possession of premises**, if any:  
English Dustin Harris, 54 Pine Street, Pryor Oklahoma

**THE ABOVE LISTED PARTIES ARE HEREBY FORMALLY NOTIFIED AS FOLLOWS:**

- (1) This Notice is regarding that certain property with a street address of:  
54 Pine Street Pryor, Oklahoma 74361
- (2) The Legal description of the above referenced property of which this notice is concerning is:  
Lot Number 5 in Block Number 7 of the Mayor Roach Addition to the Incorporated Town of Pryor Creek, Mayes County, State of Oklahoma, according to the official Survey and Plat thereof.
- (3) The explanation/description of the condition on the property constituting a violation of OKLA. STAT. Tit. 11 §22-111 and/or Section 4-5-2 of the City Code for Pryor Creek is as follows:  
Nuisance of an Accumulation of Trash and Junk , Pictures are provided.
- (4) **PURSUANT TO THIS NOTICE YOU ARE ORDERED TO PERFORM THE FOLLOWING ACTIONS WITHIN TEN (10) DAYS OF THE DATE THIS NOTICE WAS ISSUED:** (Applicable Orders are Checked)
  - A.  Cut/Mow the vegetation located on the property, (excluding only healthy trees, healthy shrubs, or produce for human consumption grown in a tended and cultivated garden), to place the property in compliance with state and local code provisions referenced in paragraph "3" such that none of the vegetation exceeds 12 inches in height.
  - B.  Remove from the property the weeds consisting of the poison ivy, poison oak, poison sumac, or other weed(s) as set forth in paragraph "3" hereof.

**CERTIFICATION OF GIVING OF NOTICE**

The undersigned representative of the City of Pryor Creek hereby certifies that on the 27<sup>th</sup> day of May in the year of 2020 a true and correct copy of this notice was mailed by receipted mailing evidencing the date of mailing to each interested party identified below:

(Indicate the names and addresses of each person to whom Notice was mailed)

Check Here if Notice was also posted on the property.

Sheryl Lane  
Signature of Person Certifying to Notice



**UNITED STATES  
POSTAL SERVICE**

**Certificate Of  
Mailing**

To pay fee, affix stamp or  
meter postage here.



UNITED STATES POSTAGE  
PITNEY BOWES  
02 1P  
\$001.50<sup>0</sup>  
0000886054 MAY 29 2020  
MAILED FROM ZIP CODE 74361

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
This form may be used for domestic and international mail.

**From:** City of Pryor Creek  
\_\_\_\_\_  
Community Development  
\_\_\_\_\_  
P.O. Box 1167  
\_\_\_\_\_  
Pryor, Oklahoma 74362  
\_\_\_\_\_

**To:** ENGLISH DUSTIN HARRIS  
\_\_\_\_\_  
429 N Maple St  
\_\_\_\_\_  
Pryor, OK 74361  
\_\_\_\_\_  
\_\_\_\_\_



PS Form 3817, April 2007 PSN 7530-02-000-9065







May 27, 2020 at 7:37 AM





May 27, 2020 at 7:36 AM



May 27, 2020 at 7:36 AM



May 27, 2020 at 7:36 AM

