

Change Order

No. 1

Date of Issuance: January 10, 2023 Effective Date: January 10, 2023

Project: PRY 21-07	Owner: City of Pryor Creek	Owner's Contract No.:
Contract: WHITAKER PARK TENNIS FACILITY PARKING IMPROVEMENTS		Date of Contract: November 1, 2022
Contractor: Envision Civil Contractors, LLC		Engineer's Project No.: PRY 21-07

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Furnish labor and equipment ONLY to remove existing curb and three feet into the existing asphalt for the length of the entire project. Includes replacement to area with three-foot concrete apron and excavation of proposed four foot concrete sidewalk. MATERIALS are to be supplied by the City of Pryor.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price: \$ 96,290.36

Original Contract Times: Working days Calendar days
Substantial completion (days or date): 60
Ready for final payment (days or date): 60

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ N/A

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: N/A
Substantial completion (days): N/A
Ready for final payment (days): N/A

Contract Price prior to this Change Order: \$96,290.36

Contract Times prior to this Change Order:
Substantial completion (days or date): 60
Ready for final payment (days or date): 60

[Increase] [Decrease] of this Change Order: \$16,832.25

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): 30
Ready for final payment (days or date): 30

Contract Price incorporating this Change Order: \$113,122.61

Contract Times with all approved Change Orders:
Substantial completion (days or date): 90
Ready for final payment (days or date): 90

RECOMMENDED: Steve A. Powell ACCEPTED: _____ ACCEPTED: _____
By: Steve A. Powell, Engineer (Authorized Signature) By: Larry Lees, Mayor, Owner (Authorized Signature) By: _____
Contractor (Authorized Signature)

Date: 1/24/2023 Date: _____ Date: _____

Approved by Funding Agency (if applicable): _____ Date: _____



Proposal

Envision Civil Contractors, LLC

Date: January 22, 2023

Submitted To: City of Pryor Creek
 Street Department & Parks Division
 Infrastructure Solutions Group, LLC

Issued By: **Shawna Jones**
 Envision Civil Contractors, LLC
 20125 Mockingbird Lane E.
 Claremore, OK 74019

Project Number			Project Name		Project Address		
2210			Pryor Creek Whitaker Park Tennis Court Parking lot		Pryor, Oklahoma		
ITEM #	QTY	UNIT	Description	UNIT PRICE	UNIT	Amount	
1	1	LS	Labor	\$5,175.00	LS	\$5,175.00	
2	1	LS	Equipment	\$1,426.00	LS	\$1,426.00	
5						\$0.00	
TOTAL:						\$6,601.00	

Date of Drawings: _____ Addendums: _____

We propose hereby to furnish labor, and equipment ONLY to place 100 feet of curb and a 400 feet x 4 foot x 4 inches concrete sidewalk. This will include labor and equipment ONLY to form and place concrete complete in accordance with provided specifications for the sum of: \$6,601.00

EXCLUDES

Testing, Survey, Bonding, Temporary Fence, and any material required to complete the project.

All work to be completed in a substantial workmanlike manner according to specification submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this proposal. All agreement contingent on strikes, accidents, or delays beyond our control. Owner will carry fire, tornado, or other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation referring to said legal action, as determined by a court of corresponding jurisdiction. Once a payment request is submitted according to the contract terms and a delay was not related to conditions caused by the subcontractor, the subcontractor can charge interest on the account (30) thirty days after the payment request has been submitted and payment has not been received. In addition, the subcontractor has the right to stop work if payment is not received (30) thirty days after request.

<p>Authorized <i>Shawna Jones</i></p> <p>Signature: _____</p> <p>ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p>	<p>Note: This proposal may be withdrawn by us if NOT accepted within 30 days.</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>
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Thank you for your business!
 20125 Mockingbird Lane · Claremore, OK 74019 · (918) 410-9006

TENNIS COURT PARKING

4 – 6"X 21' CURB 1YD CONCRETE **\$135.00**

4 – 12"X 21' GUTTER 2 YDS CONCRETE **\$270.00**

REPLACEMENT CURB ON PARK STREET

Depending on width of entrance

380' X 6" X 4' 29 YDS CONCRETE **\$3915.00**

380' X 6" X 3' 22 YDS CONCRETE **\$2970.00**

GRASS AREA AROUND TELEPHONE POLE

15' X 21' X 4" 4 YDS CONCRETE **\$540.00**

SIDEWALK

360' X 4' X 4" 18 YDS **\$2430.00**

CRUSHER RUN [BASE MATERIAL]

\$1200.00

BOLLARDS

\$200.00

THERE IS A DELIVERY CHARGE OF \$100.00 IF ORDERING UNDER 5 YDS PER ORDER
3500 PSI CONCRETE **\$135.00 PER YARD**

TOTAL **\$8690.00** [ESTIMATE]

REQUEST FOR PROPOSAL

ARCHITECTURAL SERVICES REVIEW AND ANALYSIS

The City of Pryor Creek, Oklahoma seeks proposals from qualified individuals for the performance of an analysis and review of the performance of architectural services rendered in a recent municipal construction project. The project is one for professional services of the submitter and is not subject to competitive bidding requirements.

The City of Pryor has recently completed the construction of a new police and fire emergency services facility. As part of the same project the city completed an addition to its public library. The original estimated cost of the combined projects at the point of entering into the original construction contract of the project was \$XXXX. The final completed cost of the combined project was \$XXXX.

The City seeks to review and analyze the project to determine the factors that resulted in the xxx percentage increase in cost of the project. In this respect the City is seeking to complete three comprehensive reviews; (1) A financial review and analysis of expenditures, (2) A review and analysis of the architectural processes, and (3) A review an analysis of the construction management processes.

This RFP is regarding the architectural component of the project.

Submitter Qualifications for Architectural Review and Analysis:

- Current status as licensed architect in the state of Oklahoma.
- Minimum of 10 years experience as licensed, practicing architect. (not limited to Oklahoma)
- Previous experience in rendering of architectural services relating to construction projects involving municipal or other governmental facilities.

Scope of Review and Analysis:

The scope of the review and analysis requested to be performed is involving the performance of all architectural services involved in the project pursuant to AIA Document B104tm – 2017 Standard Abbreviated Form of Agreement Between Owner and Architect utilized in this project (Exhibit 1).

Review and analysis of the pertinent facts relating to the Architects performance of each obligation of the Architect under each of the paragraphs of the foregoing agreement from the date of its inception on January 15, 2019 through the completion of the contract.

Review and analysis of the pertinent facts relating to the owner's performance of each obligation of the owner under each of the paragraphs of the foregoing agreement from the date of its inception on January 15, 2019 through the completion of the contract.

Form and Contents of Report:

The report shall be in printed, single sided, page numbered, narrative form and supplied to the city in paper copy and electronic copy. 10 bound paper copies of the report with exhibits attached shall be supplied to the City Clerk. An electronic copy in pdf format of the report with all exhibits shall be supplied to the City Clerk for the City of Pryor.

The report shall be organized to provide the information reported in a format corresponding to the order of party obligations and responsibilities set forth in the attached agreement of the parties (Exhibit 1); addressing each paragraph of the contract in sequential order as set forth therein.

The report shall contain an index at the beginning of the report organized in the same manner as described in the preceding paragraph and setting forth the page numbers upon which the review and analysis of each paragraph of the parties' agreement commences.

The report shall set forth a narrative discussion of pertinent facts considered by the reviewer in the analysis of each paragraph of the agreement. Where documentation exists evidencing the facts considered by the reviewer, copies of the documentation shall be attached to the report as number labeled exhibits and cross-referenced in the narrative discussion to identify the related exhibit.

The report shall set forth the reviewers' analysis of the facts and the reviewers opinion(s) as to the satisfactory performance or deficiencies in performance of the obligations or responsibilities of each of the respective parties with respect to the obligations and responsibilities set forth in each paragraph of the parties agreement. Opinions of satisfactory performance or deficiencies of performance set forth by the reviewer shall be stated with reference to applicable standards of industry practices, codes of professional conduct, or other applicable industry rules, principals or guidelines.

Timeline for Completion of Analysis and Report

The time period for completion of the review, analysis and report shall be Six (6) months from the date the project is awarded.

Compensation Schedule

The city recognizes the complexity of the assignment requested under this RFP and the uncertainty attendant to the time required for the completion of the task. With this in mind the proposal should be submitted setting forth the submitter's hourly rate to be charged for the performance of the assignment with a maximum cap on the total charge for the project to the city. Under this structure monthly hourly billings will be paid by the city. The submitter may submit a proposal setting for a flat fee charge for the project in the alternative with proposed terms of payment of the flat fee in one or more payments and setting forth the timing of any such payments requested to be considered by the city in awarding this project.

AIA[®] Document B104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the 15th day of January in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

CITY OF PRYOR CREEK
12 NORTH ROWE
PRYOR CREEK, OKLAHOMA 74362

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

GRABER & ASSOCIATES
2415 E SKELLY DRIVE
TULSA, OKLAHOMA 74105

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

2019 BOND ISSUE PROJECTS

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (3B9ADA53)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

This agreement is for Architect to provide the following services:

1. To provide preliminary design plans and renderings of various projects identified by the City to the Architect. The identification of possible projects by the City to take place in advance of the public's vote on the tax/bond proposal. The list of possible projects being candidates for the list of projects which may be performed with the 2019 City Bond money in the event that the vote to extend the tax for said Bond should pass, and
2. To provide preliminary cost estimates of each such project identified. Such cost estimates to be utilized by the City in making the determination of which particular projects may be placed on the list of projects which may be performed by the City should the bond pass.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000.00

.2 Automobile Liability

\$1,000,000.00

.3 Workers' Compensation

\$1,000,000.00

.4 Professional Liability

\$1,000,000.00

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to

rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services (AS SITUATION REQUIRES) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within 24 (TWENTYFOUR) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's

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budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the

Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any

expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$10,000.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

0

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

SIX AND ONE HALF PERCENT (6.5%) FOR NEW CONSTRUCTION, FIVE AND ONE HALF PERCENT (5.5%) FOR RENOVATION (of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

HOURLY RATE OF STAFF AND ARCHITECT

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

HOURLY RATE OF STAFF AND ARCHITECT

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ONE AND ONE TENTHS percent (1.1 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	TWENTY FIVE	percent (25	%)
Construction Documents Phase	FIFTY FIVE	percent (55	%)
Construction Phase	TWENTY FIVE	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
ARCHITECT	\$150.00
ASSOCIATE	\$ 75.00
CAD OPERATOR	\$ 50.00
SECRETARY	\$ 40.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ONE AND ON TENTHS percent (1.1 %) of the expenses incurred.

§ 11.9 Payments to the Architect

SHOULD BOND FAIL, CITY WILL OWE ARCHITECT FIVE THOUSAND DOLLARS (\$5000.00) FOR PRELIMINARY DESIGN PLANS AND RENDERINGS OF VARIOUS PROJECTS IDENTIFIED BY THE CITY TO THE ARCHITECT

§ 11.9.1 Initial Payment

An initial payment of ZERO (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

%

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this agreement.)

.3 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

PRELIMINARY SCOPE & BUDGET ESTIMETS

.4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Init.

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

J T F
OWNER (Signature)

JIMMY TRAMMELMAYOR
(Printed name and title)

James E Graber
ARCHITECT (Signature)

JAMES E GRABER, ARCHITECT
(Printed name, title, and license number, if required)

REQUEST FOR PROPOSAL

CONSTRUCTION MANAGEMENT SERVICES REVIEW AND ANALYSIS

The City of Pryor Creek, Oklahoma seeks proposals from qualified individuals for the performance of an analysis and review of the performance of construction management services rendered in a recent municipal construction project. The project is one for professional services of the submitter and is not subject to competitive bidding requirements.

The City of Pryor has recently completed the construction of a new police and fire emergency services facility. As part of the same project the city completed an addition to its public library. The original estimated cost of the combined projects at the point of entering into the original construction contract of the project was \$XXXX. The final completed cost of the combined project was \$XXXX.

The City seeks to review and analyze the project to determine the factors that resulted in the xxx percentage increase in cost of the project. In this respect the City is seeking to complete three comprehensive reviews; (1) A financial review and analysis of expenditures, (2) A review and analysis of the architectural processes, and (3) A review an analysis of the construction management processes.

This RFP is regarding the construction management component of the project.

Submitter Qualifications for Architectural Review and Analysis:

- Current registration status by the Department of Real Estate Services of the Office of Management and Enterprise Services for the performance of construction management and consultant services for state agencies pursuant to OKLA. STAT. Tit. 61 § 61-62.
- Minimum of 10 years experience in the field of construction management. (not limited to Oklahoma)
- Previous experience in rendering of construction management services relating to construction projects involving municipal or other governmental facilities.

Scope of Review and Analysis:

The scope of the review and analysis requested to be performed is involving the performance of all construction management services involved in the project pursuant to AIA Document A133tm – 2009 Standard Form of Agreement Between Owner and Construction Manager utilized in this project (Exhibit 1).

Review and analysis of the pertinent facts relating to the Construction Manager's performance of each obligation of the CM under each of the paragraphs of the foregoing agreement from the date of its inception on May 8, 2019 through the completion of the contract.

Review and analysis of the pertinent facts relating to the owner's performance of each obligation of the owner under each of the paragraphs of the foregoing agreement from the date of its inception on May 8, 2019 through the completion of the contract.

Form and Contents of Report:

The report shall be in printed, single sided, page numbered, narrative form and supplied to the city in paper copy and electronic copy. 10 bound paper copies of the report with exhibits attached shall be

supplied to the City Clerk. An electronic copy in pdf format of the report with all exhibits shall be supplied to the City Clerk for the City of Pryor.

The report shall be organized to provide the information reported in a format corresponding to the order of party obligations and responsibilities set forth in the attached agreement of the parties (Exhibit 1); addressing each paragraph of the contract in sequential order as set forth therein.

The report shall contain an index at the beginning of the report organized in the same manner as described in the preceding paragraph and setting forth the page numbers upon which the review and analysis of each paragraph of the parties' agreement commences.

The report shall set forth a narrative discussion of pertinent facts considered by the reviewer in the analysis of each paragraph of the agreement. Where documentation exists evidencing the facts considered by the reviewer, copies of the documentation shall be attached to the report as number labeled exhibits and cross-referenced in the narrative discussion to identify the related exhibit.

The report shall set forth the reviewers' analysis of the facts and the reviewers opinion(s) as to the satisfactory performance or deficiencies in performance of the obligations or responsibilities of each of the respective parties with respect to the obligations and responsibilities set forth in each paragraph of the parties agreement. Opinions of satisfactory performance or deficiencies of performance set forth by the reviewer shall be stated with reference to applicable standards of industry practices, codes of professional conduct, or other applicable industry rules, principals or guidelines.

Timeline for Completion of Analysis and Report

The time period for completion of the review, analysis and report shall be Six (6) months from the date the project is awarded.

Compensation Schedule

The city recognizes the complexity of the assignment requested under this RFP and the uncertainty attendant to the time required for the completion of the task. With this in mind the proposal should be submitted setting forth the submitter's hourly rate to be charged for the performance of the assignment with a maximum cap on the total charge for the project to the city. Under this structure monthly hourly billings will be paid by the city. The submitter may submit a proposal setting for a flat fee charge for the project in the alternative with proposed terms of payment of the flat fee in one or more payments and setting forth the timing of any such payments requested to be considered by the city in awarding this project.

 **AIA**® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 9th day of May in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)
City of Pryor Creek
6 North Adair
Pryor, Oklahoma 74361

and the Construction Manager:
(Name, legal status and address)
CMSWillowbrook, Inc.
1637 S. Boston Ave.
Tulsa, Oklahoma 74119

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

City of Pryor Bond Issue 2018

The Architect:
(Name, legal status and address)
Graber & Associates, PC
2415 E. Skelly Dr.
Tulsa, Oklahoma 74105

The Owner's Designated Representative:
(Name, address and other information)
City of Pryor Creek
Larry Lees, Mayor

The Construction Manager's Designated Representative:
(Name, address and other information)
CMSWillowbrook, Inc.
Bryan Miles, Director

The Architect's Designated Representative:
(Name, address and other information)
Graber & Associates, PC
Jim Graber

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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- 2 **CONSTRUCTION MANAGER'S RESPONSIBILITIES**
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- 9 **DISPUTE RESOLUTION**
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- 11 **MISCELLANEOUS PROVISIONS**
- 12 **SCOPE OF THE AGREEMENT**

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

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

§ 1.3 General Conditions

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

Init.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

§ 2.1 Preconstruction Phase

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

§ 2.1.2 Consultation

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

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

§ 2.1.4 Phased Construction

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

§ 2.1.5 Preliminary Cost Estimates

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

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

§ 2.1.6 Subcontractors and Suppliers

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

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the

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items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

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

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

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

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

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

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

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following

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acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

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

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

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

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

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

§ 2.3.2 Administration

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

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

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

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

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

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§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

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

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

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

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

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

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

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

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

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

½ of 1% of the Cost of Work.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within eight (8) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the

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mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

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

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

All payments are per State Statutes

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

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

§ 5.1.1 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

5.5% of the Cost of Work

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

6%

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

15% Overhead and Profit

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100%) of the standard rate paid at the place of the Project.

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

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

§ 5.2 Guaranteed Maximum Price

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

NA

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

§ 5.3 Changes in the Work

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

Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

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

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

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

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

§ 6.2 Labor Costs

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

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

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

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

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

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§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

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

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

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

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

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

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

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

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

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

§ 6.6 Miscellaneous Costs

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

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

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

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§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

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

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

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

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

§ 6.7 Other Costs and Emergencies

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

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

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

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§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

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

§ 6.10 Related Party Transactions

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

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

§ 6.11 Accounting Records

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

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

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

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

Or as mutually agreed upon by all parties.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
As per State Statutes

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

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5%) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

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

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

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made

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exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

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

As per State Statutes

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Commercial General Liability:	
Each Occurrence	1,000,000.00
Damage to Rented Premises	\$ 100,000.00

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Medical Expense	\$ 5,000.00
Personal & Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products-Completed Operations Aggregate	\$2,000,000.00
Automobile Liability:	\$1,000,000.00 each accident
Combined Single	
Other Coverages:	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$1,000,000.00 aggregate
Worker's Compensation: Provide as per State Law	
Each Accident	\$1,000,000.00
Each Disease - Each Employee	\$1,000,000.00

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

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

The Owner

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the

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Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

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§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

NA

- .4 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

NA

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit A – GMP Amendments as approved

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

 09/26/2019

OWNER (Signature & Date)

Larry Lees, Mayor

(Printed name and title)

 5.8.19

CONSTRUCTION MANAGER (Signature & Date)

Weston DeHart, President

(Printed name and title)

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REQUEST FOR PROPOSAL

CERTIFIED PUBLIC ACCOUNTANT SERVICES REVIEW AND ANALYSIS

The City of Pryor Creek, Oklahoma seeks proposals from qualified individuals for the performance of an analysis and review of the financial aspects of expenditures in a recent municipal construction project. The project is one for professional services of the submitter and is not subject to competitive bidding requirements.

The City of Pryor has recently completed the construction of a new police and fire emergency services facility. As part of the same project the city completed an addition to its public library. The original estimated cost of the combined projects at the point of entering into the original construction contract of the project was \$XXXX. The final completed cost of the combined project was \$XXXX.

The City seeks to review and analyze the financial aspects of billings and expenditures related to the project. In this respect the City is seeking to complete three comprehensive reviews; (1) A financial review and analysis of expenditures, (2) A review and analysis of the architectural processes, and (3) A review an analysis of the construction management processes.

This RFP is regarding the financial component of the project.

Submitter Qualifications for Architectural Review and Analysis:

- Current status as licensed CPA in the state of Oklahoma.
- Minimum of 10 years experience as CPA. (not limited to Oklahoma)
- Previous experience in rendering of CPA services relating to governmental clients, construction projects the construction industry, progress billings, contingency and retainage calculations.

Scope of Review and Analysis:

The scope of the review and analysis requested to be performed is involving analyzing documents related to a construction project conducted by the City of Pryor Creek. Documents will include invoices, progress billings, etc. paid by the City to architects, construction managers and others in relation to the project. These documents will be check for accuracy and completeness (appropriate signatures, dates, etc.) given each type of form. Accountant(s) will also be asked to examine the underlying documents supporting billings received by the City. These will be supplied by the City, City's Construction Mangers and other contractors and vendors directly paid by the City.

Accountant(s) will also examine internal city documents, such as purchase orders, for completeness and accuracy.

A written report of findings (if any) would be prepared and presented to the City Council after completion of the work.

Form and Contents of Report:

The report shall be in printed, single sided, page numbered, narrative form and supplied to the city in paper copy and electronic copy. 10 bound paper copies of the report with exhibits attached shall be

supplied to the City Clerk. An electronic copy in pdf format of the report with all exhibits shall be supplied to the City Clerk for the City of Pryor.

The report shall set forth the reviewers' analysis of the facts and the reviewers opinion(s) as to the findings, if any, noted by the reviewer.

Timeline for Completion of Analysis and Report

The time period for completion of the review, analysis and report shall be Six (6) months from the date the project is awarded.

Compensation Schedule

The city recognizes the complexity of the assignment requested under this RFP and the uncertainty attendant to the time required for the completion of the task. With this in mind, the proposal should be submitted setting forth the submitter's hourly rate to be charged for the performance of the assignment with a maximum cap on the total charge for the project to the city. Under this structure monthly hourly billings will be paid by the city. The submitter may submit a proposal setting for a flat fee charge for the project in the alternative with proposed terms of payment of the flat fee in one or more payments and setting forth the timing of any such payments requested to be considered by the city in awarding this project.

Line Name: Pryor Junction – Pryor City
Line No.: TLN114:00140 **Easement No.:** 27

EASEMENT AND RIGHT OF WAY - ACCESS

On this _____ day of _____, 2022, in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the covenants hereinafter set forth, **City of Pryor Creek**, whose address is PO Box 1167, Pryor, Oklahoma 74362, ("Grantor"), whether one or more persons, hereby grants, sells, conveys, and warrants to **Public Service Company of Oklahoma**, a(n) Oklahoma corporation, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, ("AEP") and its successors, assigns, lessees and tenants a temporary easement and right of way ("Easement") now or in the future for ingress and egress, to, from, over, and across land of the Grantor using existing roads or lanes or such roads or lanes as Grantor may hereafter construct thereon, or in advance of or in the absence of such roads and lanes across such reasonable routes as AEP may select. Such access rights are for the purpose of constructing, maintaining, repairing, renewing and/or removing electric transmission, distribution, and communication lines of AEP in the vicinity of the land of Grantor in the South 1020.72 feet of the Southeast Quarter of the Southeast Quarter lyinh East of U.S. Highway 69 of Section 6, and the South 1020.72 feet of the West Half of the Southwest Quarter of the Southwest Quarter of Section 5, Township 21 North, Range 19 East of the Indian Meridian, Mayes County, Oklahoma. The term of this temporary access easement shall commence on the _____ day of _____, 2023 and continue in effect until the completion of the project or _____, 20__, whichever is later.

Grantor claims title by the instrument dated 11/27/2007 and recorded in Book 1113, Page 1 of the Mayes County Recorder's Office.

The Easement Area is more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof. ("Easement Area").

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS:

The right, in AEP’s discretion, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means any and all trees, overhanging branches, vegetation or brush situated within the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

It is understood and agreed between the parties that:

The Access route may at the option of AEP, be improved by grading and /or the application of a stone base as may be necessary. The road or lane shall be of sufficient width for vehicular access, but in no event shall the traveled surface exceed _____ () feet in width. A vehicle turn around, if needed, will be placed at the end of the road or lane, the turn around will not to exceed _____ () feet in length and width.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

AEP agrees to repair or pay the Grantor for actual damages sustained by Grantor to crops that are permitted herein, fences, gates, irrigation and drainage systems, drives, or lawns, when such damages arise out of AEP's exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

Any remaining space on this page left intentionally blank. See next page for signatures.

GRANTOR

The City of Pryor Creek

By: _____

Title: _____

STATE OF OKLAHOMA)

COUNTY OF _____) SS:

This Instrument was acknowledged before me on the _____ day of _____, 2023, by _____, _____ of City of Pryor Creek, on behalf of said agency

Notary Public

Notary Public (Print/Type Name)

My Commission Expires: _____

Exhibit "A"





Coats, Darla <coatsd@pryorcreek.org>

PSO Pryor Junction - Pryor City Transmission Line Rebuild Project Temporary Access Road

Kim Ritchie <kritchie@rrmalaw.com>
To: Larry Lees <leesl@pryorcreek.org>
Cc: coatsd@pryorcreek.org

Mon, Jan 23, 2023 at 7:11 PM

I have no issues with this. Looks fine.

K. Ellis Ritchie
Attorney & Managing Partner
Ritchie, Rock & Atwood Law Firm

[888-848-4558](tel:888-848-4558)

kritchie@rrmalaw.com

www.rrmalaw.com

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----- Reply Above -----
[Quoted text hidden]

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 4C, BY THE ADDITION OF A NEW SECTION 12 REGARDING PROHIBITION OF “OCCUPATION OF RECREATIONAL TYPE TRAILERS OR RECREATIONAL VEHICLES AS LIVING QUARTERS”; AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, THE CITY COUNCIL FINDS IT IN THE BEST INTEREST OF THE PUBLIC FOR PURPOSES OF PROTECTION OF THE SAFETY, HEALTH AND WELFARE OF THE PUBLIC TO REGULATE THE USE OF RECREATIONAL TYPE TRAILERS OR RECREATIONAL VEHICLES AS LIVING QUARTERS WITHIN THE CORPORATE CITY LIMITS OF THE CITY.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, TO-WIT:

SECTION 1.

Title 5, Chapter 4C, of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended by the addition of a new section 5-4C-12 to read as follows, to-wit: (deletions indicated by strike through and additions indicated by underline)

5-4C-12 OCCUPATION OF RECREATIONAL TYPE TRAILERS OR RECREATIONAL VEHICLE AS LIVING QUARTERS PROHIBITED

Occupation as temporary or permanent living quarters of camping trailers, travel trailers, motor homes or other recreational type vehicles or trailers parked or stored within the corporate city limits is hereby prohibited except as may be otherwise authorized by another provision of this City Code.

It shall not be a violation of this provision for family members or guests of a property owner of property within the corporate city limits to temporarily occupy a camping trailer, travel trailer, motor home or other recreational type vehicle or trailer which is otherwise lawfully parked upon the property of the property owner for a period of not to exceed seven (7) days in any thirty (30) day time period.

It is the stated intent of this provision to prohibit the extended occupation of camping trailers, travel trailers, motor homes or other recreational type vehicles or trailers for purposes of living quarters except in those areas of the City in which it is allowed by applicable zoning.

The Mayor or the Mayor’s designee may wave the restrictions of this section during a declared state of emergency to meet the public needs during any such emergency.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY.

If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent

jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ___ day of _____, 2023

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2023

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 4C, BY THE ADDITION OF A NEW SECTION 13 REGARDING THE PROHIBITION OF OBSTRUCTIONS OF TRAVEL AND VIEW BY REASON OF PARKING OR STORAGE OF VEHICLES, TRAILERS, MOTORHOMES, RV'S, STORAGE UNITS OR OTHER PORTABLE UNITS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, THE CITY COUNCIL FINDS IT IN THE BEST INTEREST OF THE PUBLIC FOR PURPOSES OF PROTECTION OF THE SAFETY, HEALTH AND WELFARE OF THE PUBLIC TO REGULATE THE PARKING AND STORAGE OF VEHICLES, TRAILERS, MOTORHOMES, RV'S, STORAGE UNITS OR OTHER PORTABLE UNITS IN SUCH A MANNER AS TO OBSTRUCT TRAVEL OR VIEW WITHIN THE CORPORATE CITY LIMITS OF THE CITY.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, TO-WIT:

SECTION 1.

Title 5, Chapter 4C, of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended by the addition of a new section 5-4C-13 to read as follows, to-wit: (deletions indicated by strike through and additions indicated by underline)

5-4C-13 PARKING OR STORAGE OBSTRUCTING PUBLIC WAY OR VIEW

- A. The parking or storage of any vehicle, trailer, motorhome, RV, storage unit or other portable unit shall be prohibited to occur in such a manner as to block or obstruct travel or access on any alleyway, public road, public sidewalk, driveway, public right-of-way or utility easement.
- B. The parking or storage of any vehicle, trailer, motorhome, RV, storage unit or other portable unit shall be prohibited to occur in such a manner as to block the view of traffic traveling upon the streets or at intersections in such a manner as to create an unsafe condition for the traveling public.
- C. The parking or storage of any vehicle, trailer, motorhome, RV, storage unit or other portable unit shall be prohibited to occur in such a manner as to block the view of traffic to detect and avoid pedestrians or bicyclists traveling upon the city sidewalks or crosswalks.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3 SEVERABILITY.

If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent

provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Passed and Approved by the Council of the City of Pryor Creek, Oklahoma, in regular session on this ___ day of _____, 2023

ATTEST:

LARRY LEES, MAYOR

EVA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, 2023

**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, JANUARY 17TH, 2023 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. 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 Dennis Nance. Roll Call was conducted by Deputy Clerk Darla Coats. Council members present included Terry Lamar, Choya Shropshire, Dennis Nance, Steve Smith, Evett Barham, Chris Gonthier, Lori Siever. Members absent: 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, Street Superintendent Buddy Glenn and Library Director Cari Rerat.

Others present: Police Captain Kevin Tramel, Police Sergeant Dustin VanHorn, Steve Powell, CMS Willowbrook representatives Mo Harris and Brenna Wells, Houston Brittain, Zac Doyle, Marshel Morrison, Bruce Smith, Angela Smith, Jeanette Anderson, Charles Tramel, Autumn Graybill, Gilbert Graybill, Doug Barham, JoEllen Williams, Terry Aylward and Kemmie Shropshire.

Mayor asked everyone to remain standing as Chief Dennis Nichols announced that Michael Coatney passed away that morning. A moment of silence was recognized in his memory.

2. PETITIONS FROM THE AUDIENCE. (LIMITED TO 5 MINUTES, MUST REQUEST IN ADVANCE.)

There were no petitions.

3. DEPARTMENT HEAD REPORTS IF NEEDED:

a. Building Inspector

No report.

b. Emergency Management

Janzen reported that we have already had some active storms, so he wanted to remind citizens about storm notifications. He stated that there are seven sirens inside the city limits, but they are for outdoor notification only. They are not intended to be heard indoors. WEA alerts are for severe events. He reminded everyone to go to the County website and sign up for CodeRED, if they have not already done so. He stated that we can expect an active storm season, since there have been warm and cold days back and forth.

c. Fire

Young reported that they are working on starting training sessions and will get to use their new training room.

d. Golf

No report.

e. Library

Rerat handed out a statistics sheet. She pointed out that the December numbers do not look impressive until you realize they were only open for four days that month. She reported that their Welcome Home party will be this Thursday from 5:30 – 8:00 p.m. There will be a STEM activity a week from Thursday, and participants will need to register for it. She thanked the Street Department for their work on the one-way signs in the library parking lot.

f. Parks / Cemetery

No report.

g. Police

Nichols announced that Mike Coatney's memory will live on in the Pryor Creek Police Department, as his son-in-law, Trent Humphrey, is one of Nichols' officers. Nichols stated that the police and animal shelter numbers are included in the packet.

h. Recreation Center

No report.

i. Street

Glenn reported that they are in winter mode. They are trimming trees. The street sweeper is working again, so they are running it as they can. They have done about 900 feet of ditch-dipping. They take care of pothole patching on Fridays.

4. MAYOR'S REPORT:

a. Report regarding the new tennis court parking lot construction.

No action. Mayor spoke regarding the issue and asked Steve Powell to speak to it, as well. Powell stated that the project was done to specifications and was not done incorrectly. The design did not meet the city's goal. The contractor is available to come back in February and will change the parking lot to fit the city's needs. He stated that the sidewalk will be relocated in order to give enough space for longer vehicles to park.

Lamar stated he had received several citizen complaints about it. He stated that the parking lot on Locke Street has the same issue and should be fixed as well.

b. Discussion and possible action regarding Pay Application #2 for the 2022 Whitaker Park Tennis Facility Parking Improvement Project in the amount of \$26,467.44 from Parks Capital Outlay Account #44-445-5415.

Motion was made by Shropshire, second by Smith to approve Pay Application #2 for the 2022 Whitaker Park Tennis Facility Parking Improvement Project in the amount of \$26,467.44 from Parks Capital Outlay Account #44-445-5415. Voting yes: Shropshire, Nance, Smith, Barham, Siever. Voting no: Lamar and Gonthier.

c. Report regarding the Library inspection walk through by our Building Inspector and our City Engineer.

No action. A report was provided to each councilor. Powell stated that he was overall happy with the project. CMSWillowbrook representatives, Mo Harris and Brenna Wells, spoke to the list of needs. Some items have already been handled, some are CMS's responsibility and will be taken care of, and some will be the city's responsibility.

A five-minute break took place, and Council resumed at 7:17 p.m.

Mayor moved to Item 4.g.

g. Discussion and possible action regarding approval to pay the CMSWillowbrook Application and Certificate for Payment #23 in the amount of \$652,943.85 from the ARPA (05) fund regarding the Emergency Center and Library Expansion project.

Motion was made by Shropshire, second by Barham to approve paying the CMSWillowbrook Application and Certificate for Payment #23 in the amount of \$652,943.85 from the ARPA (05) fund regarding the Emergency Center and Library Expansion project.

Questions regarding line items on the pay application took place, and Harris and Wells answered each one. Voting yes: Shropshire, Nance, Smith, Barham, Siever. Voting no: Gonthier and Lamar.

Mayor moved back to Item 4.d.

d. Report and update from Ad Hoc Audit committee.

No action. Lamar and Shropshire spoke regarding their work as the Ad Hoc Audit committee. Lamar stated that they are unable to find a template for the RFP anywhere, so they are doing their best to build it from scratch. They have some draft language but they would like input from the other councilors regarding what they want included. Lamar anticipates that there will need to be a special Council meeting to discuss this in-depth. He also stated that they will likely need to reach out to the City Accountant and City Attorney for assistance.

e. Discussion and possible action regarding Audit RFP draft language.

Motion was made by Lamar, second by Smith to take no action regarding Audit RFP draft language. Lamar stated that they are not ready for this yet. Voting yes: Nance, Smith, Barham, Gonthier, Siever, Lamar, Shropshire. Voting no: none.

f. Discussion and possible action regarding engagement in nationwide advertising regarding marketing of our old Police Station.

Motion was made by Shropshire, second by Smith to approve engagement in nationwide advertising regarding marketing of our old Police Station. Voting yes: Smith, Barham, Gonthier, Siever, Lamar, Shropshire, Nance. Voting no: none.

Mayor moved to the Consent Agenda.

6. DISCUSSION AND POSSIBLE ACTION 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 January 3rd, 2023 Council meeting.
- b. Approve payroll purchase orders through January 20th and February 3rd, 2023.
- c. Approve claims for purchase orders through January 17th, 2023.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	2220221733 - 2220221756	182,627.25
COVID REIMBURSEMENT	2220221758	652,943.85
STREET & DRAINAGE	2220221756 – 911345B	12,856.04
GOLF COURSE	2220221688 – 911301B	13,165.57
CAPITAL OUTLAY	2220221430 – 911294B	46,198.31
REAL PROPERTY ACQUIS.	2220221740	1,200.00
RECREATION CENTER	2220221668 - 2220221677	9,806.30
DONATIONS AND EARMARKED	2220221652 - 2220221656	751.89
TOTAL		919,549.21
BLANKETS		
911352B	WEX BANK	30,000.00
911353B	RITCHIE & ATWOOD PLLC	26,250.00
TOTAL		56,250.00

- d. Acknowledge receipt of deficient purchase orders.
There were no deficient purchase orders.
- e. Approve October 2022 Appropriations Requests.
- f. Approve November 2022 Appropriations Requests.
- g. Discussion and possible action regarding renewal of Engine Inspection, Maintenance, and Repair Agreement with United Engines for Emergency Standby Equipment in the amount of \$2,471.00 for generator at City Hall from General Repair and Maintenance Account #02-201-5091.
- h. Discussion and possible action approving Mayor Lees and Cari Rerat, Library Director, to sign "Agreement for 2023 State Aid Recipients" and acceptance of grant funds for the Thomas J. Harrison Pryor Public Library in the amount of \$7,851.00 from the State of Oklahoma 2023 Oklahoma Department of Libraries State Aid, to be received into Library Special Cash Account #92-000-4233.
- i. Discussion and possible action regarding allowing the Friends of the Library to host Meet and Greet events for the February General Election candidates at the Graham Community Building, and waive the rental fees on February 3rd, 6th and 9th, 2023.
- j. Discussion and possible action regarding approval to appoint Douglas Alan Davis as MESTA Board Trustee #10.
- k. Discussion and possible action regarding beginning the hiring process for the Pryor Creek Recreation Center Director position which will be vacant April 7th, 2023. The job will be posted for three weeks from January 18th, 2023 until February 7th, 2023.
- l. Discussion and possible action regarding the contract between Green Country Swim Club and the Pryor Creek Recreation Center.
- m. Discussion and possible action regarding waiving the fee for rental of the Graham Community Building on January 11th, 2023 for an emergency request from Mayes County HOPE to host their annual awards luncheon.
- n. Discussion and possible action regarding hiring Shaina Paige Turner to fill the open part-time Library Assistant - Computer Lab position at the Thomas J. Harrison Pryor Public Library effective January 18th, 2023. Filling this position was approved at the November 15th, 2022 Council meeting and is budgeted at \$10.11 per hour per the City's pay plan.
- o. Discussion and possible action regarding an expenditure in the amount of \$3,120.00 to Openpath Security for cloud-based access control subscription for the Police and Fire Emergency Services Center; \$720.00 to be paid from Fire Repair and Maintenance Account #02-217-5091 and \$2,400.00 to be paid from Police Technology Account #02-215-5260.

Motion was made by Smith, second by Barham to approve items a – o, less items c, e f, j and n. Voting yes: Barham, Gonthier, Siever, Lamar, Shropshire, Nance, Smith. Voting no: none.

Mayor moved to Item 6.n.

n. Discussion and possible action regarding hiring Shaina Paige Turner to fill the open part-time Library Assistant - Computer Lab position at the Thomas J. Harrison Pryor Public Library effective January 18th, 2023. Filling this position was approved at the November 15th, 2022 Council meeting and is budgeted at \$10.11 per hour per the City's pay plan.

Motion was made by Shropshire, second by Lamar to approve hiring Shaina Paige Turner to fill the open part-time Library Assistant - Computer Lab position at the Thomas J. Harrison Pryor Public Library effective January 18th, 2023. Filling this position was approved at the November 15th, 2022 Council meeting and is budgeted at \$10.11 per hour per the City's pay plan. Council members welcomed Turner to the Library. Voting yes: Gonthier, Siever, Lamar, Shropshire, Nance, Smith, Barham. Voting no: none.

Mayor moved back to Item 6.c.

c. Approve claims for purchase orders through January 17th, 2023.

Motion was made by Smith, second by Shropshire to approve claims for purchase orders through January 17th, 2023, with the amendment to Purchase Order #2220221732. Lamar pointed out that the credit card service charge shown on the invoice was not included on the purchase order amount. Gonthier had questions regarding two purchase orders, which were answered. Voting yes: Siever, Lamar, Shropshire, Nance, Smith, Barham, Gonthier. Voting no: none.

e. Approve October 2022 Appropriations Requests.

Motion was made by Lamar, second by Nance to approve October 2022 Appropriations Requests. Voting yes: Lamar, Shropshire, Nance, Smith, Barham, Gonthier, Siever. Voting no: none.

f. Approve November 2022 Appropriations Requests.

Motion was made by Lamar, second by Nance to approve November 2022 Appropriations Requests. Voting yes: Shropshire, Nance, Smith, Barham, Gonthier, Siever, Lamar. Voting no: none.

j. Discussion and possible action regarding approval to appoint Douglas Alan Davis as MESTA Board Trustee #10.

Motion was made by Shropshire, second by Smith to approve appointing Douglas Alan Davis as MESTA Board Trustee #10. Voting yes: Nance, Smith, Barham, Gonthier, Siever, Lamar, Shropshire. Voting no: none.

5. CITY ATTORNEY'S REPORT:

a. First reading of an ordinance amending Title 5, Chapter 4C, by the addition of a new section 12 regarding prohibition of "Occupation of Recreational Type Trailers or Recreational Vehicles as Living Quarters"; and providing for repealer and severability.

Motion was made by Nance, second by Shropshire to waive the first reading of an ordinance amending Title 5, Chapter 4C, by the addition of a new section 12 regarding prohibition of "Occupation of Recreational Type Trailers or Recreational Vehicles as Living Quarters"; and providing for repealer and severability. Voting yes: Smith, Barham, Gonthier, Siever, Lamar, Shropshire, Nance. Voting no: none.

b. First reading of an ordinance amending Title 5, Chapter 4C, by the addition of a new section 13 regarding the prohibition of obstructions of travel and view by reason of parking or storage of vehicles, trailers, motorhomes, RV's, storage units or other portable units; and providing for repealer and severability.

Motion was made by Barham, second by Shropshire to waive the first reading of an ordinance amending Title 5, Chapter 4C, by the addition of a new section 13 regarding the prohibition of obstructions of travel and view by reason of parking or storage of vehicles, trailers, motorhomes, RV's, storage units or other portable units; and providing for repealer and severability. Voting yes: Barham, Gonthier, Siever, Lamar, Shropshire, Nance, Smith. Voting no: none.

Mayor moved to Item 8.

8. UNFORESEEABLE BUSINESS.

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

Discussion and possible action regarding approval of an expenditure for repairs, as an emergency, to an automatic overhead door at the South Elliott & 9th Street, Pryor Creek Fire Station as proposed by Overhead Door Company of Tulsa, Inc. in the amount of \$3,532.00 to be paid from Fire Department Repair and Maintenance Account #02-217-5091.

Motion was made by Lamar, second by Smith to approve an expenditure for repairs, as an emergency, to an automatic overhead door at the South Elliott & 9th Street, Pryor Creek Fire Station as proposed by Overhead Door Company of Tulsa, Inc. in the amount of \$3,532.00 to be paid from Fire Department Repair and Maintenance Account #02-217-5091. Voting yes: Gonthier, Siever, Lamar, Shropshire, Nance, Smith, Barham. Voting no: none.

7. COMMITTEE REPORTS:

a. Budget and Personnel (Shropshire)

Shropshire reported that the next Budget and Personnel Committee meeting will be Tuesday, February 14th, 2023.

b. Ordinance and Insurance (Shropshire)

Shropshire had nothing to report.

c. Street (Smith)

Smith reported that the next Street Committee meeting will be next Tuesday, January 24th, 2023.

Mayor moved back to Mayor's Report, Item 4.h.

4. MAYOR'S REPORT:

h. Discussion and possible action regarding an Executive Session for the purpose of discussing the possible purchase of property for public drainage purposes. (25 O.S. § 307 (B) (3))

Motion was made by Lamar, second by Gonthier to enter Executive Session at 9:18 p.m. for the purpose of discussing the possible purchase of property for public drainage purposes. (25 O.S. § 307 (B) (3)). Voting yes: Siever, Lamar, Shropshire, Nance, Smith, Barham, Gonthier. Voting no: none.

i. Consider resuming regular session. No action taken during Executive Session.

Motion was made by Gonthier, second by Smith to resume regular session at 9:40 p.m. No action taken during Executive Session. Voting yes: Lamar, Shropshire, Nance, Smith, Barham, Gonthier, Siever. Voting no: none.

9. ADJOURN.

Motion was made by Smith, second by Gonthier to adjourn. Voting yes: Shropshire, Nance, Smith, Barham, Gonthier, Siever, Lamar. Voting no: none.

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 9:41 p.m.

2. APPROVE MINUTES OF JANUARY 3RD, 2023 MEETING.

Motion was made by Smith, second by Gonthier to approve minutes of January 3rd, 2023 meeting. Voting yes: Nance, Smith, Barham, Gonthier, Siever, Lamar, Shropshire. 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 Smith, second by Nance to adjourn. Voting yes: Smith, Barham, Gonthier, Siever, Lamar, Shropshire, Nance. Voting no: none.

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

MINUTES WRITTEN BY DEPUTY CLERK DARLA COATS



Dennis Nichols
Chief of Police

James Willyard
Assistant Chief of Police

PRYOR CREEK POLICE DEPARTMENT

February 2, 2023

Chief Dennis Nichols
504 E. Graham Ave
Pryor, Ok. 74361

Mayor Larry Lees
12 N. Rowe
Pryor, Ok 74361

Chief Nichols,

Please accept this letter as my formal notice that I will be retiring from the Pryor Creek Police Department, effective March 3, 2023.

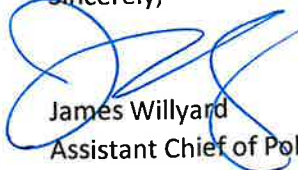
I am grateful to have served under your leadership and to have been able to learn under someone who is such a dedicated servant to the citizens of Pryor Creek. You hired a 22-year-old kid, and this department has been a home to myself and my family for 21 years.

Thank you to the citizens of Pryor, Mayor Lees, and the city council for allowing me to serve in my hometown. Thank you to the ladies at city hall for putting up with me during my eight years of administration.

Most importantly, thank you to the Pryor Police Officers who have the courage every day to stand up for what is right. Police work is so misunderstood and underappreciated, yet you show up and try to make a difference. You will always have my support, gratitude, and admiration. I am honored to have been fortunate enough to serve with you.

I have accepted an opportunity to continue my service in law enforcement as an agent, with a state law enforcement agency, where I will still be covering northeast Oklahoma. I look forward to working with you, the community, and the department in the future.

Sincerely,



James Willyard
Assistant Chief of Police

FIRE PROTECTION CONSULTING, INC.

4709 ROUNDUP ROAD
EDMOND, OK 73034
CELL (405) 250-4296
FIRE_CONSULT@COX.NET

J.C. CARROLL

MISSION STATEMENT

OUR PURPOSE IS TO OFFER CREATIVE AND PRACTICAL SERVICES WITH INTEGRITY AND HONESTY. ALL CLIENTS WILL RECEIVE COMPLETE SATISFACTION THROUGH THE PROFESSIONAL APPLICATION OF PROGRESSIVE APPROACHES IN FIRE, SAFETY, AND ENGINEERING RELATED ISSUES.

Join other Communities and Agencies in obtaining the services of Fire Protection Consultants at **NO COST TO YOU**. Pass the burden of the cost on to the private sector subcontracting companies, who are making money for a living.

An astonishing misconception is that all building construction, fire sprinkler, fire alarm, and fire suppression systems are constructed and installed properly. And best of all the entire price involved in hiring a consultant can be passed on to the fire sprinkler, fire alarm, architecture, builder, and other types of companies through the Technical Assistance acknowledgement in the IFC, IBC, and NFPA; or permits, plan review fees, and/or ordinances, etc.

Life Safety is a growing concern of all responsible facets, from the design company to the final acceptance test required by the Authority Having Jurisdiction. Knowledge and facts concerning the design and installation requirements is paramount.

We offer competitive prices as compared to other agencies and/or companies. We perform on-site walkthroughs during installation to verify code compliance.

• CLIENTELE •

- City of Adair
- Del City Fire Department
- El Reno Fire Department
- City of Goldsby
- City of Marietta
- Muskogee Fire Department
- Oklahoma State Fire Marshal
- Ponca City Fire Department
- City of Sapulpa
- University of Central Oklahoma
- Ardmore Fire Department
- City of Duncan
- Enid Fire Department
- City of McCord
- Vandelay (Google)
- Mustang Fire Department
- City of Nichols Hills
- City of Piedmont
- Pryor Fire Department
- The Village Fire Department

JC Carroll

Fire Protection Consulting, Inc.

- Weatherford Fire Department
- Lone Grove Fire Department
- Newklrk Fire Department
- City of Atoka
- Fairview Fire Department
- Lone Grove Fire Department
- Forest Park Fire Department
- Fort Gibson Fire Department

- The District (Mid America Industrial Park)
- The City of Pawhuska
- Perry Fire Department
- The Town of Thackerville
- McAlester Fire Department
- Broken Bow Fire Department
- Choteau Fire Department

• SERVICES •

- | | |
|--|---|
| • International Building Code Plan Review | • International Fire Code Review |
| • International Existing Building Code Review | • Fire Sprinkler Plan Review |
| • Fire Alarm Plan Review | • Fire Suppression Plan Review |
| • On-Site Assessment and Walkthroughs | • Code and Regulation Interpretation |
| • Hazardous Materials Analysis | • Carbon Monoxide Analysis and Review |
| • Carbon Dioxide Analysis and Review | • Smoke Control Plan Review |
| • Access Control Plan Review | • Tornado/Storm/Hardened Area Plan Review |
| • Medical Marijuana Assessment and Plan Review | |

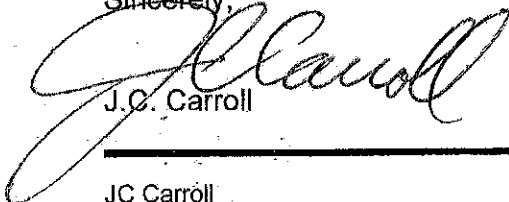
JC Carroll has a Bachelor's Degree in Fire Protection and Safety Engineering from Oklahoma State University. He worked for Citgo Petroleum in the Safety and Environmental Department. He was a Design Manager for Universal Sprinkler Corporation in Houston, Texas and Austin, Texas. JC worked as the Fire Protection Engineer for the Midwest City Fire Department for several years. Currently, he works as a Major for Midwest City Fire Department and has been with Midwest City for over 25 years. He has worked for the Oklahoma State Fire Marshal's Office for over 23 years. In addition, approximately 33 cities, fire departments, and entities throughout the State of Oklahoma use his services to assist in the plan review and inspection process. He has worked in the industry for over 27 years.

SUMMARY

Thank you for your serious consideration of our services. After you have had a chance to review our services feel free to contact me to discuss if our services would meet any of your business needs now or in the future. I look forward to hearing from you.

For additional information on services available, sample projects, and estimated pricing please contact us at (405) 509-2157 (office) or (405) 250-4296 (cell).

Sincerely,



J.C. Carroll

JC Carroll

Fire Protection Consulting, Inc.

Fire Protection Consulting, Inc

SERVICES AVAILABLE AND PRICING AS OF 1/1/22

Fire Sprinkler, Fire Alarm, Fire Suppression, and Carbon Monoxide, and Smoke Control Plan Review

- \$0.02 per square foot (Minimum of \$50)

On-Site Fire Sprinkler, Fire Suppression, and Fire Alarm, and Carbon Monoxide, and Smoke Control Walkthrough

- \$250.00 – 50% Walkthrough
- \$250.00 – 100% Walkthrough
- **Additional on-site inspection(s) due to non-compliance with applicable codes and/or deviations from approved plans will be billed at \$400 per visit.**

Access Control Plan Review

- \$50 per door/doors

On-Site Access Control Walkthrough

- \$250 – 100% Walkthrough
- **Additional on-site inspection(s) due to non-compliance with applicable codes and/or deviations from approved plans will be billed at \$400 per visit.**

Carbon Dioxide Plan Review

- \$250 per system

On-Site Carbon Dioxide Walkthrough

- \$250 – 100% Walkthrough
- **Additional on-site inspection(s) due to non-compliance with applicable codes and/or deviations from approved plans will be billed at \$400 per visit.**

Building Construction Plans Review

- \$0.10 per square foot (Minimum of \$250)

On-Site Building Walkthrough

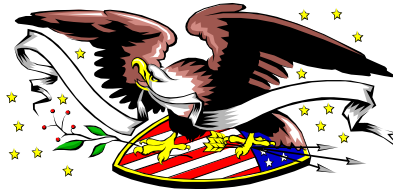
- \$250.00 – 50% Walkthrough
- \$250.00 – Final Walkthrough
- **Additional on-site inspection(s) due to non-compliance with applicable codes and/or deviations from approved plans will be billed at \$400 per visit.**

On-Site Assessment

- \$50 per hour to include drive time

Carl Ables, Sr.

Randy Vogel



Carl Ables, Jr.

Randy Koppenhaver

ARCHITECTURAL FLOORING, L.L.C.

P.O. Box 846 / 31 S. Adair

Pryor, Oklahoma 74362

Phone: (918) 824-8544

Cell: (918) 637-8180

January 3, 2023

To: Pryor Public Library

Ref: Quote Due to Water Damage

Cari,

The cost to replace the green carpet areas with new blue carpet is \$11,180.00.

The cost to change the Local History area to LVT would be an add of \$2,741.00.

These estimates include demo and furniture moving.

To install storage room LVT would be a labor minimum charge of \$150.00.

Thank you,

Carl Ables



918.637.6634

CAROOFINGCONSTRUCTION.COM

C&A Roofing and Construction, LLC
 838 W. Will Rogers Blvd
 Claremore, OK 74017

www.carooofingconstruction.com

Customer Information

Pryor Public Library Cari Rerat 505 E Graham Ave Pryor OK 74361	918-825-0777 reratc@pryorlibrary.org	Date: 01/13/2023 Rep: Steven Doolittle
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Removal/Prep

Remove Vinyl/Laminate flooring and dispose	1125 Square Foot
Remove glue down carpet	1775 Yards
Full dumpster	1 Each

Commercial Carpet

Install new glue down carpet tiles (\$2.00 SF budget)	3000 Square foot
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Total

Sub-total:	\$18,200.00
Total	\$18,200.00

918.637.6634

CAROOFINGCONSTRUCTION.COM

Customer Information

Pryor Public Library Cari Rerat
505 E Graham Ave
Pryor OK 74361

918-825-0777
reratc@pryorlibrary.org

Date: 01/13/2023
Rep: Steven Doolittle

Total Contract Amount	\$18,200.00
Deposit	\$9,100.00
Deposit Form of Payment	
Balance Due	\$9,100.00
Balance Form of Payment	



TERMS & CONDITIONS

50% Deposit is due at execution of the contract. Weekly draw payments will be due each Thursday based on completion of project (if applicable). Final payment is due in full at completion of project. Only work listed above is included. Any other work needed or on job complications will be charged at that time with consent of client. Sign and return contract and deposit to be added to the work schedule. 3.75% credit card fee will be added if paid by card.

Contract Requirements and Exclusions:

The following are to be excluded from any amendment to this proposal; extensive floor prep, including leveling of uneven slab joints and or holes in slab larger than typical bullet holes, floor float, wall float, wax, sealants, membranes, lathe and plaster, green board, concrete board, removal of existing adhesive and patch compounds, demolition, removal of existing base, quarter round, off hour work, holiday work, and overtime. Prep above and beyond these exclusions will be done at \$55 per man per hour plus \$30 dollars per bag of patch used. All commercial applications to be cement based gray patch compounds. ***All bids are valid for no longer than 15 days from the date of quote submitted. This proposal is considered an amendment to any future contract including the exclusions within.

Pryor Public Library Cari Rerat

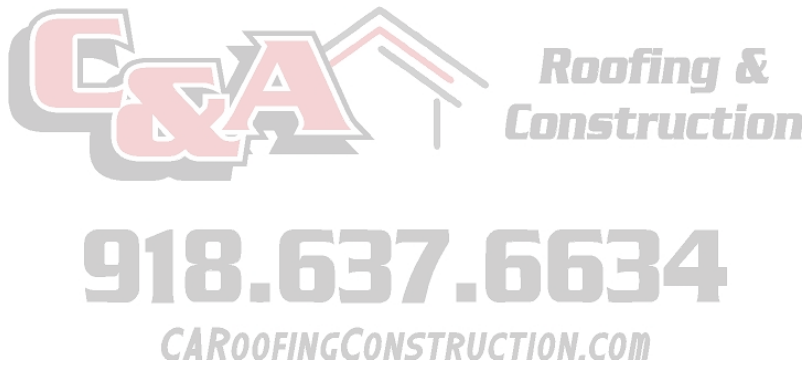
Steven Doolittle

01/13/2023

01/13/2023

Date

Date



ESTIMATE

Estimate Number 94
 Creation Date 1/9/23

PREPARED FOR:

Pryor Library
 505 E Graham Ave
 Pryor OK
 918-825-0777

Ram Interiors Flooring & Design
 8751 N 117 E Ave, Suite I
 Owasso, OK 74055
 918-973-9994
 RamInteriors.
 FlooringDesign@gmail.com

DESCRIPTION	QUANTITY	RATE (\$)	TOTAL (\$)
Commercial carpet demo	2,705	0.55	1,487.75
Floor scrape prep. (Does not include any patch-self leveling.	1	750.00	750.00
Concorde Royal Blue commercial carpet squares	1,756	2.45	4,302.20 +Tax
Concorde commercial carpet squares installation	1,728	0.79	1,365.12
J&J Harwood commercial glue down LVT (library to supply flooring material prior to scheduled demo installation) **minimal flooring required 1215sqft**	1	0.00	0.00
J&J Harwood commercial glue down LVT installation.	1,215	1.95	2,369.25
Power hold adhesive.	139.99	6.00	839.94 +Tax
Vinyl transition trim. (black)	10	18.88	188.80 +Tax
Book shelf moval throughout 2 stage project. (All books are to be removed prior to scheduled demo/installation)	1	500.00	500.00
20yard dumpster. (14day max rental)	1	350.00	350.00
*Anything other than listed above will be charged accordingly.	1	0.00	0.00
		SUBTOTAL	\$12,153.06
		TAX (8.92%)	\$475.52
		GRAND TOTAL	\$12,628.58

Notes

Thank you for your business!

60% deposit, remaining balance due upon completion.

Ram Interiors Flooring & Design carry 1 year warranty on all normal wear in tear installations beginning on date of job completion.

ESTIMATE

Estimate Number 93
 Creation Date 1/9/23

PREPARED FOR:

Pryor Library
 505 Graham Ave
 Pryor OK
 918-825-0777

Ram Interiors Flooring & Design
 8751 N 117 E Ave, Suite I
 Owasso, OK 74055
 918-973-9994
 RamInteriors.
 FlooringDesign@gmail.com

DESCRIPTION	QUANTITY	RATE (\$)	TOTAL (\$)
Commercial carpet demo	2,705	0.55	1,487.75
Floor scrape/prep. (does not include any patch-self leveling)	1	750.00	750.00
Concorde Royal Blue commercial carpet square tiles. (Entire flooded areas)	3,024	2.45	7,408.80 +Tax
Power hold adhesives. (aprox 500sqft each)	6	139.99	839.94 +Tax
Concorde commercial carpet square tile installation.	2,971	0.79	2,347.09
Vinyl transition trim (black)	7	18.88	132.16 +Tax
20yrd dumpster. (14day max rental)	1	350.00	350.00
Book shelf moval throughout 2 stage project. (All books are to be removed prior to scheduled demo/installation)	1	500.00	500.00
*Anything other than listed above will be charged accordingly.	1	0.00	0.00
Thank you for your business! 60% deposit, remaining balance due upon completion. Ram Interiors Flooring & Design carry 1 year warranty on all installations with normal wear and tear begining on date of job completion.	1	0.00	0.00

SUBTOTAL	\$13,815.74
TAX (8.92%)	\$747.57
GRAND TOTAL	\$14,563.31

Thomas J. Harrison Pryor Public Library
Surplus Technology Inventory 2023

Item	Model	OS	Reformatted
ACER laptop	TravelMate 4060 series		In progress
Dell Laptop	Dell Vostro 3750	Windows 10	Yes
Dell Laptop	Dell Vostro 3750		In progress
Dell Laptop	Dell Vostro 3750		In progress
Dell Laptop	Dell Vostro 3750		In progress
Dell Laptop	Dell Vostro 3750		In progress
Dell Laptop	Dell Vostro 3750		In progress
Dell Laptop	Dell Vostro 3750		In progress
Dell PC	Dell Optiplex 390	Windows 10	Yes
Dell PC	Dell Optiplex 3010		No (bad hardware)
Dell PC	Dell Optiplex 3010		No (bad hardware)
Dell PC	Dell Optiplex 3010	Windows 10	Yes
Dell PC	Dell Optiplex 3010	Windows 10	Yes
Dell PC	Dell Optiplex 3020	Windows 10	Yes
Dell PC	Dell Optiplex 3020	Windows 10	Yes
Dell PC	Dell Optiplex 3020	Windows 10	Yes
Dell PC	Dell Optiplex 3020	Windows 10	Yes
Dell PC	Dell Optiplex 3020	Windows 10	Yes
Dell PC	Dell Optiplex 3020	Windows 10	Yes
Dell PC	Dell Optiplex 3020		No (bad hardware)
Dell PC	Dell Optiplex 3020		No (bad hardware)
Dell PC	Dell Optiplex 3020		No (bad hardware)
Dell PC	Dell Optiplex 3020	Windows 10	Yes

23 total



Desk 1 - without cabinets



Desk 1 - mountable
cabinets



Desk 2



Desk 3 - L-shape with
mounted cabinets