

**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, JUNE 20TH, 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 emailed to The Paper newspaper and emailed to the Council members.

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

Mayor Doyle called the meeting to order at 6:01 p.m. The Prayer and Pledge of Allegiance were led by Travis Mileur. Roll Call was conducted by City Clerk Courtney Davis. Council members present included Terry Lamar, Choya Shropshire, Dennis Nance, Travis Mileur, Randy Chitwood, Charles Tramel, Chris Gonthier and Bruce Smith. Members absent: none.

Department Heads and other City Officials present: Kim Ritchie, Jeremy Cantrell, BK Young and Cari Rerat.

Others present: Kevin Tramel, Becki Sams-Benham, Adam Anderson, Bill Dinsmore, Terry Aylward, Justin Gonthier, Phyllis Lewellen, Nena Roberts, Angela Smith, Gilbert Graybill, Doug Arthurs and Kimmie Shropshire.

2. PETITIONS FROM THE AUDIENCE:

None.

3. 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 June 6th, 2023 Council meeting.
- b. Approve payroll purchase orders through June 23rd, 2023.
- c. Approve claims for purchase orders through June 20th, 2023.

FUNDS	PURCHASE ORDER NUMBER	TOTALS
GENERAL	2220223237 - 2220223262	222,588.78
COVID REIMBURSEMENT (2020)	2120213117	25,847.88
STREET & DRAINAGE	2220223260 - 2220223248	21,300.48
GOLF COURSE	2220223164 - 911301B	34,025.77
CAPITAL OUTLAY	911293B - 911294B	18,417.87
RECREATION CENTER	2220223162 - 2220223288	14,463.84
DONATIONS & EARMARKED MONIES	220223169 - 2220222790	11,554.00
TOTAL		348,198.62
NO BLANKETS		

- d. Acknowledge receipt of deficient purchase orders.
- e. Approve surplus of the following items from Pryor Creek Police Department:
 - 1. Pryor Creek Police Department Chief Badge & Shield (Badge #1)
 - 2. Glock 43 (Serial # BBNS875)
 - 3. Glock 17 (Serial # YYX701)
- f. Approve Dennis Nichols purchasing the following equipment at fair market value (per FOP Lodge #116 Collective Bargaining Agreement Articles 28-29, pp. 21-23):
 - 1. Pryor Creek Police Department Chief Badge & Shield (Badge #1)
 - 2. Glock 43 (Serial # BBNS875)
 - 3. Glock 17 (Serial # YYX701)
- g. Approve surplus of a 2014 Ferrara Pumper from Pryor Creek Fire Department (VIN# ending in WZ22517) and seek options for trade or selling outright. Sales price will go toward a new fire truck.
- h. Approve hiring Elizabeth Brenner to fill the vacant part-time Library Assistant - Adult Services position at the Thomas J. Harrison Pryor Public Library effective June 21st, 2023. Part-time positions at the Library work a maximum of 25 hours per week at a rate of \$10.11 per hour. This position was left vacant by the resignation of Bonnie Paul.

- i. Approve to pay the CMSWillowbrook Application and Certificate for Payment No. 27 in the amount of \$25,797.63 from Fund 87 regarding the Emergency Services Center and Library Expansion Project.

Motion was made by Gonthier, second by Mileur to approve the consent agenda less items a, b, e, f, h and i. Voting yes: Lamar, Shropshire, Nance, Mileur, Chitwood, Tramel, Gonthier and Smith. Voting no: none.

3a. Approve minutes of the June 6th, 2023 Council meeting.

Motion was made by Shropshire, second by Chitwood to approve minutes of the June 6th, 2023 Council meeting with amendments to reflect Gonthier voting no on item 5f and attachments. Voting yes: Shropshire, Nance, Mileur, Chitwood, Tramel, Gonthier, Smith and Lamar. Voting no: none.

3b. Approve payroll purchase orders through June 23rd, 2023.

Motion was made by Shropshire, second by Chitwood to approve payroll purchase orders through June 23rd, 2023. Voting yes: Nance, Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

3e. Approve surplus of the following items from Pryor Creek Police Department:

- **Pryor Creek Police Department Chief Badge & Shield (Badge #1)**
 - **Glock 43 (Serial # BBNS875)**
 - **Glock 17 (Serial # YYX701)**

Motion was made by Chitwood, second by Gonthier to approve surplus of the following items from Pryor Creek Police Department: Pryor Creek Police Department Chief Badge & Shield (Badge #1), Glock 43 (Serial # BBNS875), Glock 17 (Serial # YYX701). Voting yes: Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire and Nance. Voting no: none.

3f. Approve Dennis Nichols purchasing the following equipment at fair market value (per FOP Lodge #116 Collective Bargaining Agreement Articles 28-29, pp. 21-23):

- **Pryor Creek Police Department Chief Badge & Shield (Badge #1)**
 - **Glock 43 (Serial # BBNS875)**
 - **Glock 17 (Serial # YYX701)**

Motion was made by Shropshire, second by Chitwood to approve Dennis Nichols purchasing the following equipment at fair market value (per FOP Lodge #116 Collective Bargaining Agreement Articles 28-29, pp. 21-23): Pryor Creek Police Department Chief Badge & Shield (Badge #1), Glock 43 (Serial # BBNS875), Glock 17 (Serial # YYX701). Voting yes: Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire, Nance and Mileur. Voting no: none.

3h. Approve hiring Elizabeth Brenner to fill the vacant part-time Library Assistant - Adult Services position at the Thomas J. Harrison Pryor Public Library effective June 21st, 2023. Part-time positions at the Library work a maximum of 25 hours per week at a rate of \$10.11 per hour. This position was left vacant by the resignation of Bonnie Paul.

Motion was made by Lamar, second by Chitwood to approve hiring Elizabeth Brenner to fill the vacant part-time Library Assistant - Adult Services position at the Thomas J. Harrison Pryor Public Library effective June 21st, 2023. Part-time positions at the Library work a maximum of 25 hours per week at a rate of \$10.11 per hour. This position was left vacant by the resignation of Bonnie Paul. Voting yes: Tramel, Smith, Lamar, Shropshire, Nance, Mileur and Chitwood. Abstaining, counting as a no vote: Gonthier. Voting no: none.

3i. Approve to pay the CMSWillowbrook Application and Certificate for Payment No. 27 in the amount of \$25,797.63 from Fund 87 regarding the Emergency Services Center and Library Expansion Project.

Motion was made by Chitwood, second by Shropshire to approve paying the CMSWillowbrook Application and Certificate for Payment No. 27 in the amount of \$25,797.63 from Fund 87 regarding the Emergency Services Center and Library Expansion Project. Chitwood and Shropshire then amended their motion and second to table the item. Voting yes: Gonthier, Smith, Lamar, Shropshire, Nance, Mileur, Chitwood and Tramel. Voting no: none.

Mayor moved to the Addendum.

**ADDENDUM
CITY COUNCIL MEETING
JUNE 20TH, 2023 AT 6:00 P.M.**

A1. Approval to extend the Bid submission and Opening Process for the 2023 Street Rehabilitation Project Phase 1. This is an emergency response due to loss of communication from the June 18th, 2023 storm.

Motion was made by Chitwood, second by Shropshire to approve extending the Bid submission and Opening Process for the 2023 Street Rehabilitation Project Phase 1. This is an emergency response due to loss of communication from the June 18th, 2023 storm. Chitwood and Shropshire then amended their motion and second to extend the deadline to June 27th, 2023.. Voting yes: Smith, Lamar, Shropshire, Nance, Mileur, Chitwood, Tramel and Gonthier. Voting no: none.

A2. Approval to reappoint Ivrie Shearin to Seat #3 of the Library Board, term expiring 6/30/26.

Motion was made by Nance, second by Chitwood to reappoint Ivrie Shearin to Seat #3 of the Library Board, term expiring 6/30/26. Voting yes: Lamar, Shropshire, Nance, Mileur, Chitwood, Tramel, Gonthier and Smith. Voting no: none.

A3. Approval to reappoint Marty Wenger to Seat #5 of the Library Board, term expiring 6/30/26.

Motion was made by Nance, second by Shropshire to reappoint Marty Wenger to Seat #5 of the Library Board, term expiring 6/30/26. Voting yes: Shropshire, Nance, Mileur, Chitwood, Tramel, Gonthier, Smith and Lamar. Voting no: none.

A4. Acknowledge receipt of donation in the amount of \$28,175.00, deposited in the General Outside Service Account #02-201-5075, from Larry J. Lees dba Joyful Noise Farm, designated to pay outstanding amount due to Paddock Enterprises, Inc.

Motion was made by Chitwood, second by Gonthier to acknowledge receipt of donation in the amount of \$28,175.00, deposited in the General Outside Service Account #02-201-5075, from Larry J. Lees dba Joyful Noise Farm, designated to pay outstanding amount due to Paddock Enterprises, Inc. Voting yes: Nance, Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

Mayor returned to the regular Agenda.

4. MAYOR'S REPORT:

a. Discussion and possible action to rescind action in April 4th, 2023 Council meeting regarding listing of old Police Station property with Realtor and reference of the Property Marketing task to the Pryor Economic Development Trust Authority.

Motion was made by Chitwood, second by Shropshire to rescind action in April 4th, 2023 Council meeting regarding listing of old Police Station property with Realtor and reference of the Property Marketing task to the Pryor Economic Development Trust Authority. Voting yes: Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire and Nance. Voting no: none.

b. Discussion and possible action for accepting a Request for Proposal (RFP) to conduct a Financial Audit for the Emergency Services Center and Library Expansion Project. Two RFP's were submitted: Hood and Associates - not to exceed \$15,000.00 and Fort Hill Associates - \$24,900.00. Funding will be determined in the 2023-2024 fiscal year budget.

Motion was made by Chitwood, second by Lamar to accept a Request for Proposal (RFP) to conduct a Financial Audit for the Emergency Services Center and Library Expansion Project. Two RFP's were submitted: Hood and Associates - not to exceed \$15,000.00 and Fort Hill Associates - \$24,900.00. Funding will be determined in the 2023-2024 fiscal year budget. Chitwood and Lamar then amended their motion to take no action. Voting yes: Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire, Nance and Mileur. Voting no: none.

c. Discussion and possible action for accepting a Request for Proposal (RFP) to conduct a Construction Audit for the Emergency Services Center and Library Expansion Project. One RFP was submitted by Fort Hill Associates in the amount of \$10,600.00. Funding will be determined in the 2023-2024 fiscal year budget.

Motion was made by Gonthier, second by Shropshire to take no action accepting a Request for Proposal (RFP) to conduct a Construction Audit for the Emergency Services Center and Library Expansion Project. One RFP was submitted by Fort Hill Associates in the amount of \$10,600.00. Funding will be determined in the 2023-2024 fiscal year budget. Voting yes: Tramel, Gonthier, Smith, Lamar, Shropshire, Nance, Mileur and Chitwood. Voting no: none.

d. Discussion and possible action regarding the Municipal Utility Board's recommendation for reappointment of Mr. Mark Roberts to the Municipal Utility Board, seat #5, term ending 6/30/2028.

Motion was made by Smith, second by Chitwood to approve the Municipal Utility Board's recommendation for reappointment of Mr. Mark Roberts to the Municipal Utility Board, seat #5, term ending 6/30/2028. Voting yes: Gonthier, Smith, Lamar, Shropshire, Nance, Mileur, Chitwood and Tramel. Voting no: none.

- e. **Discussion and possible action regarding Mayor to sign a letter authorizing the release of earnest money deposits from Mayes County Abstract Company to Longmire Tract in the amount of \$40,000.00 and True Tract in the amount of \$1,000.00.**

Motion was made by Chitwood, second by Shropshire to approve the Mayor to sign a letter authorizing the release of earnest money deposits from Mayes County Abstract Company to Longmire Tract in the amount of \$40,000.00 and True Tract in the amount of \$1,000.00. Voting yes: Smith, Lamar, Shropshire, Nance, Mileur, Chitwood and Tramel. Abstaining, counting as a no vote: Gonthier. Voting no: none.

5. CITY ATTORNEY'S REPORT:

- a. **Second reading, and possible approval of an ordinance amending 1-6-2 Compensation. Salaries for elected Police Chief, Mayor, Clerk and Treasurer have been updated to reflect current payroll. This update removes mention of Mayors Position from Cost of Living increases. This does not remove any other position eligibility for Cost of Living Adjustment increases.**

Motion was made by Chitwood, second by Gonthier to waive the second reading of an ordinance amending 1-6-2 Compensation. Salaries for elected Police Chief, Mayor, Clerk and Treasurer have been updated to reflect current payroll. This update removes mention of Mayors Position from Cost of Living increases. This does not remove any other position eligibility for Cost of Living Adjustment increases. Voting yes: Lamar, Shropshire, Nance, Mileur, Chitwood, Tramel, Gonthier and Smith. Voting no: none.

- b. **First reading of an ordinance amending 1-6-5 Personnel Board. Redesigning the construct of the Personnel Board.**

Motion was made by Gonthier, second by Chitwood to waive the second reading of an ordinance amending 1-6-5 Personnel Board. Redesigning the construct of the Personnel Board. Voting yes: Shropshire, Nance, Mileur, Chitwood, Tramel, Gonthier, Smith and Lamar. Voting no: none.

6. COMMITTEE REPORTS:

a. Budget and Personnel

Shropshire reported that the Budget and Personnel Committee will meet on July 11th, 2023. Shropshire also reported the new construct of their Board, with himself serving as the Chair and Mileur serving as the alternate.

b. Ordinance and Insurance

Gonthier reported the new construct of the Board, with himself serving as the Chair and Tramel serving as the alternate.

c. Street

Mileur reported the new construct of the Board, with himself serving as the Chair and Chitwood serving as the alternate.

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

Mayor Doyle thanked the Parks Department, Street Department, and Municipal Utilities Board for their hard work to clean the city after the powerful storm over the weekend. The Mayor also stated that the city will be picking up brush left at the curb in the coming week.

8. ADJOURN.

Motion was made by Nance, second by Gonthier to adjourn. Voting yes: Nance, Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar and Shropshire. Voting no: none.

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 7:16 p.m.

2. APPROVE MINUTES OF JUNE 6TH, 2023 MEETING.

Motion was made by Gonthier, second by Chitwood to approve the minutes of the June 6th, 2023 meeting. Voting yes: Mileur, Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire and Nance. 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 Chitwood, second by Gonthier to adjourn. Voting yes: Chitwood, Tramel, Gonthier, Smith, Lamar, Shropshire, Nance and Mileur. Voting no: none.

MINUTES APPROVED BY MAYOR / P.P.W.A. CHAIRMAN ZAC DOYLE

MINUTES WRITTEN BY CITY CLERK / P.P.W.A SECRETARY COURTNEY DAVIS

NON-KICKBACK STATEMENT

Date: 05/12/2023

STATE OF: **Oklahoma**

COUNTY OF: **Grady**

The undersigned person, of lawful age, being first duly sworn, on oath says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services, or materials) as shown by this invoice have been (completed or supplied) in accordance with the plans, specifications, orders, request, or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the (county, municipality, school district) or money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted.

Name of Vendor **CMSWillowbrook, Inc.**

Signature: 

Subscribed and sworn to before me this 12th day of May, 2023



Notary Public: 

My Commission expires on: 6/28/25

Work Completed This Period \$ **4,411.02**

Retainage Released This Period

2507 AMOD 7 - Glass & Glazing Contract (Advantage Glass)	\$	19,684.99
9700 Museum Addition - Windows	\$	925.75
15107 CMOD 107 - Added Doors at TLT 104 & 105	\$	458.42
15109 CMOD 109 - Sign Badges & Feature Wall Signage	\$	317.45
Total	\$	21,386.61

Total Payment Due: \$ **25,797.63**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 1903a-PA27

To Owner: City of Pryor Creek
P.O. Box 1167

Project: 1903a. City of Pryor - Police, Fire, Library

Application No.: 27

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

Pryor, OK 74362

Period To: 5/12/2023

From Contractor: CMSWillowbrook Inc.
P.O. Box 807
Chickasha, OK 73023

Via Architect: Graber & Associates, PC
2415 East Skelly Drive, Suite 101
Tulsa OK 74105

Project Nos:

Contract For: Pryor- Emergency & Library

Contract Date: 1/19/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. Original Contract Sum	\$516,635.51
2. Net Change By Change Order	\$13,279,895.29
3. Contract Sum To Date	\$13,796,530.80
4. Total Completed and Stored To Date	\$13,496,609.59
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$13,496,609.59
7. Less Previous Certificates For Payments	\$13,470,811.96
8. Current Payment Due	\$25,797.63
9. Balance To Finish, Plus Retainage	\$299,921.21

CONTRACTOR: CMSWillowbrook Inc.

By: [Signature] Date: 5/15/2023

State of: Oklahoma County of: Grady
 Subscribed and sworn to before me this 15th day of May 2023
 Notary Public: Hilary Peters
 My Commission expires: 6/2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$25,797.63

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$13,279,895.29	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$13,279,895.29	\$0.00
Net Changes By Change Order	\$13,279,895.29	

ARCHITECT: [Signature] Date: 5/15/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 27

Application Date : 05/12/23

To: 05/12/23

Architect's Project No.:

Invoice # : 1903a-PA27

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
50	Amendment No 1	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
100	General Requirements	192,234.00	192,234.00	0.00	0.00	192,234.00	100.00%	0.00	0.00
200	General Conditions	123,600.00	123,600.00	0.00	0.00	123,600.00	100.00%	0.00	0.00
300	BP 1 Demolition (ARK Wrecking)	115,120.00	115,120.00	0.00	0.00	115,120.00	100.00%	0.00	0.00
400	Allowance - Aggregate	3,372.71	0.00	0.00	0.00	0.00	0.00%	3,372.71	0.00
412	AMOD 12 - Pryor Stone Invoices	1,373.53	1,373.53	0.00	0.00	1,373.53	100.00%	0.00	0.00
419	AMOD 19 - Temp. Staging & Ground Stabilization	2,026.49	2,026.49	0.00	0.00	2,026.49	100.00%	0.00	0.00
423	AMOD 23 - Ground Stabilization	4,024.31	4,024.31	0.00	0.00	4,024.31	100.00%	0.00	0.00
432	AMOD 32 - Ground Stabilization	1,210.78	1,210.78	0.00	0.00	1,210.78	100.00%	0.00	0.00
470	AMOD 70 - Aggregate Base for Lay Down	425.18	425.18	0.00	0.00	425.18	100.00%	0.00	0.00
484	AMOD 84 - Remove Aggregate	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00%	0.00	0.00
486	AMOD 86 - Remove Broken Sidewalk	2,067.00	2,067.00	0.00	0.00	2,067.00	100.00%	0.00	0.00
500	Allowance - Temp Partitions	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
538	AMOD 38 - Temp Wall	2,610.54	2,610.54	0.00	0.00	2,610.54	100.00%	0.00	0.00
551	AMOD 51 - Temporary Walls Material	4,889.46	4,889.46	0.00	0.00	4,889.46	100.00%	0.00	0.00
600	CM Contingency	71.23	0.00	0.00	0.00	0.00	0.00%	71.23	0.00
601	CMOD 1 - EM Existing Parking Lot Stabilized Aggrgt Removal	16,905.00	16,905.00	0.00	0.00	16,905.00	100.00%	0.00	0.00
660	CMOD 60 -Extend EF & Plumbing Vents to Retrofit Roof	1,086.69	1,086.69	0.00	0.00	1,086.69	100.00%	0.00	0.00
661	CMOD 61 - Library Added Door Frame	1,542.00	1,542.00	0.00	0.00	1,542.00	100.00%	0.00	0.00
662	CMOD 62 - Wood Doors at Library Museum	2,891.25	2,891.25	0.00	0.00	2,891.25	100.00%	0.00	0.00
664	CMOD 64 - 3" Domestic Water Line Move	426.53	426.53	0.00	0.00	426.53	100.00%	0.00	0.00
700	Bonds	3,851.01	3,851.01	0.00	0.00	3,851.01	100.00%	0.00	0.00
800	Builders Risk Insurance	1,940.91	1,940.91	0.00	0.00	1,940.91	100.00%	0.00	0.00
900	General Liability Insurance	2,533.28	2,533.28	0.00	0.00	2,533.28	100.00%	0.00	0.00
1000	CM Fee	26,933.61	26,933.61	0.00	0.00	26,933.61	100.00%	0.00	0.00
1050	Amendment No 2	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1100	General Requirements	208,393.00	208,393.00	0.00	0.00	208,393.00	100.00%	0.00	0.00
1200	General Conditions	538,825.00	538,825.00	0.00	0.00	538,825.00	100.00%	0.00	0.00
1300	BP 2 Earthwork (D Owen)	206,500.00	206,500.00	0.00	0.00	206,500.00	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 27
Application Date : 05/12/23
To: 05/12/23
Architect's Project No.:

Invoice # : 1903a-PA27

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
1400	BP 3 Site Utilities - Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1404	AMOD 4 - Site Utilities Contract (Key Maint)	243,640.00	243,640.00	0.00	0.00	243,640.00	100.00%	0.00	0.00
1500	BP 4 Concrete (4G)	1,219,300.00	1,219,300.00	0.00	0.00	1,219,300.00	100.00%	0.00	0.00
1600	BP 5 Masonry (C&N)	557,527.44	557,527.44	0.00	0.00	557,527.44	100.00%	0.00	0.00
1700	BP 6 Structural Steel (Green County)	845,191.00	845,191.00	0.00	0.00	845,191.00	100.00%	0.00	0.00
1800	BP 7 Rough Carpentry (CMS)	114,000.00	114,000.00	0.00	0.00	114,000.00	100.00%	0.00	0.00
1900	BP 8 Millwork (Wood Sys)	100,943.64	100,943.64	0.00	0.00	100,943.64	100.00%	0.00	0.00
2000	BP 9 Roofing - Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2009	AMOD 9 - BP 9a Shingle Roofing Contract (CPR of Tulsa)	535,699.00	535,699.00	0.00	0.00	535,699.00	100.00%	0.00	0.00
2010	AMOD 10 - BP 9b Metal Roofing (Metal Roof Cont)	241,750.00	241,750.00	0.00	0.00	241,750.00	100.00%	0.00	0.00
2100	BP 10 HM Doors & Frames - Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2106	AMOD 6 - Hollow Metal Doors & Frames (Builders Supply)	62,350.00	62,350.00	0.00	0.00	62,350.00	100.00%	0.00	0.00
2114	AMOD 114 - Misc. Hardware	3,506.46	3,506.46	0.00	0.00	3,506.46	100.00%	0.00	0.00
2129	AMOD 29 - Door Opening Revisions	6,481.14	6,481.14	0.00	0.00	6,481.14	100.00%	0.00	0.00
2153	AMOD 53 - Detention Door Frame Install	124.75	124.75	0.00	0.00	124.75	100.00%	0.00	0.00
2157	AMOD 57 - Detention Door Frame Additional Cost	316.57	316.57	0.00	0.00	316.57	100.00%	0.00	0.00
2158	AMOD 58 - Door 183 Knock Down Frame	210.00	210.00	0.00	0.00	210.00	100.00%	0.00	0.00
2164	AMOD 64 - Detention Frame Door Install 2	361.08	361.08	0.00	0.00	361.08	100.00%	0.00	0.00
2200	BP 11 Flush Wood Doors - Allowance	27,837.00	27,837.00	0.00	0.00	27,837.00	100.00%	0.00	0.00
2300	BP 12 Overhead Doors (OHD)	106,610.40	106,610.40	0.00	0.00	106,610.40	100.00%	0.00	0.00
2400	BP 13 Door Hardware Material (Mur Womble)	175,216.50	175,216.50	0.00	0.00	175,216.50	100.00%	0.00	0.00
2500	BP 14 Glass & Glazing - Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2507	AMOD 7 - Glass & Glazing Contract (Advantage Glass)	393,700.00	393,700.00	0.00	0.00	393,700.00	100.00%	0.00	0.00
2600	BP 15 Framing, Drywall,Ceilings (Six Guns)	482,000.00	482,000.00	0.00	0.00	482,000.00	100.00%	0.00	0.00
2700	BP 16 Flooring (Arch Flooring)	173,950.00	173,950.00	0.00	0.00	173,950.00	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing

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Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 27

Application Date : 05/12/23

To: 05/12/23

Architect's Project No.:

Invoice # : 1903a-PA27

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
2800	BP 17 Painting - Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2805	AMOD 5 - Painting Contract (Six Guns)	118,980.00	118,980.00	0.00	0.00	118,980.00	100.00%	0.00	0.00
2900	BP 18 Specialties (Material)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
3000	Toilet Partitions - Allowance	1,550.00	0.00	0.00	0.00	0.00	0.00%	1,550.00	0.00
3027	AMOD 27 - Stainless Steel Toilet Partitions	10,450.00	10,450.00	0.00	0.00	10,450.00	100.00%	0.00	0.00
3100	Folding Partitions (Mur Womble)	25,196.00	25,196.00	0.00	0.00	25,196.00	100.00%	0.00	0.00
3200	Wall Protection (Y.I. Spec)	2,115.00	2,115.00	0.00	0.00	2,115.00	100.00%	0.00	0.00
3300	Toilet Accessories (Y.I. Spec)	13,536.00	13,536.00	0.00	0.00	13,536.00	100.00%	0.00	0.00
3400	Fire Extinguisher - Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
3459	AMOD 59 - Fire Extinguishers and Cabinets for EMS Center	3,963.31	3,963.31	0.00	0.00	3,963.31	100.00%	0.00	0.00
3460	AMOD 60 - Fire Extinguishers & Cabinets for Library	978.39	978.39	0.00	0.00	978.39	100.00%	0.00	0.00
3500	Welded Lockers (SW Sol Combo Bid)	130,112.00	130,112.00	0.00	0.00	130,112.00	100.00%	0.00	0.00
3600	Special Evidence Lockers (SW Sol)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
3700	Property & Evidence (SW Sol)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
3800	Shelving (SW Sol)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
3900	BP 19 Signage (J&B Graphics)	14,173.01	14,173.01	0.00	0.00	14,173.01	100.00%	0.00	0.00
4000	BP 20 Residential Appliances	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
4100	Washer Extractors (RJ Kool)	18,128.00	18,128.00	0.00	0.00	18,128.00	100.00%	0.00	0.00
4200	Appliances - Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
4222	AMOD 22 - Appliances	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00%	0.00	0.00
4300	BP 21 Specialty Equip & Access - Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
4315	AMOD 15 - Vehicle Exhaust System	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	0.00
4400	BP 22 Casework (Void)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
4500	BP 23 Window Treatments (Cont Drapery)	4,710.00	4,710.00	0.00	0.00	4,710.00	100.00%	0.00	0.00
4600	BP 24 Landscaping - Allowance	23,384.24	0.00	0.00	0.00	0.00	0.00%	23,384.24	0.00
4601	AMOD 101 - Canopy Arches Wall Panels	8,850.00	8,850.00	0.00	0.00	8,850.00	100.00%	0.00	0.00
4602	AMOD 102 - Added Canopy Arch Framing	1,693.00	1,693.00	0.00	0.00	1,693.00	100.00%	0.00	0.00

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Application No. : 27

Application Date : 05/12/23

To: 05/12/23

Architect's Project No.:

Invoice # : 1903a-PA27

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
4608	AMOD 108 - Regrade around Sidewalks - Library	520.00	520.00	0.00	0.00	520.00	100.00%	0.00	0.00
4613	AMOD 113 - Sod Install	412.76	412.76	0.00	0.00	412.76	100.00%	0.00	0.00
4698	AMOD 98 - Sod Supply & Installation	10,140.00	10,140.00	0.00	0.00	10,140.00	100.00%	0.00	0.00
4700	BP 25 Fencing & Gates (Robinson)	130,411.30	130,411.30	0.00	0.00	130,411.30	100.00%	0.00	0.00
4800	BP 26 Fire Suppression (Frazier)	109,760.00	109,760.00	0.00	0.00	109,760.00	100.00%	0.00	0.00
4900	BP 27 HVAC (Vision Air)	748,614.85	748,614.85	0.00	0.00	748,614.85	100.00%	0.00	0.00
5000	BP 28 Electrical (2 J's Elect)	1,162,734.50	1,162,734.50	0.00	0.00	1,162,734.50	100.00%	0.00	0.00
5100	BP 29 Detention Specialties (Sweeper)	304,470.00	304,470.00	0.00	0.00	304,470.00	100.00%	0.00	0.00
5200	BP 30 Plumbing (Midwest Mech)	603,690.36	603,690.36	0.00	0.00	603,690.36	100.00%	0.00	0.00
5300	Allowance - MEP	3,530.45	0.00	0.00	0.00	0.00	0.00%	3,530.45	0.00
5302	AMOD 2 - Removal of Unforseen 8" Piping Beneath Bld Pad	2,530.00	2,530.00	0.00	0.00	2,530.00	100.00%	0.00	0.00
5303	AMOD 103 - Dry Heads at Library Vestibules	856.00	856.00	0.00	0.00	856.00	100.00%	0.00	0.00
5304	AMOD 104 - Duct Detectors & Relays for Smoke Dampers	3,418.48	3,418.48	0.00	0.00	3,418.48	100.00%	0.00	0.00
5306	AMOD 106 - Ceiling Grid at Hoods	650.00	650.00	0.00	0.00	650.00	100.00%	0.00	0.00
5307	AMOD 107 - Added Jumbo Plates for Punch Item 391	117.75	117.75	0.00	0.00	117.75	100.00%	0.00	0.00
5309	AMOD 109 - Added Wall Heater in Library Mech Closet 117	1,761.57	1,761.57	0.00	0.00	1,761.57	100.00%	0.00	0.00
5310	AMOD 110 - EMSC Entry Door Strikes	1,377.73	1,377.73	0.00	0.00	1,377.73	100.00%	0.00	0.00
5311	AMOD 111 - Exhaust Fan TLT 123	88.06	88.06	0.00	0.00	88.06	100.00%	0.00	0.00
5312	AMOD 112 - Added Garbage Disposal in Library Kitchen 122	1,492.63	1,492.63	0.00	0.00	1,492.63	100.00%	0.00	0.00
5333	AMOD 33 - Museum Air Device Price Increase	294.57	294.57	0.00	0.00	294.57	100.00%	0.00	0.00
5345	AMOD 45 - Secure Duct to Structure - Library	2,724.73	2,724.73	0.00	0.00	2,724.73	100.00%	0.00	0.00
5361	AMOD 61- Add Fittings EM Services Center Fire Riser	683.00	683.00	0.00	0.00	683.00	100.00%	0.00	0.00
5382	AMOD 82 - DSS 2&3 Upsizing	1,722.01	1,722.01	0.00	0.00	1,722.01	100.00%	0.00	0.00
5383	AMOD 83 - Ceiling Adjustments for Mech Equipment	3,049.00	3,049.00	0.00	0.00	3,049.00	100.00%	0.00	0.00
5388	AMOD 88 - Unit11 HVAC Penetration	1,352.89	1,352.89	0.00	0.00	1,352.89	100.00%	0.00	0.00

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Application Date : 05/12/23

To: 05/12/23

Architect's Project No.:

Invoice # : 1903a-PA27

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
5389	AMOD 89 - Misc. Drywall Patches Lobby Area	660.00	660.00	0.00	0.00	660.00	100.00%	0.00	0.00
5391	AMOD 91 - Smoke Dampers at Detention Area	2,589.40	2,589.40	0.00	0.00	2,589.40	100.00%	0.00	0.00
5393	AMOD 93 - Roof Conduit Boot and Flashing	296.65	296.65	0.00	0.00	296.65	100.00%	0.00	0.00
5394	AMOD 94 - Laundry Room 127 Patches	420.00	420.00	0.00	0.00	420.00	100.00%	0.00	0.00
5395	AMOD 95 - SEF and SSF Motor Starter Supply	1,112.84	1,112.84	0.00	0.00	1,112.84	100.00%	0.00	0.00
5396	AMOD 96 - Kitchen Hood Connection to Fire Suppression	1,875.00	1,875.00	0.00	0.00	1,875.00	100.00%	0.00	0.00
5397	AMOD 97 - Laundry Room 215 Lowering Washer Box	244.61	244.61	0.00	0.00	244.61	100.00%	0.00	0.00
5399	AMOD 99 - CMU Block Repairs at Doors & Laundry Rm 215	2,152.63	2,152.63	0.00	0.00	2,152.63	100.00%	0.00	0.00
5400	Allowance - Sealants & Waterproofing	6,016.25	0.00	0.00	0.00	0.00	0.00%	6,016.25	0.00
5437	AMOD 37 - Temp Roof TPO at Library	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
5442	AMOD 42 - Metal Panels at Emergency Center Tower	19,624.52	19,624.52	0.00	0.00	19,624.52	100.00%	0.00	0.00
5449	AMOD 49 - Metal Panels at Museum	3,900.00	3,900.00	0.00	0.00	3,900.00	100.00%	0.00	0.00
5455	AMOD 55 - Firestopping Top of Masonry Wall	1,983.75	1,983.75	0.00	0.00	1,983.75	100.00%	0.00	0.00
5500	Allowance - Misc. Metals	300.80	0.00	0.00	0.00	0.00	0.00%	300.80	0.00
5547	AMOD 47 - Window Angle	77.70	77.70	0.00	0.00	77.70	100.00%	0.00	0.00
5575	AMOD 75 - Additional Lintels at Library	699.20	699.20	0.00	0.00	699.20	100.00%	0.00	0.00
5600	Allowance - Protect Existing	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
5638	AMOD 38 - Temp Wall	3,722.73	3,722.73	0.00	0.00	3,722.73	100.00%	0.00	0.00
5652	AMOD 52 - Library & Apparatus Bay Openings	5,327.74	5,327.74	0.00	0.00	5,327.74	100.00%	0.00	0.00
5677	AMOD 77 - Protect Existing Library from Weather	835.51	835.51	0.00	0.00	835.51	100.00%	0.00	0.00
5678	AMOD 78 - Protect Library Existing	114.02	114.02	0.00	0.00	114.02	100.00%	0.00	0.00
5700	Allowance - Misc. Patching/Painting	1,000.00	0.00	0.00	0.00	0.00	0.00%	1,000.00	0.00
5705	AMOD 105 - Library Opener Sheetrock Patch	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
5800	Allowance - Patch/Repair Paving	72.00	0.00	0.00	0.00	0.00	0.00%	72.00	0.00

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5881	AMOD 81 - Core Drilling Fence Posts	1,919.50	1,919.50	0.00	0.00	1,919.50	100.00%	0.00	0.00
5885	AMOD 85 - Library Parking Spots	3,008.50	3,008.50	0.00	0.00	3,008.50	100.00%	0.00	0.00
5900	Allowance - Testing	13,562.50	0.00	0.00	0.00	0.00	0.00%	13,562.50	0.00
5901	AMOD 1 - Earthwork Monitoring thru 4/17/21	185.00	185.00	0.00	0.00	185.00	100.00%	0.00	0.00
5903	AMOD 3 - Earthwork Monitoring thru 5/15/21	2,453.75	2,453.75	0.00	0.00	2,453.75	100.00%	0.00	0.00
5908	AMOD 8 - Earthwork Monitoring thru 6/12/21	1,687.50	1,687.50	0.00	0.00	1,687.50	100.00%	0.00	0.00
5911	AMOD 11 - Earthwork Monitoring thru 7/10/21	708.75	708.75	0.00	0.00	708.75	100.00%	0.00	0.00
5913	AMOD 13 - Earthwork & Concrete Testing through 8/19/21	1,993.75	1,993.75	0.00	0.00	1,993.75	100.00%	0.00	0.00
5914	AMOD 14 - Concrete Testing 9/15/2021	2,385.00	2,385.00	0.00	0.00	2,385.00	100.00%	0.00	0.00
5916	AMOD 16 - Masonry & Concrete Testing through 10/15/2021	2,675.50	2,675.50	0.00	0.00	2,675.50	100.00%	0.00	0.00
5917	AMOD 17 - Testing 11/19/2021	3,013.00	3,013.00	0.00	0.00	3,013.00	100.00%	0.00	0.00
5920	AMOD 20 - Testing 12/11/2021	5,715.25	5,715.25	0.00	0.00	5,715.25	100.00%	0.00	0.00
5926	AMOD 26 - Testing 1/15/22	5,438.75	5,438.75	0.00	0.00	5,438.75	100.00%	0.00	0.00
5931	AMOD 31 - Testing 2/12/22	1,230.00	1,230.00	0.00	0.00	1,230.00	100.00%	0.00	0.00
5944	AMOD 44 - Testing 3/17/2022	311.25	311.25	0.00	0.00	311.25	100.00%	0.00	0.00
5967	AMOD 67 - Testing 4/19/22	2,591.25	2,591.25	0.00	0.00	2,591.25	100.00%	0.00	0.00
5969	AMOD 69 - Testing 05/14/2022	2,230.00	2,230.00	0.00	0.00	2,230.00	100.00%	0.00	0.00
5976	AMOD 76 - Testing 6/11/2022	1,413.75	1,413.75	0.00	0.00	1,413.75	100.00%	0.00	0.00
5987	AMOD 87 - Testing 7/16/22	1,808.75	1,808.75	0.00	0.00	1,808.75	100.00%	0.00	0.00
5999	AMOD 100 - Testing 9/10/22	596.25	596.25	0.00	0.00	596.25	100.00%	0.00	0.00
6000	Allowance - Pier/Casing Depth	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
6046	AMOD46 -Covered Parking Metal Panels,Gutters,&Downspouts	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
6100	Allowance - Steel	4,158.76	0.00	0.00	0.00	0.00	0.00%	4,158.76	0.00
6118	AMOD 18 - Metal Soffit Price Increase	7,535.04	7,535.04	0.00	0.00	7,535.04	100.00%	0.00	0.00
6121	AMOD 21 - 12 Bollards Additional Cost	405.00	405.00	0.00	0.00	405.00	100.00%	0.00	0.00
6139	AMOD 39 - Museum Metal Decking	11,750.00	11,750.00	0.00	0.00	11,750.00	100.00%	0.00	0.00
6140	AMOD 40 - Museum Trusses	3,250.00	3,250.00	0.00	0.00	3,250.00	100.00%	0.00	0.00

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			From Previous Application (D+E)	This Period In Place					
6154	AMOD 54 - Added Mezzanine Angle	1,107.20	1,107.20	0.00	0.00	1,107.20	100.00%	0.00	0.00
6174	AMOD 74 - Soffit Panel Framing Break Metal	1,244.00	1,244.00	0.00	0.00	1,244.00	100.00%	0.00	0.00
6192	AMOD 92 - Library Deck Cutoff	750.00	750.00	0.00	0.00	750.00	100.00%	0.00	0.00
6200	CM Contingency	4,735.95	0.00	0.00	0.00	0.00	0.00%	4,735.95	0.00
6204	CMOD 4 - Adding Height EM Bldg Pad	10,650.00	10,650.00	0.00	0.00	10,650.00	100.00%	0.00	0.00
6205	CMOD 5 - Additional Bid Cost - Site Utilities (Key Maint)	12,830.00	12,830.00	0.00	0.00	12,830.00	100.00%	0.00	0.00
6206	CMOD 6 - Additional Bid Cost - Painting (Six Guns)	42,752.00	42,752.00	0.00	0.00	42,752.00	100.00%	0.00	0.00
6208	CMOD 8 - BP 9b Metal Roofing (Metal Roof Cont)	301,900.00	301,900.00	0.00	0.00	301,900.00	100.00%	0.00	0.00
6212	CMOD 12 - Library Tree Demolition	8,350.00	8,350.00	0.00	0.00	8,350.00	100.00%	0.00	0.00
6213	CMOD 13 - Cost Increase for HVAC Units	16,994.95	16,994.95	0.00	0.00	16,994.95	100.00%	0.00	0.00
6214	CMOD 14 - Additional Storefront Colors	3,652.50	3,652.50	0.00	0.00	3,652.50	100.00%	0.00	0.00
6215	CMOD 15 - Vehicle Exhaust System	4,974.00	4,974.00	0.00	0.00	4,974.00	100.00%	0.00	0.00
6216	CMOD 16 - Kitchen Hood	3,477.42	3,477.42	0.00	0.00	3,477.42	100.00%	0.00	0.00
6217	CMOD 17 - Storage Building Change to PEMB	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	0.00
6221	CMOD 21 - Appliances	2,509.57	2,509.57	0.00	0.00	2,509.57	100.00%	0.00	0.00
6222	CMOD 22 - Unsuitable Soil Replacement - S EM Center	3,831.80	3,831.80	0.00	0.00	3,831.80	100.00%	0.00	0.00
6223	CMOD 23 - Unsuitable Soils - Alt Storage Bldg Footings	1,186.90	1,186.90	0.00	0.00	1,186.90	100.00%	0.00	0.00
6226	CMOD 26 - Curb Line Discrepancy & Unsuitable Soils	12,423.00	12,423.00	0.00	0.00	12,423.00	100.00%	0.00	0.00
6229	CMOD 29 - Flag Poles Police & Fire	9,970.00	9,970.00	0.00	0.00	9,970.00	100.00%	0.00	0.00
6230	CMOD 30 - Smoke Dampers in Sleeping Quarters	1,323.59	1,323.59	0.00	0.00	1,323.59	100.00%	0.00	0.00
6232	CMOD 32 - Unforeseen Additional Trenching Costs	7,721.39	7,721.39	0.00	0.00	7,721.39	100.00%	0.00	0.00
6233	CMOD 33 - Added Flag Pole & Lighting	4,027.78	4,027.78	0.00	0.00	4,027.78	100.00%	0.00	0.00
6234	CMOD 34 - CM PR 08 Library Unforeseen Dimension Change	12,508.80	12,508.80	0.00	0.00	12,508.80	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing

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In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 27

Application Date : 05/12/23

To: 05/12/23

Architect's Project No.:

Invoice # : 1903a-PA27

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
6235	CMOD 35 - CM PR 14 Added Vanity Lights	1,941.46	1,941.46	0.00	0.00	1,941.46	100.00%	0.00	0.00
6236	CMOD 36-CM PR 13 Data Drop for Wireless Access Points	7,671.53	7,671.53	0.00	0.00	7,671.53	100.00%	0.00	0.00
6239	CMOD 39 - TV Blocking	2,570.00	2,570.00	0.00	0.00	2,570.00	100.00%	0.00	0.00
6240	CMOD40-Covered Parking Metal Panels,Gutters,&Downspouts	17,262.00	17,262.00	0.00	0.00	17,262.00	100.00%	0.00	0.00
6241	CMOD 41 - Workstation 199 Millwork	20,687.54	20,687.54	0.00	0.00	20,687.54	100.00%	0.00	0.00
6242	CMOD 42 - Breakroom 170 Furr Out	2,260.00	2,260.00	0.00	0.00	2,260.00	100.00%	0.00	0.00
6243	CMOD 43 - Dedicated Circuits at Dispatch	5,076.84	5,076.84	0.00	0.00	5,076.84	100.00%	0.00	0.00
6245	CMOD 45 - Camera Low Voltage	6,928.40	6,928.40	0.00	0.00	6,928.40	100.00%	0.00	0.00
6246	CMOD 46 - Sink Change	568.85	568.85	0.00	0.00	568.85	100.00%	0.00	0.00
6248	CMOD 48 - Washer & Drying Cabinet Model Change	2,995.00	2,995.00	0.00	0.00	2,995.00	100.00%	0.00	0.00
6249	CMOD 49 - Added Light Switches in Detention Area	5,652.26	5,652.26	0.00	0.00	5,652.26	100.00%	0.00	0.00
6250	CMOD 50 - PR 24 Walls to Structure Only	28,531.00	28,531.00	0.00	0.00	28,531.00	100.00%	0.00	0.00
6251	CMOD 51 - PR 24 Fire Dampers in Sleeping Quarters	1,754.49	1,754.49	0.00	0.00	1,754.49	100.00%	0.00	0.00
6252	CMOD 52 - Truck Wash Equipment	5,529.00	5,529.00	0.00	0.00	5,529.00	100.00%	0.00	0.00
6253	CMOD 53 - RFI 137 Locker Room Soffit	1,828.00	1,828.00	0.00	0.00	1,828.00	100.00%	0.00	0.00
6255	CMOD 55 - Emergency Added Voice Drops	15,820.35	15,820.35	0.00	0.00	15,820.35	100.00%	0.00	0.00
6256	CMOD 56 -PR32 Masonry Wall Fur Out & Brick Cleaning	12,464.66	12,464.66	0.00	0.00	12,464.66	100.00%	0.00	0.00
6257	CMOD 57 - Solid Surface Changes	3,408.24	3,408.24	0.00	0.00	3,408.24	100.00%	0.00	0.00
6258	CMOD 58 - DSS 2&3 Upsizing	14,802.11	14,802.11	0.00	0.00	14,802.11	100.00%	0.00	0.00
6259	CMOD 59 -Extend Furnace Flue Pipes Library to Retro Fit Roof	16,326.37	16,326.37	0.00	0.00	16,326.37	100.00%	0.00	0.00
6260	CMOD 60 -Extend EF & Plumbing Vents to Retrofit Roof	8,580.37	8,580.37	0.00	0.00	8,580.37	100.00%	0.00	0.00
6300	Bonds	97,376.44	97,376.44	0.00	0.00	97,376.44	100.00%	0.00	0.00
6400	Builders Risk Insurance	42,727.09	42,727.09	0.00	0.00	42,727.09	100.00%	0.00	0.00
6500	General Liability Insurance	85,795.99	85,795.99	0.00	0.00	85,795.99	100.00%	0.00	0.00
6600	CM Fee	594,566.23	594,566.23	0.00	0.00	594,566.23	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 27

Application Date : 05/12/23

To: 05/12/23

Architect's Project No.:

Invoice # : 1903a-PA27

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
6700	CO 1 - Overhead Door Height Adjustment	51,661.51	51,661.51	0.00	0.00	51,661.51	100.00%	0.00	0.00
6800	CO 2 - Various Owner/Architect Changes	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
6900	Added 12 Bollards	7,170.26	7,170.26	0.00	0.00	7,170.26	100.00%	0.00	0.00
7000	Added Radio Tower Foundation	4,749.76	4,749.76	0.00	0.00	4,749.76	100.00%	0.00	0.00
7100	Wall Type Change Per RFI 005 & 016	875.00	875.00	0.00	0.00	875.00	100.00%	0.00	0.00
7200	Omit Security Cameras from Project	-19,672.00	-19,672.00	0.00	0.00	-19,672.00	100.00%	0.00	0.00
7300	Detention Door & Hardware Change	17,698.00	17,698.00	0.00	0.00	17,698.00	100.00%	0.00	0.00
7400	Added Gun Lockers & Wall Change	6,910.69	6,910.69	0.00	0.00	6,910.69	100.00%	0.00	0.00
7500	Exhaust Fan to Wall Mount	851.30	851.30	0.00	0.00	851.30	100.00%	0.00	0.00
7600	CM PR 01 Move Cuff Bench & Booking172B Millwork	2,397.74	2,397.74	0.00	0.00	2,397.74	100.00%	0.00	0.00
7700	CM PR 02 Conf 163 Delete Millwork & Appliances	-3,599.68	-3,599.68	0.00	0.00	-3,599.68	100.00%	0.00	0.00
7800	CM PR 03 Add Conduit from Alt Storg to P/F	11,279.30	11,279.30	0.00	0.00	11,279.30	100.00%	0.00	0.00
7900	CM PR 04 Sleeping Quarters/Detention Area	9,183.34	9,183.34	0.00	0.00	9,183.34	100.00%	0.00	0.00
8000	CM PR 05 Electrical	137,526.28	137,526.28	0.00	0.00	137,526.28	100.00%	0.00	0.00
8100	CM PR 05 Plumbing	1,849.45	1,849.45	0.00	0.00	1,849.45	100.00%	0.00	0.00
8200	CM PR 05 Fencing	28,125.90	28,125.90	0.00	0.00	28,125.90	100.00%	0.00	0.00
8300	CM PR 05 HVAC	1,253.98	1,253.98	0.00	0.00	1,253.98	100.00%	0.00	0.00
8400	CM PR 05 Millwork	3,271.40	3,271.40	0.00	0.00	3,271.40	100.00%	0.00	0.00
8500	CM PR 05 Concrete	-523.25	-523.25	0.00	0.00	-523.25	100.00%	0.00	0.00
8600	CM PR 05 Demo Allowance	798.50	0.00	0.00	0.00	0.00	0.00%	798.50	0.00
8685	AMOD 85 - Library Parking Spots	201.50	201.50	0.00	0.00	201.50	100.00%	0.00	0.00
8700	CM PR 05 Steel Allowance	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
8800	CM PR 05 Access Panels Allowance	629.20	0.00	0.00	0.00	0.00	0.00%	629.20	0.00
8835	AMOD 35 - Access Panels	1,073.80	1,073.80	0.00	0.00	1,073.80	100.00%	0.00	0.00
8841	AMOD 41 - Mechanical Platform Floor Hatches	2,564.00	2,564.00	0.00	0.00	2,564.00	100.00%	0.00	0.00
8866	AMOD 66 - PR 5 - Misc Changes	2,233.00	2,233.00	0.00	0.00	2,233.00	100.00%	0.00	0.00
8900	CM PR 05 Tile Back Splash Allowance	450.00	0.00	0.00	0.00	0.00	0.00%	450.00	0.00
9000	CM PR 05 Bollards Allowance	1,942.00	0.00	0.00	0.00	0.00	0.00%	1,942.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing

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Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 27

Application Date : 05/12/23

To: 05/12/23

Architect's Project No.:

Invoice # : 1903a-PA27

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
9024	AMOD 24 - 2 Additional Bollards	1,058.00	1,058.00	0.00	0.00	1,058.00	100.00%	0.00	0.00
9100	CM PR 06 Added Cooker Gas Line	1,301.98	1,301.98	0.00	0.00	1,301.98	100.00%	0.00	0.00
9200	CM PR 07 Various Owner Request	26,059.54	26,059.54	0.00	0.00	26,059.54	100.00%	0.00	0.00
9300	Finish Changes per drawing GH2	45,197.00	45,197.00	0.00	0.00	45,197.00	100.00%	0.00	0.00
9400	Museum Addition - Earthwork	19,800.00	19,800.00	0.00	0.00	19,800.00	100.00%	0.00	0.00
9500	Museum Addition - Electrical	80,536.97	80,536.97	0.00	0.00	80,536.97	100.00%	0.00	0.00
9600	Museum Addition - Concrete	55,036.00	55,036.00	0.00	0.00	55,036.00	100.00%	0.00	0.00
9700	Museum Addition - Windows	18,515.00	18,515.00	0.00	0.00	18,515.00	100.00%	0.00	0.00
9800	Museum Addition - Flooring	5,942.00	5,942.00	0.00	0.00	5,942.00	100.00%	0.00	0.00
9900	Museum Addition - Demolition	2,505.80	2,505.80	0.00	0.00	2,505.80	100.00%	0.00	0.00
10000	Museum Addition - Doors & Frames	2,560.00	2,560.00	0.00	0.00	2,560.00	100.00%	0.00	0.00
10100	Museum Addition Masonry	19,481.70	19,481.70	0.00	0.00	19,481.70	100.00%	0.00	0.00
10200	Museum Addition - Fire Suppression	6,862.00	6,862.00	0.00	0.00	6,862.00	100.00%	0.00	0.00
10300	Museum Addition - Structural Steel	45,291.25	45,291.25	0.00	0.00	45,291.25	100.00%	0.00	0.00
10400	Museum Additon - Metal Roof	69,882.00	69,882.00	0.00	0.00	69,882.00	100.00%	0.00	0.00
10500	Museum Addition - TPO Roof Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
10525	AMOD 25 - Library TPO Roofing	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
10600	Museum Addition - Plumbing	4,000.26	4,000.26	0.00	0.00	4,000.26	100.00%	0.00	0.00
10700	Museum Addition - Door Hardware	21,833.00	21,833.00	0.00	0.00	21,833.00	100.00%	0.00	0.00
10800	Museum Addition - Framing, Drywall, Paint	88,454.00	88,454.00	0.00	0.00	88,454.00	100.00%	0.00	0.00
10900	Museum Addition - HVAC	39,211.32	39,211.32	0.00	0.00	39,211.32	100.00%	0.00	0.00
11000	Museum Addition - Specialty Install	4,903.00	4,903.00	0.00	0.00	4,903.00	100.00%	0.00	0.00
11100	Museum Addition - Material Testing	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	0.00
11200	Museum Addition - General Requirements	14,955.00	14,955.00	0.00	0.00	14,955.00	100.00%	0.00	0.00
11300	Allowance - Back Cabinets & Desks for Offices	219.50	0.00	0.00	0.00	0.00	0.00%	219.50	0.00
11330	AMOD 30 - CM PR 09 Office Millwork Addition	51,580.00	51,580.00	0.00	0.00	51,580.00	100.00%	0.00	0.00
11343	AMOD 43 - CM PR 09 Millwork Backing	4,427.50	4,427.50	0.00	0.00	4,427.50	100.00%	0.00	0.00
11400	Allowance - Flag Pole & Light at Museum	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

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Application No. : 27

Application Date : 05/12/23

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Architect's Project No.:

Invoice # : 1903a-PA27

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
11428	AMOD 28 - Added Flag Pole & Lighting	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	0.00
11500	Allowance - Add 6 Shower Seats at P/F	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
11534	AMOD 34 - Shower Seat Install	469.50	469.50	0.00	0.00	469.50	100.00%	0.00	0.00
11536	AMOD 36 - Shower Seats	2,530.50	2,530.50	0.00	0.00	2,530.50	100.00%	0.00	0.00
11600	Contingency	16,140.16	0.00	0.00	0.00	0.00	0.00%	16,140.16	0.00
11625	CMOD 25 - Stump Removal at Library	759.00	759.00	0.00	0.00	759.00	100.00%	0.00	0.00
11627	CMOD 27 - Library TPO Roofing	3,298.00	3,298.00	0.00	0.00	3,298.00	100.00%	0.00	0.00
11628	CMOD 28 - Mini Blinds to Roller Shades	4,285.00	4,285.00	0.00	0.00	4,285.00	100.00%	0.00	0.00
11631	CMOD 31 - Revision of Shop Drawings	1,097.93	1,097.93	0.00	0.00	1,097.93	100.00%	0.00	0.00
11637	CMOD 37 - Shower Seat (Rm 131)	761.50	761.50	0.00	0.00	761.50	100.00%	0.00	0.00
11638	CMOD 38 - Museum Trusses	38,800.00	38,800.00	0.00	0.00	38,800.00	100.00%	0.00	0.00
11663	CMOD 63 - MEP Coordination at Library	20,613.36	20,613.36	0.00	0.00	20,613.36	100.00%	0.00	0.00
11666	CMOD 66 - OH Door Control Changes in Apparatus Bay	1,591.33	1,591.33	0.00	0.00	1,591.33	100.00%	0.00	0.00
11667	CMOD 67 - Tower Changes	7,750.56	7,750.56	0.00	0.00	7,750.56	100.00%	0.00	0.00
11668	CMOD 68 - Sally Port OH Door Controls	2,102.15	2,102.15	0.00	0.00	2,102.15	100.00%	0.00	0.00
11669	CMOD 69 - Museum Hip Entry Roof Modifications	3,290.00	3,290.00	0.00	0.00	3,290.00	100.00%	0.00	0.00
11671	CMOD 71 - Added TPO Curb at Library North Canopy	1,069.96	1,069.96	0.00	0.00	1,069.96	100.00%	0.00	0.00
11700	Bond	7,947.91	7,947.91	0.00	0.00	7,947.91	100.00%	0.00	0.00
11800	Builders Risk Insurance	2,649.30	2,649.30	0.00	0.00	2,649.30	100.00%	0.00	0.00
11900	General Liability	7,064.81	7,064.81	0.00	0.00	7,064.81	100.00%	0.00	0.00
12000	CM Fee	54,399.04	54,399.04	0.00	0.00	54,399.04	100.00%	0.00	0.00
12050	CO 3 - Remove & Replace Library Ceilings	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
12100	Remove & Replace Library Ceilings-HVAC	6,307.81	6,307.81	0.00	0.00	6,307.81	100.00%	0.00	0.00
12200	Remove & Replace Library Ceilings - Electrical	40,525.18	40,525.18	0.00	0.00	40,525.18	100.00%	0.00	0.00
12300	Remove & Replace Library Ceilings - Framing,Drywall,Ceilings	34,166.00	34,166.00	0.00	0.00	34,166.00	100.00%	0.00	0.00

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			From Previous Application (D+E)	This Period In Place					
12400	Allowance - Paint	3,818.00	0.00	0.00	0.00	0.00	0.00%	3,818.00	0.00
12490	AMOD 90 - Finshing Tile Backer Board in RR	1,182.00	1,182.00	0.00	0.00	1,182.00	100.00%	0.00	0.00
12500	Allowance - Protect Exisitng	2,175.26	0.00	0.00	0.00	0.00	0.00%	2,175.26	0.00
12538	AMOD 38 - Temp Wall	1,253.20	1,253.20	0.00	0.00	1,253.20	100.00%	0.00	0.00
12548	AMOD 48 - Floor Protection at Existing Library	92.22	92.22	0.00	0.00	92.22	100.00%	0.00	0.00
12550	AMOD 50 - Floor Protection	134.97	134.97	0.00	0.00	134.97	100.00%	0.00	0.00
12562	AMOD 62 - Protect Library Floor	44.99	44.99	0.00	0.00	44.99	100.00%	0.00	0.00
12565	AMOD 65 - Book Shelf Protection in Library	349.71	349.71	0.00	0.00	349.71	100.00%	0.00	0.00
12571	AMOD 71 - Library Floor Protection	323.75	323.75	0.00	0.00	323.75	100.00%	0.00	0.00
12572	AMOD 72 - Temp Enclosures	125.90	125.90	0.00	0.00	125.90	100.00%	0.00	0.00
12600	General Requirements	6,700.00	6,700.00	0.00	0.00	6,700.00	100.00%	0.00	0.00
12700	Builders Risk Insurance	291.60	291.60	0.00	0.00	291.60	100.00%	0.00	0.00
12800	General Liability	777.59	777.59	0.00	0.00	777.59	100.00%	0.00	0.00
12900	Contingency	4,859.95	0.00	0.00	0.00	0.00	0.00%	4,859.95	0.00
13000	CM Fee	5,831.94	5,831.94	0.00	0.00	5,831.94	100.00%	0.00	0.00
13100	Remove, Replace, and Patch Library Parking & Sidewalks	61,037.00	61,037.00	0.00	0.00	61,037.00	100.00%	0.00	0.00
13200	Bonds	549.33	549.33	0.00	0.00	549.33	100.00%	0.00	0.00
13300	Builders Risk Insurance	183.11	183.11	0.00	0.00	183.11	100.00%	0.00	0.00
13400	General Liability Insurance	488.30	488.30	0.00	0.00	488.30	100.00%	0.00	0.00
13500	Contingency	3,051.85	0.00	0.00	0.00	0.00	0.00%	3,051.85	0.00
13600	CM Fee	3,918.57	3,918.57	0.00	0.00	3,918.57	100.00%	0.00	0.00
13700	Power and Installation of Air Scrubbers	30,705.10	30,705.10	0.00	0.00	30,705.10	100.00%	0.00	0.00
13800	Added Metal Panels at Library Door 107A	13,150.00	13,150.00	0.00	0.00	13,150.00	100.00%	0.00	0.00
13900	Added ADA Openers at Library	6,134.00	6,134.00	0.00	0.00	6,134.00	100.00%	0.00	0.00
14000	Allowance - Remove/Replace Unsuitable Soils	25,190.00	0.00	0.00	0.00	0.00	0.00%	25,190.00	0.00
14079	AMOD 79 - Remove/Replace Unsuitable Soils	3,655.00	3,655.00	0.00	0.00	3,655.00	100.00%	0.00	0.00
14080	AMOD 80 - Remove/Replace Unsuitable Soils	13,155.00	13,155.00	0.00	0.00	13,155.00	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 27

Application Date : 05/12/23

To: 05/12/23

Architect's Project No.:

Invoice # : 1903a-PA27

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
14100	Covered Parking Soffits, Gutters, and Downspouts	25,039.00	25,039.00	0.00	0.00	25,039.00	100.00%	0.00	0.00
14200	Metal Ceiling Panels at Sallyport/Detention Area	19,557.00	19,557.00	0.00	0.00	19,557.00	100.00%	0.00	0.00
14300	Added Break Metal at Library	14,200.00	14,200.00	0.00	0.00	14,200.00	100.00%	0.00	0.00
14500	General Conditions/General Requirements	62,600.00	62,600.00	0.00	0.00	62,600.00	100.00%	0.00	0.00
14600	Bonds	1,920.47	1,920.47	0.00	0.00	1,920.47	100.00%	0.00	0.00
14700	Builders Risk Insurance	640.16	640.16	0.00	0.00	640.16	100.00%	0.00	0.00
14800	General Liability Insurance	1,707.08	1,707.08	0.00	0.00	1,707.08	100.00%	0.00	0.00
14900	Contingency	146,492.73	0.00	0.00	0.00	0.00	0.00%	146,492.73	0.00
14972	CMOD 72 - Move Gas Line	950.00	950.00	0.00	0.00	950.00	100.00%	0.00	0.00
14973	CMOD 73 - Brick Screen Wall and Credit	1,633.57	1,633.57	0.00	0.00	1,633.57	100.00%	0.00	0.00
14975	CMOD 75 - Cut in Door 195a Strike	400.00	400.00	0.00	0.00	400.00	100.00%	0.00	0.00
14976	CMOD 76 - Added Receipts & Data at Library	1,545.97	1,545.97	0.00	0.00	1,545.97	100.00%	0.00	0.00
14977	CMOD 77 - Various Owner Changes to IT Room	5,173.53	5,173.53	0.00	0.00	5,173.53	100.00%	0.00	0.00
14978	CMOD 78 - Smoke Detectors in Detention Area	11,565.78	11,565.78	0.00	0.00	11,565.78	100.00%	0.00	0.00
14979	CMOD 79 - Move Wall & Window at Library	2,114.00	2,114.00	0.00	0.00	2,114.00	100.00%	0.00	0.00
14980	CMOD 80 - Red Racks	5,709.89	5,709.89	0.00	0.00	5,709.89	100.00%	0.00	0.00
14981	CMOD 81 - Signage Vector Artwork	495.00	495.00	0.00	0.00	495.00	100.00%	0.00	0.00
14982	CMOD 82 - Library Door Frame Lamination	1,786.00	1,786.00	0.00	0.00	1,786.00	100.00%	0.00	0.00
14983	CMOD 83 - Return and Replacement of Mini Fridges	1,573.98	1,573.98	0.00	0.00	1,573.98	100.00%	0.00	0.00
14984	CMOD 84 - Resizing of Library Doors	1,792.29	1,792.29	0.00	0.00	1,792.29	100.00%	0.00	0.00
14985	CMOD 85 - Shower and Locker Room Benches	1,822.21	1,822.21	0.00	0.00	1,822.21	100.00%	0.00	0.00
14986	CMOD 86 - Lay in Diffusers Rooms 172A and 173	854.91	854.91	0.00	0.00	854.91	100.00%	0.00	0.00
14987	CMOD 87 - Fire Dampers In M103 and M105	4,765.31	4,765.31	0.00	0.00	4,765.31	100.00%	0.00	0.00
14988	CMOD 88 - Control Joints and Corner Bead in Corridors	2,875.00	2,875.00	0.00	0.00	2,875.00	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 27

Application Date : 05/12/23

To: 05/12/23

Architect's Project No.:

Invoice # : 1903a-PA27

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
14989	CMOD 89 - Library Header and Column Framing per CM PR 44	2,368.00	2,368.00	0.00	0.00	2,368.00	100.00%	0.00	0.00
14991	CMOD 91- TPO Roof, Gutters, and Downspouts per CM PR 53	7,463.96	7,463.96	0.00	0.00	7,463.96	100.00%	0.00	0.00
14993	CMOD 93 - Museum East Low Roof Framing Changes	6,255.00	6,255.00	0.00	0.00	6,255.00	100.00%	0.00	0.00
14994	CMOD 94 - Doors 114,125 & 126B added Hardware	273.00	273.00	0.00	0.00	273.00	100.00%	0.00	0.00
14995	CMOD 95 - Metal Panels at Lib Condensing Unit Fence	5,660.00	5,660.00	0.00	0.00	5,660.00	100.00%	0.00	0.00
14996	CMOD 96 - Angle Iron for APP Bay Doors	2,865.00	2,865.00	0.00	0.00	2,865.00	100.00%	0.00	0.00
14997	CMOD 97 - Gate Changes at Storage	503.80	503.80	0.00	0.00	503.80	100.00%	0.00	0.00
14998	CMOD 98 - Added #9 Fixture in the Detention Area	1,801.96	1,801.96	0.00	0.00	1,801.96	100.00%	0.00	0.00
14999	CMOD 99 - Added Museum Signage	1,125.00	1,125.00	0.00	0.00	1,125.00	100.00%	0.00	0.00
15000	CM Fee	34,059.17	34,059.17	0.00	0.00	34,059.17	100.00%	0.00	0.00
15101	CMOD 101 - Evidence Locker Changes	4,610.67	4,610.67	0.00	0.00	4,610.67	100.00%	0.00	0.00
15102	CMOD 102 - Permit Fees for State Fire Marshal	1,599.13	1,599.13	0.00	0.00	1,599.13	100.00%	0.00	0.00
15103	CMOD 103 - City Logo Sign	22,417.00	22,417.00	0.00	0.00	22,417.00	100.00%	0.00	0.00
15104	CMOD 104 - Ceramic at Study Rooms	954.00	954.00	0.00	0.00	954.00	100.00%	0.00	0.00
15105	CMOD 105 Paint Detention Furniture	6,379.00	6,379.00	0.00	0.00	6,379.00	100.00%	0.00	0.00
15106	CMOD 106 Door 121 Reorder	617.00	617.00	0.00	0.00	617.00	100.00%	0.00	0.00
15107	CMOD 107 - Added Doors at TLT 104 & 105	10,584.43	10,584.43	0.00	0.00	10,584.43	100.00%	0.00	0.00
15108	CMOD 108 - TV Mounts	750.00	750.00	0.00	0.00	750.00	100.00%	0.00	0.00
15109	CMOD 109 - Sign Badges & Feature Wall Signage	12,698.25	10,023.00	2,675.25	0.00	12,698.25	100.00%	0.00	0.00
15110	CMOD 110 - South Canopy Roof TPO	7,762.50	7,762.50	0.00	0.00	7,762.50	100.00%	0.00	0.00
15111	CMOD 111 - Reception Desk Header	2,368.00	2,368.00	0.00	0.00	2,368.00	100.00%	0.00	0.00
15112	CMOD 112 - Feature Wall	4,366.11	4,366.11	0.00	0.00	4,366.11	100.00%	0.00	0.00
15114	CMOD 114 - Added Transformer Bollards	1,290.00	1,290.00	0.00	0.00	1,290.00	100.00%	0.00	0.00
15115	CMOD 115 - Additional Bollards	971.74	971.74	0.00	0.00	971.74	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 27
Application Date : 05/12/23
To: 05/12/23
Architect's Project No.:

Invoice # : 1903a-PA27 **Contract :** 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
15116	CMOD 116 - Sealing the LVT Floors in the EMSC	1,850.00	1,850.00	0.00	0.00	1,850.00	100.00%	0.00	0.00
15117	CMOD 117 - Re-Keying the Library Exterior Doors	881.00	881.00	0.00	0.00	881.00	100.00%	0.00	0.00
15118	CMOD 118 - Radiant Heater Shutoff Switches	3,520.92	3,520.92	0.00	0.00	3,520.92	100.00%	0.00	0.00
15119	CMOD 119 - Sealing of Tile Floors at EMSC	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00%	0.00	0.00
15120	CMOD 120 - Break Rm 170/Kitchen 115 Millwork	3,988.90	3,988.90	0.00	0.00	3,988.90	100.00%	0.00	0.00
15122	CMOD 122 - Metal Fascia	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00%	0.00	0.00
15123	CMOD 123 - Jail Changes per State Fire Marshal	29,134.94	0.00	1,735.77	0.00	1,735.77	5.96%	27,399.17	0.00
15124	CMOD 124 - Fire Marshal Comments Ceilings & Paint	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
Grand Totals		13,796,530.80	13,492,198.57	4,411.02	0.00	13,496,609.59	97.83%	299,921.21	0.00

Pay Application - Pryor Police, Fire & Library

Amber Ashworth <amber.ashworth@cmswillowbrook.com>
To: Courtney Davis <daviscj@pryorcreek.org>

Fri, Jun 30, 2023 at 1:04 PM

Hi Courtney,

Please see pay application #26. You can use this to compare the retainage amounts on pay application #27.

On the first page you will notice the \$21,386.61 retainage that is being held on line 5 "Retainage". This amount is not included on line 8 "Current Payment Due".

You can also see these amounts on the continuation sheet on the following lines under Column I "Retainage".

2507 AMOD 7 - Glass & Glazing Contract (Advantage Glass)	\$	19,684.99
9700 Museum Addition - Windows	\$	925.75
15107 CMOD 107 - Added Doors at TLT 104 & 105	\$	458.42
15109 CMOD 109 - Sign Badges & Feature Wall Signage	\$	317.45

Hopefully this helps, let me know if you have any further questions.

Thank you,

Amber Ashworth | Project Accountant

3108 S 9th St | Chickasha | OK | 73018

T: 405.445.7229

Office: 405.224.1554

amber.ashworth@cmswillowbrook.com

www.cmswillowbrook.com



APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 1903a-PA26

To Owner: City of Pryor Creek
P.O. Box 1167

Project: 1903a. City of Pryor - Police, Fire, Library

Application No.: 26

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

Pryor, OK 74362

Period To: 4/4/2023

From Contractor: CMSWillowbrook Inc.
P.O. Box 807
Chickasha, OK 73023

Via Architect: Graber & Associates, PC
2415 East Skelly Drive, Suite 101
Tulsa OK 74105

Project Nos:

Contract For: Pryor- Emergency & Library

Contract Date: 1/19/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$516,635.51
2. Net Change By Change Order	\$13,279,895.29
3. Contract Sum To Date	\$13,796,530.80
4. Total Completed and Stored To Date	\$13,492,198.57
5. Retainage:	
a. 0.18% of Completed Work	\$21,386.61
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$21,386.61
6. Total Earned Less Retainage	\$13,470,811.96
7. Less Previous Certificates For Payments	\$13,449,050.79
8. Current Payment Due	\$21,761.17
9. Balance To Finish, Plus Retainage	\$325,718.84

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: CMSWillowbrook Inc.

By: [Signature] Date: 4/4/2023

State of: Oklahoma
Subscribed and sworn to before me this
Notary Public: [Signature]
My Commission expires: 6/7,8/25

County of: Grady
day of April 2023



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$21,761.17

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 4/6/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$13,279,895.29	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$13,279,895.29	\$0.00
Net Changes By Change Order	\$13,279,895.29	

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 26

Application Date : 04/04/23

To: 04/04/23

Architect's Project No.:

Invoice # : 1903a-PA26

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
Bill Group:	1 Amend 1								
50	Amendment No 1	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
100	General Requirements	192,234.00	192,234.00	0.00	0.00	192,234.00	100.00%	0.00	0.00
200	General Conditions	123,600.00	123,600.00	0.00	0.00	123,600.00	100.00%	0.00	0.00
300	BP 1 Demolition (ARK Wrecking)	115,120.00	115,120.00	0.00	0.00	115,120.00	100.00%	0.00	0.00
400	Allowance - Aggregate	3,372.71	0.00	0.00	0.00	0.00	0.00%	3,372.71	0.00
412	AMOD 12 - Pryor Stone Invoices	1,373.53	1,373.53	0.00	0.00	1,373.53	100.00%	0.00	0.00
419	AMOD 19 - Temp. Staging & Ground Stabilization	2,026.49	2,026.49	0.00	0.00	2,026.49	100.00%	0.00	0.00
423	AMOD 23 - Ground Stabilization	4,024.31	4,024.31	0.00	0.00	4,024.31	100.00%	0.00	0.00
432	AMOD 32 - Ground Stabilization	1,210.78	1,210.78	0.00	0.00	1,210.78	100.00%	0.00	0.00
470	AMOD 70 - Aggregate Base for Lay Down	425.18	425.18	0.00	0.00	425.18	100.00%	0.00	0.00
484	AMOD 84 - Remove Aggregate	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00%	0.00	0.00
486	AMOD 86 - Remove Broken Sidewalk	2,067.00	2,067.00	0.00	0.00	2,067.00	100.00%	0.00	0.00
500	Allowance - Temp Partitions	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
538	AMOD 38 - Temp Wall	2,610.54	2,610.54	0.00	0.00	2,610.54	100.00%	0.00	0.00
551	AMOD 51 - Temporary Walls Material	4,889.46	4,889.46	0.00	0.00	4,889.46	100.00%	0.00	0.00
600	CM Contingency	71.23	0.00	0.00	0.00	0.00	0.00%	71.23	0.00
601	CMOD 1 - EM Existing Parking Lot Stabilized Aggrgt Removal	16,905.00	16,905.00	0.00	0.00	16,905.00	100.00%	0.00	0.00
660	CMOD 60 -Extend EF & Plumbing Vents to Retrofit Roof	1,086.69	1,086.69	0.00	0.00	1,086.69	100.00%	0.00	0.00
661	CMOD 61 - Library Added Door Frame	1,542.00	1,542.00	0.00	0.00	1,542.00	100.00%	0.00	0.00
662	CMOD 62 - Wood Doors at Library Museum	2,891.25	2,891.25	0.00	0.00	2,891.25	100.00%	0.00	0.00
664	CMOD 64 - 3" Domestic Water Line Move	426.53	426.53	0.00	0.00	426.53	100.00%	0.00	0.00
700	Bonds	3,851.01	3,851.01	0.00	0.00	3,851.01	100.00%	0.00	0.00
800	Builders Risk Insurance	1,940.91	1,940.91	0.00	0.00	1,940.91	100.00%	0.00	0.00
900	General Liability Insurance	2,533.28	2,533.28	0.00	0.00	2,533.28	100.00%	0.00	0.00
1000	CM Fee	26,933.61	26,933.61	0.00	0.00	26,933.61	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 26

Application Date : 04/04/23

To: 04/04/23

Architect's Project No.:

Invoice # : 1903a-PA26

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
Amend 1 Totals		516,635.51	513,191.57	0.00	0.00	513,191.57	99.33%	3,443.94	0.00
Bill Group:	2 Amend 2								
1050	Amendment No 2	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1100	General Requirements	208,393.00	208,393.00	0.00	0.00	208,393.00	100.00%	0.00	0.00
1200	General Conditions	538,825.00	538,825.00	0.00	0.00	538,825.00	100.00%	0.00	0.00
1300	BP 2 Earthwork (D Owen)	206,500.00	206,500.00	0.00	0.00	206,500.00	100.00%	0.00	0.00
1400	BP 3 Site Utilities - Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1404	AMOD 4 - Site Utilities Contract (Key Maint)	243,640.00	243,640.00	0.00	0.00	243,640.00	100.00%	0.00	0.00
1500	BP 4 Concrete (4G)	1,219,300.00	1,219,300.00	0.00	0.00	1,219,300.00	100.00%	0.00	0.00
1600	BP 5 Masonry (C&N)	557,527.44	557,527.44	0.00	0.00	557,527.44	100.00%	0.00	0.00
1700	BP 6 Structural Steel (Green County)	845,191.00	845,191.00	0.00	0.00	845,191.00	100.00%	0.00	0.00
1800	BP 7 Rough Carpentry (CMS)	114,000.00	114,000.00	0.00	0.00	114,000.00	100.00%	0.00	0.00
1900	BP 8 Millwork (Wood Sys)	100,943.64	100,943.64	0.00	0.00	100,943.64	100.00%	0.00	0.00
2000	BP 9 Roofing - Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2009	AMOD 9 - BP 9a Shingle Roofing Contract (CPR of Tulsa)	535,699.00	535,699.00	0.00	0.00	535,699.00	100.00%	0.00	0.00
2010	AMOD 10 - BP 9b Metal Roofing (Metal Roof Cont)	241,750.00	241,750.00	0.00	0.00	241,750.00	100.00%	0.00	0.00
2100	BP 10 HM Doors & Frames - Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2106	AMOD 6 - Hollow Metal Doors & Frames (Builders Supply)	62,350.00	62,350.00	0.00	0.00	62,350.00	100.00%	0.00	0.00
2114	AMOD 114 - Misc. Hardware	3,506.46	0.00	3,506.46	0.00	3,506.46	100.00%	0.00	0.00
2129	AMOD 29 - Door Opening Revisions	6,481.14	6,481.14	0.00	0.00	6,481.14	100.00%	0.00	0.00
2153	AMOD 53 - Detention Door Frame Install	124.75	124.75	0.00	0.00	124.75	100.00%	0.00	0.00
2157	AMOD 57 - Detention Door Frame Additional Cost	316.57	316.57	0.00	0.00	316.57	100.00%	0.00	0.00
2158	AMOD 58 - Door 183 Knock Down Frame	210.00	210.00	0.00	0.00	210.00	100.00%	0.00	0.00
2164	AMOD 64 - Detention Frame Door Install 2	361.08	361.08	0.00	0.00	361.08	100.00%	0.00	0.00
2200	BP 11 Flush Wood Doors - Allowance	27,837.00	27,837.00	0.00	0.00	27,837.00	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing

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Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 26

Application Date : 04/04/23

To: 04/04/23

Architect's Project No.:

Invoice # : 1903a-PA26

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
2300	BP 12 Overhead Doors (OHD)	106,610.40	106,610.40	0.00	0.00	106,610.40	100.00%	0.00	0.00
2400	BP 13 Door Hardware Material (Mur Womble)	175,216.50	175,216.50	0.00	0.00	175,216.50	100.00%	0.00	0.00
2500	BP 14 Glass & Glazing - Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2507	AMOD 7 - Glass & Glazing Contract (Advantage Glass)	393,700.00	393,700.00	0.00	0.00	393,700.00	100.00%	0.00	19,684.99
2600	BP 15 Framing, Drywall,Ceilings (Six Guns)	482,000.00	482,000.00	0.00	0.00	482,000.00	100.00%	0.00	0.00
2700	BP 16 Flooring (Arch Flooring)	173,950.00	173,950.00	0.00	0.00	173,950.00	100.00%	0.00	0.00
2800	BP 17 Painting - Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2805	AMOD 5 - Painting Contract (Six Guns)	118,980.00	118,980.00	0.00	0.00	118,980.00	100.00%	0.00	0.00
2900	BP 18 Specialties (Material)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
3000	Toilet Partitions - Allowance	1,550.00	0.00	0.00	0.00	0.00	0.00%	1,550.00	0.00
3027	AMOD 27 - Stainless Steel Toilet Partitions	10,450.00	10,450.00	0.00	0.00	10,450.00	100.00%	0.00	0.00
3100	Folding Partitions (Mur Womble)	25,196.00	25,196.00	0.00	0.00	25,196.00	100.00%	0.00	0.00
3200	Wall Protection (Y.I. Spec)	2,115.00	2,115.00	0.00	0.00	2,115.00	100.00%	0.00	0.00
3300	Toilet Accessories (Y.I. Spec)	13,536.00	13,536.00	0.00	0.00	13,536.00	100.00%	0.00	0.00
3400	Fire Extinguisher - Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
3459	AMOD 59 - Fire Extinguishers and Cabinets for EMS Center	3,963.31	3,963.31	0.00	0.00	3,963.31	100.00%	0.00	0.00
3460	AMOD 60 - Fire Extinguishers & Cabinets for Library	978.39	978.39	0.00	0.00	978.39	100.00%	0.00	0.00
3500	Welded Lockers (SW Sol Combo Bid)	130,112.00	130,112.00	0.00	0.00	130,112.00	100.00%	0.00	0.00
3600	Special Evidence Lockers (SW Sol)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
3700	Property & Evidence (SW Sol)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
3800	Shelving (SW Sol)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
3900	BP 19 Signage (J&B Graphics)	14,173.01	14,173.01	0.00	0.00	14,173.01	100.00%	0.00	0.00
4000	BP 20 Residential Appliances	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
4100	Washer Extractors (RJ Kool)	18,128.00	18,128.00	0.00	0.00	18,128.00	100.00%	0.00	0.00
4200	Appliances - Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
4222	AMOD 22 - Appliances	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00%	0.00	0.00
4300	BP 21 Specialty Equip & Access - Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing

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Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 26

Application Date : 04/04/23

To: 04/04/23

Architect's Project No.:

Invoice # : 1903a-PA26

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
4315	AMOD 15 - Vehicle Exhaust System	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	0.00
4400	BP 22 Casework (Void)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
4500	BP 23 Window Treatments (Cont Drapery)	4,710.00	4,710.00	0.00	0.00	4,710.00	100.00%	0.00	0.00
4600	BP 24 Landscaping - Allowance	23,384.24	0.00	0.00	0.00	0.00	0.00%	23,384.24	0.00
4601	AMOD 101 - Canopy Arches Wall Panels	8,850.00	8,850.00	0.00	0.00	8,850.00	100.00%	0.00	0.00
4602	AMOD 102 - Added Canopy Arch Framing	1,693.00	1,693.00	0.00	0.00	1,693.00	100.00%	0.00	0.00
4608	AMOD 108 - Regrade around Sidewalks - Library	520.00	520.00	0.00	0.00	520.00	100.00%	0.00	0.00
4613	AMOD 113 - Sod Install	412.76	412.76	0.00	0.00	412.76	100.00%	0.00	0.00
4698	AMOD 98 - Sod Supply & Installation	10,140.00	10,140.00	0.00	0.00	10,140.00	100.00%	0.00	0.00
4700	BP 25 Fencing & Gates (Robinson)	130,411.30	130,411.30	0.00	0.00	130,411.30	100.00%	0.00	0.00
4800	BP 26 Fire Suppression (Frazier)	109,760.00	109,760.00	0.00	0.00	109,760.00	100.00%	0.00	0.00
4900	BP 27 HVAC (Vision Air)	748,614.85	748,614.85	0.00	0.00	748,614.85	100.00%	0.00	0.00
5000	BP 28 Electrical (2 J's Elect)	1,162,734.50	1,162,734.50	0.00	0.00	1,162,734.50	100.00%	0.00	0.00
5100	BP 29 Detention Specialties (Sweeper)	304,470.00	304,470.00	0.00	0.00	304,470.00	100.00%	0.00	0.00
5200	BP 30 Plumbing (Midwest Mech)	603,690.36	603,690.36	0.00	0.00	603,690.36	100.00%	0.00	0.00
5300	Allowance - MEP	3,530.45	0.00	0.00	0.00	0.00	0.00%	3,530.45	0.00
5302	AMOD 2 - Removal of Unforseen 8" Piping Beneath Bld Pad	2,530.00	2,530.00	0.00	0.00	2,530.00	100.00%	0.00	0.00
5303	AMOD 103 - Dry Heads at Library Vestibules	856.00	856.00	0.00	0.00	856.00	100.00%	0.00	0.00
5304	AMOD 104 - Duct Detectors & Relays for Smoke Dampers	3,418.48	3,418.48	0.00	0.00	3,418.48	100.00%	0.00	0.00
5306	AMOD 106 - Ceiling Grid at Hoods	650.00	650.00	0.00	0.00	650.00	100.00%	0.00	0.00
5307	AMOD 107 - Added Jumbo Plates for Punch Item 391	117.75	117.75	0.00	0.00	117.75	100.00%	0.00	0.00
5309	AMOD 109 - Added Wall Heater in Library Mech Closet 117	1,761.57	1,761.57	0.00	0.00	1,761.57	100.00%	0.00	0.00
5310	AMOD 110 - EMSC Entry Door Strikes	1,377.73	1,377.73	0.00	0.00	1,377.73	100.00%	0.00	0.00
5311	AMOD 111 - Exhaust Fan TLT 123	88.06	88.06	0.00	0.00	88.06	100.00%	0.00	0.00
5312	AMOD 112 - Added Garbage Disposal in Library Kitchen 122	1,492.63	1,492.63	0.00	0.00	1,492.63	100.00%	0.00	0.00

CONTINUATION SHEET

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Application No. : 26

Application Date : 04/04/23

To: 04/04/23

Architect's Project No.:

Invoice # : 1903a-PA26

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
5333	AMOD 33 - Museum Air Device Price Increase	294.57	294.57	0.00	0.00	294.57	100.00%	0.00	0.00
5345	AMOD 45 - Secure Duct to Structure - Library	2,724.73	2,724.73	0.00	0.00	2,724.73	100.00%	0.00	0.00
5361	AMOD 61- Add Fittings EM Services Center Fire Riser	683.00	683.00	0.00	0.00	683.00	100.00%	0.00	0.00
5382	AMOD 82 - DSS 2&3 Upsizing	1,722.01	1,722.01	0.00	0.00	1,722.01	100.00%	0.00	0.00
5383	AMOD 83 - Ceiling Adjustments for Mech Equipment	3,049.00	3,049.00	0.00	0.00	3,049.00	100.00%	0.00	0.00
5388	AMOD 88 - Unit11 HVAC Penetration	1,352.89	1,352.89	0.00	0.00	1,352.89	100.00%	0.00	0.00
5389	AMOD 89 - Misc. Drywall Patches Lobby Area	660.00	660.00	0.00	0.00	660.00	100.00%	0.00	0.00
5391	AMOD 91 - Smoke Dampers at Detention Area	2,589.40	2,589.40	0.00	0.00	2,589.40	100.00%	0.00	0.00
5393	AMOD 93 - Roof Conduit Boot and Flashing	296.65	296.65	0.00	0.00	296.65	100.00%	0.00	0.00
5394	AMOD 94 - Laundry Room 127 Patches	420.00	420.00	0.00	0.00	420.00	100.00%	0.00	0.00
5395	AMOD 95 - SEF and SSF Motor Starter Supply	1,112.84	1,112.84	0.00	0.00	1,112.84	100.00%	0.00	0.00
5396	AMOD 96 - Kitchen Hood Connection to Fire Suppression	1,875.00	1,875.00	0.00	0.00	1,875.00	100.00%	0.00	0.00
5397	AMOD 97 - Laundry Room 215 Lowering Washer Box	244.61	244.61	0.00	0.00	244.61	100.00%	0.00	0.00
5399	AMOD 99 - CMU Block Repairs at Doors & Laundry Rm 215	2,152.63	2,152.63	0.00	0.00	2,152.63	100.00%	0.00	0.00
5400	Allowance - Sealants & Waterproofing	6,016.25	0.00	0.00	0.00	0.00	0.00%	6,016.25	0.00
5437	AMOD 37 - Temp Roof TPO at Library	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
5442	AMOD 42 - Metal Panels at Emergency Center Tower	19,624.52	19,624.52	0.00	0.00	19,624.52	100.00%	0.00	0.00
5449	AMOD 49 - Metal Panels at Museum	3,900.00	3,900.00	0.00	0.00	3,900.00	100.00%	0.00	0.00
5455	AMOD 55 - Firestopping Top of Masonry Wall	1,983.75	1,983.75	0.00	0.00	1,983.75	100.00%	0.00	0.00
5500	Allowance - Misc. Metals	300.80	0.00	0.00	0.00	0.00	0.00%	300.80	0.00
5547	AMOD 47 - Window Angle	77.70	77.70	0.00	0.00	77.70	100.00%	0.00	0.00
5575	AMOD 75 - Additional Lintels at Library	699.20	699.20	0.00	0.00	699.20	100.00%	0.00	0.00
5600	Allowance - Protect Existing	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

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Architect's Project No.:

Invoice # : 1903a-PA26

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
5638	AMOD 38 - Temp Wall	3,722.73	3,722.73	0.00	0.00	3,722.73	100.00%	0.00	0.00
5652	AMOD 52 - Library & Apparatus Bay Openings	5,327.74	5,327.74	0.00	0.00	5,327.74	100.00%	0.00	0.00
5677	AMOD 77 - Protect Existing Library from Weather	835.51	835.51	0.00	0.00	835.51	100.00%	0.00	0.00
5678	AMOD 78 - Protect Library Existing	114.02	114.02	0.00	0.00	114.02	100.00%	0.00	0.00
5700	Allowance - Misc. Patching/Painting	1,000.00	0.00	0.00	0.00	0.00	0.00%	1,000.00	0.00
5705	AMOD 105 - Library Opener Sheetrock Patch	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
5800	Allowance - Patch/Repair Paving	72.00	0.00	0.00	0.00	0.00	0.00%	72.00	0.00
5881	AMOD 81 - Core Drilling Fence Posts	1,919.50	1,919.50	0.00	0.00	1,919.50	100.00%	0.00	0.00
5885	AMOD 85 - Library Parking Spots	3,008.50	3,008.50	0.00	0.00	3,008.50	100.00%	0.00	0.00
5900	Allowance - Testing	13,562.50	0.00	0.00	0.00	0.00	0.00%	13,562.50	0.00
5901	AMOD 1 - Earthwork Monitoring thru 4/17/21	185.00	185.00	0.00	0.00	185.00	100.00%	0.00	0.00
5903	AMOD 3 - Earthwork Monitoring thru 5/15/21	2,453.75	2,453.75	0.00	0.00	2,453.75	100.00%	0.00	0.00
5908	AMOD 8 - Earthwork Monitoring thru 6/12/21	1,687.50	1,687.50	0.00	0.00	1,687.50	100.00%	0.00	0.00
5911	AMOD 11 - Earthwork Monitoring thru 7/10/21	708.75	708.75	0.00	0.00	708.75	100.00%	0.00	0.00
5913	AMOD 13 - Earthwork & Concrete Testing through 8/19/21	1,993.75	1,993.75	0.00	0.00	1,993.75	100.00%	0.00	0.00
5914	AMOD 14 - Concrete Testing 9/15/2021	2,385.00	2,385.00	0.00	0.00	2,385.00	100.00%	0.00	0.00
5916	AMOD 16 - Masonry & Concrete Testing through 10/15/2021	2,675.50	2,675.50	0.00	0.00	2,675.50	100.00%	0.00	0.00
5917	AMOD 17 - Testing 11/19/2021	3,013.00	3,013.00	0.00	0.00	3,013.00	100.00%	0.00	0.00
5920	AMOD 20 - Testing 12/11/2021	5,715.25	5,715.25	0.00	0.00	5,715.25	100.00%	0.00	0.00
5926	AMOD 26 - Testing 1/15/22	5,438.75	5,438.75	0.00	0.00	5,438.75	100.00%	0.00	0.00
5931	AMOD 31 - Testing 2/12/22	1,230.00	1,230.00	0.00	0.00	1,230.00	100.00%	0.00	0.00
5944	AMOD 44 - Testing 3/17/2022	311.25	311.25	0.00	0.00	311.25	100.00%	0.00	0.00
5967	AMOD 67 - Testing 4/19/22	2,591.25	2,591.25	0.00	0.00	2,591.25	100.00%	0.00	0.00
5969	AMOD 69 - Testing 05/14/2022	2,230.00	2,230.00	0.00	0.00	2,230.00	100.00%	0.00	0.00
5976	AMOD 76 - Testing 6/11/2022	1,413.75	1,413.75	0.00	0.00	1,413.75	100.00%	0.00	0.00
5987	AMOD 87 - Testing 7/16/22	1,808.75	1,808.75	0.00	0.00	1,808.75	100.00%	0.00	0.00
5999	AMOD 100 - Testing 9/10/22	596.25	596.25	0.00	0.00	596.25	100.00%	0.00	0.00

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			From Previous Application (D+E)	This Period In Place					
6000	Allowance - Pier/Casing Depth	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
6046	AMOD46 -Covered Parking Metal Panels,Gutters,&Downspouts	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
6100	Allowance - Steel	4,158.76	0.00	0.00	0.00	0.00	0.00%	4,158.76	0.00
6118	AMOD 18 - Metal Soffit Price Increase	7,535.04	7,535.04	0.00	0.00	7,535.04	100.00%	0.00	0.00
6121	AMOD 21 - 12 Bollards Additional Cost	405.00	405.00	0.00	0.00	405.00	100.00%	0.00	0.00
6139	AMOD 39 - Museum Metal Decking	11,750.00	11,750.00	0.00	0.00	11,750.00	100.00%	0.00	0.00
6140	AMOD 40 - Museum Trusses	3,250.00	3,250.00	0.00	0.00	3,250.00	100.00%	0.00	0.00
6154	AMOD 54 - Added Mezzanine Angle	1,107.20	1,107.20	0.00	0.00	1,107.20	100.00%	0.00	0.00
6174	AMOD 74 - Soffit Panel Framing Break Metal	1,244.00	1,244.00	0.00	0.00	1,244.00	100.00%	0.00	0.00
6192	AMOD 92 - Library Deck Cutoff	750.00	750.00	0.00	0.00	750.00	100.00%	0.00	0.00
6200	CM Contingency	4,735.95	0.00	0.00	0.00	0.00	0.00%	4,735.95	0.00
6204	CMOD 4 - Adding Height EM Bldg Pad	10,650.00	10,650.00	0.00	0.00	10,650.00	100.00%	0.00	0.00
6205	CMOD 5 - Additional Bid Cost - Site Utilities (Key Maint)	12,830.00	12,830.00	0.00	0.00	12,830.00	100.00%	0.00	0.00
6206	CMOD 6 - Additional Bid Cost - Painting (Six Guns)	42,752.00	42,752.00	0.00	0.00	42,752.00	100.00%	0.00	0.00
6208	CMOD 8 - BP 9b Metal Roofing (Metal Roof Cont)	301,900.00	301,900.00	0.00	0.00	301,900.00	100.00%	0.00	0.00
6212	CMOD 12 - Library Tree Demolition	8,350.00	8,350.00	0.00	0.00	8,350.00	100.00%	0.00	0.00
6213	CMOD 13 - Cost Increase for HVAC Units	16,994.95	16,994.95	0.00	0.00	16,994.95	100.00%	0.00	0.00
6214	CMOD 14 - Additional Storefront Colors	3,652.50	3,652.50	0.00	0.00	3,652.50	100.00%	0.00	0.00
6215	CMOD 15 - Vehicle Exhaust System	4,974.00	4,974.00	0.00	0.00	4,974.00	100.00%	0.00	0.00
6216	CMOD 16 - Kitchen Hood	3,477.42	3,477.42	0.00	0.00	3,477.42	100.00%	0.00	0.00
6217	CMOD 17 - Storage Building Change to PEMB	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	0.00
6221	CMOD 21 - Appliances	2,509.57	2,509.57	0.00	0.00	2,509.57	100.00%	0.00	0.00
6222	CMOD 22 - Unsuitable Soil Replacement - S EM Center	3,831.80	3,831.80	0.00	0.00	3,831.80	100.00%	0.00	0.00
6223	CMOD 23 - Unsuitable Soils - Alt Storage Bldg Footings	1,186.90	1,186.90	0.00	0.00	1,186.90	100.00%	0.00	0.00
6226	CMOD 26 - Curb Line Discrepancy & Unsuitable Soils	12,423.00	12,423.00	0.00	0.00	12,423.00	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 26

Application Date : 04/04/23

To: 04/04/23

Architect's Project No.:

Invoice # : 1903a-PA26

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
6229	CMOD 29 - Flag Poles Police & Fire	9,970.00	9,970.00	0.00	0.00	9,970.00	100.00%	0.00	0.00
6230	CMOD 30 - Smoke Dampers in Sleeping Quarters	1,323.59	1,323.59	0.00	0.00	1,323.59	100.00%	0.00	0.00
6232	CMOD 32 - Unforeseen Additional Trenching Costs	7,721.39	7,721.39	0.00	0.00	7,721.39	100.00%	0.00	0.00
6233	CMOD 33 - Added Flag Pole & Lighting	4,027.78	4,027.78	0.00	0.00	4,027.78	100.00%	0.00	0.00
6234	CMOD 34 - CM PR 08 Library Unforeseen Dimension Change	12,508.80	12,508.80	0.00	0.00	12,508.80	100.00%	0.00	0.00
6235	CMOD 35 - CM PR 14 Added Vanity Lights	1,941.46	1,941.46	0.00	0.00	1,941.46	100.00%	0.00	0.00
6236	CMOD 36-CM PR 13 Data Drop for Wireless Access Points	7,671.53	7,671.53	0.00	0.00	7,671.53	100.00%	0.00	0.00
6239	CMOD 39 - TV Blocking	2,570.00	2,570.00	0.00	0.00	2,570.00	100.00%	0.00	0.00
6240	CMOD40-Covered Parking Metal Panels,Gutters,&Downspouts	17,262.00	17,262.00	0.00	0.00	17,262.00	100.00%	0.00	0.00
6241	CMOD 41 - Workstation 199 Millwork	20,687.54	20,687.54	0.00	0.00	20,687.54	100.00%	0.00	0.00
6242	CMOD 42 - Breakroom 170 Furr Out	2,260.00	2,260.00	0.00	0.00	2,260.00	100.00%	0.00	0.00
6243	CMOD 43 - Dedicated Circuits at Dispatch	5,076.84	5,076.84	0.00	0.00	5,076.84	100.00%	0.00	0.00
6245	CMOD 45 - Camera Low Voltage	6,928.40	6,928.40	0.00	0.00	6,928.40	100.00%	0.00	0.00
6246	CMOD 46 - Sink Change	568.85	568.85	0.00	0.00	568.85	100.00%	0.00	0.00
6248	CMOD 48 - Washer & Drying Cabinet Model Change	2,995.00	2,995.00	0.00	0.00	2,995.00	100.00%	0.00	0.00
6249	CMOD 49 - Added Light Switches in Detention Area	5,652.26	5,652.26	0.00	0.00	5,652.26	100.00%	0.00	0.00
6250	CMOD 50 - PR 24 Walls to Structure Only	28,531.00	28,531.00	0.00	0.00	28,531.00	100.00%	0.00	0.00
6251	CMOD 51 - PR 24 Fire Dampers in Sleeping Quarters	1,754.49	1,754.49	0.00	0.00	1,754.49	100.00%	0.00	0.00
6252	CMOD 52 - Truck Wash Equipment	5,529.00	5,529.00	0.00	0.00	5,529.00	100.00%	0.00	0.00
6253	CMOD 53 - RFI 137 Locker Room Soffit	1,828.00	1,828.00	0.00	0.00	1,828.00	100.00%	0.00	0.00
6255	CMOD 55 - Emergency Added Voice Drops	15,820.35	15,820.35	0.00	0.00	15,820.35	100.00%	0.00	0.00
6256	CMOD 56 -PR32 Masonry Wall Fur Out & Brick Cleaning	12,464.66	12,464.66	0.00	0.00	12,464.66	100.00%	0.00	0.00
6257	CMOD 57 - Solid Surface Changes	3,408.24	3,408.24	0.00	0.00	3,408.24	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 26

Application Date : 04/04/23

To: 04/04/23

Architect's Project No.:

Invoice # : 1903a-PA26

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
6258	CMOD 58 - DSS 2&3 Upsizing	14,802.11	14,802.11	0.00	0.00	14,802.11	100.00%	0.00	0.00
6259	CMOD 59 -Extend Furnace Flue Pipes Library to Retro Fit Roof	16,326.37	16,326.37	0.00	0.00	16,326.37	100.00%	0.00	0.00
6260	CMOD 60 -Extend EF & Plumbing Vents to Retrofit Roof	8,580.37	8,580.37	0.00	0.00	8,580.37	100.00%	0.00	0.00
6300	Bonds	97,376.44	97,376.44	0.00	0.00	97,376.44	100.00%	0.00	0.00
6400	Builders Risk Insurance	42,727.09	42,727.09	0.00	0.00	42,727.09	100.00%	0.00	0.00
6500	General Liability Insurance	85,795.99	85,795.99	0.00	0.00	85,795.99	100.00%	0.00	0.00
6600	CM Fee	594,566.23	594,566.23	0.00	0.00	594,566.23	100.00%	0.00	0.00
Amend 2 Totals		11,403,751.79	11,341,934.38	3,506.46	0.00	11,345,440.84	99.49%	58,310.95	19,684.99
Bill Group:	3 CO 1								
6700	CO 1 - Overhead Door Height Adjustment	51,661.51	51,661.51	0.00	0.00	51,661.51	100.00%	0.00	0.00
CO 1 Totals		51,661.51	51,661.51	0.00	0.00	51,661.51	100.00%	0.00	0.00
Bill Group:	4 CO 2								
6800	CO 2 - Various Owner/Architect Changes	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
6900	Added 12 Bollards	7,170.26	7,170.26	0.00	0.00	7,170.26	100.00%	0.00	0.00
7000	Added Radio Tower Foundation	4,749.76	4,749.76	0.00	0.00	4,749.76	100.00%	0.00	0.00
7100	Wall Type Change Per RFI 005 & 016	875.00	875.00	0.00	0.00	875.00	100.00%	0.00	0.00
7200	Omit Security Cameras from Project	-19,672.00	-19,672.00	0.00	0.00	-19,672.00	100.00%	0.00	0.00
7300	Detention Door & Hardware Change	17,698.00	17,698.00	0.00	0.00	17,698.00	100.00%	0.00	0.00
7400	Added Gun Lockers & Wall Change	6,910.69	6,910.69	0.00	0.00	6,910.69	100.00%	0.00	0.00
7500	Exhaust Fan to Wall Mount	851.30	851.30	0.00	0.00	851.30	100.00%	0.00	0.00
7600	CM PR 01 Move Cuff Bench & Booking172B Millwork	2,397.74	2,397.74	0.00	0.00	2,397.74	100.00%	0.00	0.00
7700	CM PR 02 Conf 163 Delete Millwork & Appliances	-3,599.68	-3,599.68	0.00	0.00	-3,599.68	100.00%	0.00	0.00
7800	CM PR 03 Add Conduit from Alt Storg to P/F	11,279.30	11,279.30	0.00	0.00	11,279.30	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing

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Application No. : 26

Application Date : 04/04/23

To: 04/04/23

Architect's Project No.:

Invoice # : 1903a-PA26

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
7900	CM PR 04 Sleeping Quarters/Detention Area	9,183.34	9,183.34	0.00	0.00	9,183.34	100.00%	0.00	0.00
8000	CM PR 05 Electrical	137,526.28	137,526.28	0.00	0.00	137,526.28	100.00%	0.00	0.00
8100	CM PR 05 Plumbing	1,849.45	1,849.45	0.00	0.00	1,849.45	100.00%	0.00	0.00
8200	CM PR 05 Fencing	28,125.90	28,125.90	0.00	0.00	28,125.90	100.00%	0.00	0.00
8300	CM PR 05 HVAC	1,253.98	1,253.98	0.00	0.00	1,253.98	100.00%	0.00	0.00
8400	CM PR 05 Millwork	3,271.40	3,271.40	0.00	0.00	3,271.40	100.00%	0.00	0.00
8500	CM PR 05 Concrete	-523.25	-523.25	0.00	0.00	-523.25	100.00%	0.00	0.00
8600	CM PR 05 Demo Allowance	798.50	0.00	0.00	0.00	0.00	0.00%	798.50	0.00
8685	AMOD 85 - Library Parking Spots	201.50	201.50	0.00	0.00	201.50	100.00%	0.00	0.00
8700	CM PR 05 Steel Allowance	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
8800	CM PR 05 Access Panels Allowance	629.20	0.00	0.00	0.00	0.00	0.00%	629.20	0.00
8835	AMOD 35 - Access Panels	1,073.80	1,073.80	0.00	0.00	1,073.80	100.00%	0.00	0.00
8841	AMOD 41 - Mechanical Platform Floor Hatches	2,564.00	2,564.00	0.00	0.00	2,564.00	100.00%	0.00	0.00
8866	AMOD 66 - PR 5 - Misc Changes	2,233.00	2,233.00	0.00	0.00	2,233.00	100.00%	0.00	0.00
8900	CM PR 05 Tile Back Splash Allowance	450.00	0.00	0.00	0.00	0.00	0.00%	450.00	0.00
9000	CM PR 05 Bollards Allowance	1,942.00	0.00	0.00	0.00	0.00	0.00%	1,942.00	0.00
9024	AMOD 24 - 2 Additional Bollards	1,058.00	1,058.00	0.00	0.00	1,058.00	100.00%	0.00	0.00
9100	CM PR 06 Added Cooker Gas Line	1,301.98	1,301.98	0.00	0.00	1,301.98	100.00%	0.00	0.00
9200	CM PR 07 Various Owner Request	26,059.54	26,059.54	0.00	0.00	26,059.54	100.00%	0.00	0.00
9300	Finish Changes per drawing GH2	45,197.00	45,197.00	0.00	0.00	45,197.00	100.00%	0.00	0.00
9400	Museum Addition - Earthwork	19,800.00	19,800.00	0.00	0.00	19,800.00	100.00%	0.00	0.00
9500	Museum Addition - Electrical	80,536.97	80,536.97	0.00	0.00	80,536.97	100.00%	0.00	0.00
9600	Museum Addition - Concrete	55,036.00	55,036.00	0.00	0.00	55,036.00	100.00%	0.00	0.00
9700	Museum Addition - Windows	18,515.00	18,515.00	0.00	0.00	18,515.00	100.00%	0.00	925.75
9800	Museum Addition - Flooring	5,942.00	5,942.00	0.00	0.00	5,942.00	100.00%	0.00	0.00
9900	Museum Addition - Demolition	2,505.80	2,505.80	0.00	0.00	2,505.80	100.00%	0.00	0.00
10000	Museum Addition - Doors & Frames	2,560.00	2,560.00	0.00	0.00	2,560.00	100.00%	0.00	0.00
10100	Museum Addition Masonry	19,481.70	19,481.70	0.00	0.00	19,481.70	100.00%	0.00	0.00
10200	Museum Addition - Fire Suppression	6,862.00	6,862.00	0.00	0.00	6,862.00	100.00%	0.00	0.00
10300	Museum Addition - Structural Steel	45,291.25	45,291.25	0.00	0.00	45,291.25	100.00%	0.00	0.00
10400	Museum Additon - Metal Roof	69,882.00	69,882.00	0.00	0.00	69,882.00	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing

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Application No. : 26

Application Date : 04/04/23

To: 04/04/23

Architect's Project No.:

Invoice # : 1903a-PA26

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
10500	Museum Addition - TPO Roof Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
10525	AMOD 25 - Library TPO Roofing	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
10600	Museum Addition - Plumbing	4,000.26	4,000.26	0.00	0.00	4,000.26	100.00%	0.00	0.00
10700	Museum Addition - Door Hardware	21,833.00	21,833.00	0.00	0.00	21,833.00	100.00%	0.00	0.00
10800	Museum Addition - Framing, Drywall, Paint	88,454.00	88,454.00	0.00	0.00	88,454.00	100.00%	0.00	0.00
10900	Museum Addition - HVAC	39,211.32	39,211.32	0.00	0.00	39,211.32	100.00%	0.00	0.00
11000	Museum Addition - Specialty Install	4,903.00	4,903.00	0.00	0.00	4,903.00	100.00%	0.00	0.00
11100	Museum Addition - Material Testing	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	0.00
11200	Museum Addition - General Requirements	14,955.00	14,955.00	0.00	0.00	14,955.00	100.00%	0.00	0.00
11300	Allowance - Back Cabinets & Desks for Offices	219.50	0.00	0.00	0.00	0.00	0.00%	219.50	0.00
11330	AMOD 30 - CM PR 09 Office Millwork Addition	51,580.00	51,580.00	0.00	0.00	51,580.00	100.00%	0.00	0.00
11343	AMOD 43 - CM PR 09 Millwork Backing	4,427.50	4,427.50	0.00	0.00	4,427.50	100.00%	0.00	0.00
11400	Allowance - Flag Pole & Light at Museum	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
11428	AMOD 28 - Added Flag Pole & Lighting	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	0.00
11500	Allowance - Add 6 Shower Seats at P/F	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
11534	AMOD 34 - Shower Seat Install	469.50	469.50	0.00	0.00	469.50	100.00%	0.00	0.00
11536	AMOD 36 - Shower Seats	2,530.50	2,530.50	0.00	0.00	2,530.50	100.00%	0.00	0.00
11600	Contingency	16,140.16	0.00	0.00	0.00	0.00	0.00%	16,140.16	0.00
11625	CMOD 25 - Stump Removal at Library	759.00	759.00	0.00	0.00	759.00	100.00%	0.00	0.00
11627	CMOD 27 - Library TPO Roofing	3,298.00	3,298.00	0.00	0.00	3,298.00	100.00%	0.00	0.00
11628	CMOD 28 - Mini Blinds to Roller Shades	4,285.00	4,285.00	0.00	0.00	4,285.00	100.00%	0.00	0.00
11631	CMOD 31 - Revision of Shop Drawings	1,097.93	1,097.93	0.00	0.00	1,097.93	100.00%	0.00	0.00
11637	CMOD 37 - Shower Seat (Rm 131)	761.50	761.50	0.00	0.00	761.50	100.00%	0.00	0.00
11638	CMOD 38 - Museum Trusses	38,800.00	38,800.00	0.00	0.00	38,800.00	100.00%	0.00	0.00
11663	CMOD 63 - MEP Coordination at Library	20,613.36	20,613.36	0.00	0.00	20,613.36	100.00%	0.00	0.00

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Application No. : 26

Application Date : 04/04/23

To: 04/04/23

Architect's Project No.:

Invoice # : 1903a-PA26

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
11666	CMOD 66 - OH Door Control Changes in Apparatus Bay	1,591.33	1,591.33	0.00	0.00	1,591.33	100.00%	0.00	0.00
11667	CMOD 67 - Tower Changes	7,750.56	7,750.56	0.00	0.00	7,750.56	100.00%	0.00	0.00
11668	CMOD 68 - Sally Port OH Door Controls	2,102.15	2,102.15	0.00	0.00	2,102.15	100.00%	0.00	0.00
11669	CMOD 69 - Museum Hip Entry Roof Modifications	3,290.00	3,290.00	0.00	0.00	3,290.00	100.00%	0.00	0.00
11671	CMOD 71 - Added TPO Curb at Library North Canopy	1,069.96	1,069.96	0.00	0.00	1,069.96	100.00%	0.00	0.00
11700	Bond	7,947.91	7,947.91	0.00	0.00	7,947.91	100.00%	0.00	0.00
11800	Builders Risk Insurance	2,649.30	2,649.30	0.00	0.00	2,649.30	100.00%	0.00	0.00
11900	General Liability	7,064.81	7,064.81	0.00	0.00	7,064.81	100.00%	0.00	0.00
12000	CM Fee	54,399.04	54,399.04	0.00	0.00	54,399.04	100.00%	0.00	0.00
CO 2 Totals		1,043,472.30	1,018,292.94	0.00	0.00	1,018,292.94	97.59%	25,179.36	925.75
Bill Group:	5 CO 3								
12050	CO 3 - Remove & Replace Library Ceilings	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
12100	Remove & Replace Library Ceilings- HVAC	6,307.81	6,307.81	0.00	0.00	6,307.81	100.00%	0.00	0.00
12200	Remove & Replace Library Ceilings - Electrical	40,525.18	40,525.18	0.00	0.00	40,525.18	100.00%	0.00	0.00
12300	Remove & Replace Library Ceilings - Framing,Drywall,Ceilings	34,166.00	34,166.00	0.00	0.00	34,166.00	100.00%	0.00	0.00
12400	Allowance - Paint	3,818.00	0.00	0.00	0.00	0.00	0.00%	3,818.00	0.00
12490	AMOD 90 - Finshing Tile Backer Board in RR	1,182.00	1,182.00	0.00	0.00	1,182.00	100.00%	0.00	0.00
12500	Allowance - Protect Exisitng	2,175.26	0.00	0.00	0.00	0.00	0.00%	2,175.26	0.00
12538	AMOD 38 - Temp Wall	1,253.20	1,253.20	0.00	0.00	1,253.20	100.00%	0.00	0.00
12548	AMOD 48 - Floor Protection at Existing Library	92.22	92.22	0.00	0.00	92.22	100.00%	0.00	0.00
12550	AMOD 50 - Floor Protection	134.97	134.97	0.00	0.00	134.97	100.00%	0.00	0.00
12562	AMOD 62 - Protect Library Floor	44.99	44.99	0.00	0.00	44.99	100.00%	0.00	0.00
12565	AMOD 65 - Book Shelf Protection in Library	349.71	349.71	0.00	0.00	349.71	100.00%	0.00	0.00
12571	AMOD 71 - Library Floor Protection	323.75	323.75	0.00	0.00	323.75	100.00%	0.00	0.00

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Application and Certification for Payment, containing

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To: 04/04/23

Architect's Project No.:

Invoice # : 1903a-PA26

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			From Previous Application (D+E)	This Period In Place					
12572	AMOD 72 - Temp Enclosures	125.90	125.90	0.00	0.00	125.90	100.00%	0.00	0.00
12600	General Requirements	6,700.00	6,700.00	0.00	0.00	6,700.00	100.00%	0.00	0.00
12700	Builders Risk Insurance	291.60	291.60	0.00	0.00	291.60	100.00%	0.00	0.00
12800	General Liability	777.59	777.59	0.00	0.00	777.59	100.00%	0.00	0.00
12900	Contingency	4,859.95	0.00	0.00	0.00	0.00	0.00%	4,859.95	0.00
13000	CM Fee	5,831.94	5,831.94	0.00	0.00	5,831.94	100.00%	0.00	0.00
CO 3 Totals		108,960.07	98,106.86	0.00	0.00	98,106.86	90.04%	10,853.21	0.00
Bill Group:	6 CO 4								
13100	Remove, Replace, and Patch Library Parking & Sidewalks	61,037.00	61,037.00	0.00	0.00	61,037.00	100.00%	0.00	0.00
13200	Bonds	549.33	549.33	0.00	0.00	549.33	100.00%	0.00	0.00
13300	Builders Risk Insurance	183.11	183.11	0.00	0.00	183.11	100.00%	0.00	0.00
13400	General Liability Insurance	488.30	488.30	0.00	0.00	488.30	100.00%	0.00	0.00
13500	Contingency	3,051.85	0.00	0.00	0.00	0.00	0.00%	3,051.85	0.00
13600	CM Fee	3,918.57	3,918.57	0.00	0.00	3,918.57	100.00%	0.00	0.00
CO 4 Totals		69,228.16	66,176.31	0.00	0.00	66,176.31	95.59%	3,051.85	0.00
Bill Group:	7 CO 5								
13700	Power and Installation of Air Scrubbers	30,705.10	30,705.10	0.00	0.00	30,705.10	100.00%	0.00	0.00
13800	Added Metal Panels at Library Door 107A	13,150.00	13,150.00	0.00	0.00	13,150.00	100.00%	0.00	0.00
13900	Added ADA Openers at Library	6,134.00	6,134.00	0.00	0.00	6,134.00	100.00%	0.00	0.00
14000	Allowance - Remove/Replace Unsuitable Soils	25,190.00	0.00	0.00	0.00	0.00	0.00%	25,190.00	0.00
14079	AMOD 79 - Remove/Replace Unsuitable Soils	3,655.00	3,655.00	0.00	0.00	3,655.00	100.00%	0.00	0.00
14080	AMOD 80 - Remove/Replace Unsuitable Soils	13,155.00	13,155.00	0.00	0.00	13,155.00	100.00%	0.00	0.00
14100	Covered Parking Soffits, Gutters, and Downspouts	25,039.00	25,039.00	0.00	0.00	25,039.00	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 26

Application Date : 04/04/23

To: 04/04/23

Architect's Project No.:

Invoice # : 1903a-PA26

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
14200	Metal Ceiling Panels at Sallyport/Detention Area	19,557.00	19,557.00	0.00	0.00	19,557.00	100.00%	0.00	0.00
14300	Added Break Metal at Library	14,200.00	14,200.00	0.00	0.00	14,200.00	100.00%	0.00	0.00
14500	General Conditions/General Requirements	62,600.00	62,600.00	0.00	0.00	62,600.00	100.00%	0.00	0.00
14600	Bonds	1,920.47	1,920.47	0.00	0.00	1,920.47	100.00%	0.00	0.00
14700	Builders Risk Insurance	640.16	640.16	0.00	0.00	640.16	100.00%	0.00	0.00
14800	General Liability Insurance	1,707.08	1,707.08	0.00	0.00	1,707.08	100.00%	0.00	0.00
14900	Contingency	146,492.73	0.00	0.00	0.00	0.00	0.00%	146,492.73	0.00
14972	CMOD 72 - Move Gas Line	950.00	950.00	0.00	0.00	950.00	100.00%	0.00	0.00
14973	CMOD 73 - Brick Screen Wall and Credit	1,633.57	1,633.57	0.00	0.00	1,633.57	100.00%	0.00	0.00
14975	CMOD 75 - Cut in Door 195a Strike	400.00	400.00	0.00	0.00	400.00	100.00%	0.00	0.00
14976	CMOD 76 - Added Receipts & Data at Library	1,545.97	1,545.97	0.00	0.00	1,545.97	100.00%	0.00	0.00
14977	CMOD 77 - Various Owner Changes to IT Room	5,173.53	5,173.53	0.00	0.00	5,173.53	100.00%	0.00	0.00
14978	CMOD 78 - Smoke Detectors in Detention Area	11,565.78	11,565.78	0.00	0.00	11,565.78	100.00%	0.00	0.00
14979	CMOD 79 - Move Wall & Window at Library	2,114.00	2,114.00	0.00	0.00	2,114.00	100.00%	0.00	0.00
14980	CMOD 80 - Red Racks	5,709.89	5,709.89	0.00	0.00	5,709.89	100.00%	0.00	0.00
14981	CMOD 81 - Signage Vector Artwork	495.00	495.00	0.00	0.00	495.00	100.00%	0.00	0.00
14982	CMOD 82 - Library Door Frame Lamination	1,786.00	1,786.00	0.00	0.00	1,786.00	100.00%	0.00	0.00
14983	CMOD 83 - Return and Replacement of Mini Fridges	1,573.98	1,573.98	0.00	0.00	1,573.98	100.00%	0.00	0.00
14984	CMOD 84 - Resizing of Library Doors	1,792.29	1,792.29	0.00	0.00	1,792.29	100.00%	0.00	0.00
14985	CMOD 85 - Shower and Locker Room Benches	1,822.21	1,822.21	0.00	0.00	1,822.21	100.00%	0.00	0.00
14986	CMOD 86 - Lay in Diffusers Rooms 172A and 173	854.91	854.91	0.00	0.00	854.91	100.00%	0.00	0.00
14987	CMOD 87 - Fire Dampers In M103 and M105	4,765.31	4,765.31	0.00	0.00	4,765.31	100.00%	0.00	0.00
14988	CMOD 88 - Control Joints and Corner Bead in Corridors	2,875.00	2,875.00	0.00	0.00	2,875.00	100.00%	0.00	0.00
14989	CMOD 89 - Library Header and Column Framing per CM PR 44	2,368.00	2,368.00	0.00	0.00	2,368.00	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 26

Application Date : 04/04/23

To: 04/04/23

Architect's Project No.:

Invoice # : 1903a-PA26

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
14991	CMOD 91- TPO Roof, Gutters, and Downspouts per CM PR 53	7,463.96	7,463.96	0.00	0.00	7,463.96	100.00%	0.00	0.00
14993	CMOD 93 - Museum East Low Roof Framing Changes	6,255.00	6,255.00	0.00	0.00	6,255.00	100.00%	0.00	0.00
14994	CMOD 94 - Doors 114,125 & 126B added Hardware	273.00	273.00	0.00	0.00	273.00	100.00%	0.00	0.00
14995	CMOD 95 - Metal Panels at Lib Condensing Unit Fence	5,660.00	5,660.00	0.00	0.00	5,660.00	100.00%	0.00	0.00
14996	CMOD 96 - Angle Iron for APP Bay Doors	2,865.00	2,865.00	0.00	0.00	2,865.00	100.00%	0.00	0.00
14997	CMOD 97 - Gate Changes at Storage	503.80	503.80	0.00	0.00	503.80	100.00%	0.00	0.00
14998	CMOD 98 - Added #9 Fixture in the Detention Area	1,801.96	1,801.96	0.00	0.00	1,801.96	100.00%	0.00	0.00
14999	CMOD 99 - Added Museum Signage	1,125.00	1,125.00	0.00	0.00	1,125.00	100.00%	0.00	0.00
15000	CM Fee	34,059.17	34,059.17	0.00	0.00	34,059.17	100.00%	0.00	0.00
15101	CMOD 101 - Evidence Locker Changes	4,610.67	4,610.67	0.00	0.00	4,610.67	100.00%	0.00	0.00
15102	CMOD 102 - Permit Fees for State Fire Marshal	1,599.13	1,599.13	0.00	0.00	1,599.13	100.00%	0.00	0.00
15103	CMOD 103 - City Logo Sign	22,417.00	22,417.00	0.00	0.00	22,417.00	100.00%	0.00	0.00
15104	CMOD 104 - Ceramic at Study Rooms	954.00	954.00	0.00	0.00	954.00	100.00%	0.00	0.00
15105	CMOD 105 Paint Detention Furniture	6,379.00	6,379.00	0.00	0.00	6,379.00	100.00%	0.00	0.00
15106	CMOD 106 Door 121 Reorder	617.00	617.00	0.00	0.00	617.00	100.00%	0.00	0.00
15107	CMOD 107 - Added Doors at TLT 104 & 105	10,584.43	10,584.43	0.00	0.00	10,584.43	100.00%	0.00	458.42
15108	CMOD 108 - TV Mounts	750.00	750.00	0.00	0.00	750.00	100.00%	0.00	0.00
15109	CMOD 109 - Sign Badges & Feature Wall Signage	12,698.25	9,523.69	499.31	0.00	10,023.00	78.93%	2,675.25	317.45
15110	CMOD 110 - South Canopy Roof TPO	7,762.50	7,762.50	0.00	0.00	7,762.50	100.00%	0.00	0.00
15111	CMOD 111 - Reception Desk Header	2,368.00	2,368.00	0.00	0.00	2,368.00	100.00%	0.00	0.00
15112	CMOD 112 - Feature Wall	4,366.11	4,366.11	0.00	0.00	4,366.11	100.00%	0.00	0.00
15114	CMOD 114 - Added Transformer Bollards	1,290.00	1,290.00	0.00	0.00	1,290.00	100.00%	0.00	0.00
15115	CMOD 115 - Additional Bollards	971.74	971.74	0.00	0.00	971.74	100.00%	0.00	0.00
15116	CMOD 116 - Sealing the LVT Floors in the EMSC	1,850.00	1,850.00	0.00	0.00	1,850.00	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 26

Application Date : 04/04/23

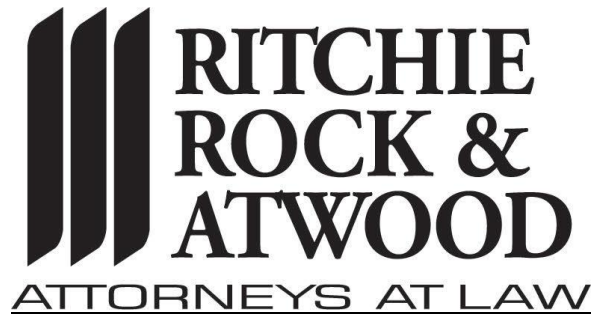
To: 04/04/23

Architect's Project No.:

Invoice # : 1903a-PA26

Contract : 1903a. City of Pryor - Police, Fire, Library

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
15117	CMOD 117 - Re-Keying the Library Exterior Doors	881.00	881.00	0.00	0.00	881.00	100.00%	0.00	0.00
15118	CMOD 118 - Radiant Heater Shutoff Switches	3,520.92	0.00	3,520.92	0.00	3,520.92	100.00%	0.00	0.00
15119	CMOD 119 - Sealing of Tile Floors at EMSC	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00%	0.00	0.00
15120	CMOD 120 - Break Rm 170/Kitchen 115 Millwork	3,988.90	3,988.90	0.00	0.00	3,988.90	100.00%	0.00	0.00
15122	CMOD 122 - Metal Fascia	11,000.00	0.00	11,000.00	0.00	11,000.00	100.00%	0.00	0.00
15123	CMOD 123 - Jail Changes per State Fire Marshal	29,134.94	0.00	0.00	0.00	0.00	0.00%	29,134.94	0.00
CO 5 Totals		602,821.46	384,308.31	15,020.23	0.00	399,328.54	66.24%	203,492.92	775.87
Grand Totals		13,796,530.80	13,473,671.88	18,526.69	0.00	13,492,198.57	97.79%	304,332.23	21,386.61



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SUPPORT STAFF

Hannah Gerhart, Office Mgr.
Julie Thomas, Receptionist
Jasmine Nix, Receptionist
Teri Hodges, Paralegal
Sara True, Paralegal
Chastity Vereb, Paralegal
Nichole Applegate, Clerk

ATTORNEYS

K. Ellis Ritchie
Bryan A. Rock
Nick Atwood
Briana Brakefield
Bethany Turney
J. Hal Trentman

Pryor, Oklahoma: 21 N. Vann: P.O. Box 246: 74362

Shawnee, Oklahoma: 116 N. Bell Ave: P.O. Box 3011: 74802

June 29, 2023

City of Pryor Creek
Att: Zac Doyle, Mayor
12 N. Rowe
Pryor, OK 74361

Re: Resignation as City Attorney

Dear Mayor,

Per our recent discussion please consider this my resignation from the office of City Attorney for Pryor effective June 30, 2023 to coincide with the closing of the fiscal year of the City. We have mutually agreed to waive the 60 day notice requirement of my contract and I trust the Council will approve this to provide for a clean change as of the end of the current fiscal year. As such, I will not be in attendance for the July meeting.

It has been my pleasure to serve in various positions with the City during the past 30 years. My tenure with the City began in the position of City Prosecutor, then City Judge, then a short break from the City, and finally for the past several years as City Attorney. I have worked with many fine people in their various positions with the City and appreciate all of them.

Sincerely,

K. Ellis Ritchie



Dear Valued Customer,

As with a vast amount of other industries across the world, we continue to see supplier disruptions and significant cost increases impacting our industry. These impacts unfortunately have limited our production capacity resulting in reduced deliveries for the remainder of 2022. While some commodity prices are moderating, many other are stabilizing at peak levels and others such as scrap steel that is used predominantly in the production of our vehicles, are still increasing. Despite our best efforts, global marketplace dynamics continue to increase our costs and International® has been forced to implement incremental surcharges for units built on or after November 1, 2022. (All MY23 and MY24 (MY22 and MY23 for CV) production will have the below non-discountable surcharge applied to the factory invoice.

	Any Units on price pages prior to April 2022		Any units on April 2022 price pages**	
	All units with a build date* on or after May 15, 2022 and before November 1, 2022	All units with a build date* on or after November 1, 2022	All units with a build date* on or after May 15, 2022 and before November 1, 2022	All units with a build date* on or after November 1, 2022
MV™	\$3,250 USD \$4,075 CAD	\$4,000 USD \$5,000 CAD	\$750 USD \$950 CAD	(\$1,500 USD) (\$1,900 CAD)
HV™ Medium Duty (Incl. AWD)	\$4,000 USD \$5,000 CAD	\$5,000 USD \$6,250 CAD	\$1,000 USD \$1,250 CAD	\$2,000 USD \$2,500 CAD
HV™ Heavy Duty	\$5,500 USD \$6,875 CAD	\$7,500 USD \$9,375 CAD	\$1,250 USD \$1,575 CAD	\$3,250 USD \$4,075 CAD
HX®	\$5,500 USD \$6,875 CAD	\$7,500 USD \$9,375 CAD	\$1,250 USD \$1,575 CAD	\$3,250 USD \$4,075 CAD
RH™, LT®, LoneStar®	\$5,500 USD \$6,875 CAD	\$7,500 USD \$9,375 CAD	\$1,000 USD \$1,250 CAD	\$3,000 USD \$3,750 CAD
CV™	\$2,500 USD \$3,125 CAD	\$3,500 USD \$4,375 CAD	\$2,500 USD \$3,125 CAD	\$3,500 USD \$4,375 CAD

*Build date is recorded at the time a chassis reaches step 30 defined as build and coming off assembly line

**All MY24 units must be on April 2022 price pages or MY23 surcharges will apply

In addition to the surcharges mentioned above, a \$500 USD per unit freight delivery price increase was announced to be effective on vehicles invoiced on/after May 15, 2022 due to the increased labor and fuel costs. Those prices are noted below.

All Models (except CV)	Base Destination Charge	\$3,100 USD / \$3,700 CAD
CV	Base Destination Charge	\$1,950 USD / \$2,400 CAD

As these circumstances continue to evolve, know that our team is working diligently to combat and make the best and most fair decision for each of our customers. We once again thank you for your ongoing support and understanding as we navigate these unprecedented times. If you have any questions or would like a status of your existing order, please contact your local representative for more information.

Sincerely,

Mark Belisle
Group Vice President, Dealer Sales and Operations
Navistar



**CITY OF PRYOR CREEK
ASSISTANT CITY CLERK**

Employment Status: Full Time

FLSA Status: Exempt

Reports to: City Clerk

Pay Range: F

Job Summary:

This position's primary responsibility is to establish and maintain official City records and files, and to provide assistance to the public, City staff, and others as needed. Assistant City Clerk shall be authorized and empowered to perform all of the duties and exercise all of the powers of the City Clerk in their absence. Duties also include general administrative support and backup to designated staff as needed.

Essential Duties and Responsibilities:

1. Employees will perform a full range of clerical duties as assigned by the City Clerk. Employees will be cross trained in all functions of the department.
2. Assistant City Clerk shall be authorized and empowered to perform all of the duties and exercise all of the powers of the City Clerk when the latter is absent from the County or is otherwise incapacitated or unable for any reason to do so, or when a vacancy occurs in the office of the City Clerk pending the appointment or election of a successor as City Clerk.
3. Answer phones and direct calls to the proper department, greet citizens and direct them to the proper department.
4. Respond to public inquiries in a courteous manner and provide information within the area of assignment in person or by telephone.
5. Maintain the office filing systems and ensure City records are kept up to date.
6. Accept and post all payments taken at the walk up counter or via telephone.
7. Maintain record of funds taken as assigned by City Clerk.
8. Maintain the City's record retention and disposition schedules; preserve and protect the City's historical records and information.
9. Proof read of Council agendas and minutes.
10. Assist with accounts payable and receivable.
11. Distribute incoming mail and process outgoing mail.
12. Perform other related duties as assigned by City Clerk or City Council.



**CITY OF PRYOR CREEK
ASSISTANT CITY CLERK**

Minimum Qualifications:

1. Must be eighteen years of age or older
2. Must have a high school diploma or equivalent.
3. Must be able to lift up to 25lbs above head and chest high on an occasional basis.
4. Must be able to bend, twist, stoop and lift on an as needed basis.
5. Knowledge of and remain current in emerging office practices, procedures and equipment.
6. Perform a variety of specialized clerical, office support work involving the use of independent judgment and personal initiative.
7. Ability to maintain an effective working relationship with those contacted in the course of work.
8. Ability to type, enter and retrieve information from a computer system.
9. Ability to receive, relay and transfer information accurately.
10. Ability to research, analyze, interpret and prepare a variety of documents and reports.
11. Ability to solve problems and deal with a variety of known variables in situations where only limited standardization exists.
12. Ability to interpret a variety of instructions furnished in written, oral, or diagram formats.

Reasonable accommodations may be given to enable qualified individuals with disabilities to perform the essential functions of this position.

Check the appropriate box and fill in the appropriate accommodations, if required:

- I have read and understand this job description and acknowledge that I am able to complete the essential functions of my position without accommodations.
- I have read and understand this job description and I would require the following reasonable accommodations to fulfill the essential functions of this position:

Employee Signature

Date

Department Head Signature

Date

Flock Safety + Pryor Creek PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jim Fink
jim.fink@flocksafety.com
7202339573

flock safety

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features

<p>Simplified Search</p>	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> ● Vehicle make ● Body type ● Color ● License plates <ul style="list-style-type: none"> ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks
<p>National and Local Sharing</p>	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p style="text-align: center;"> <i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i> </p>
<p>Real-time Alerts</p>	<p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>
<p>Interactive ESRI Map</p>	<p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>
<p>Vehicle Location Analysis</p>	<p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p>

Out-of-Box Software Features (Continued)

Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>√ 1 Standard LPR Camera</p> <p>√ Unlimited LTE data service + Flock OS platform licenses</p> <p>√ 1 DOT breakaway pole</p> <p>√ Dual solar panels</p> <p>√ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>√ 1 LPR Camera</p> <p>√ Unlimited LTE data service + software licenses</p> <p>√ 1 portable mount with varying-sized band clamps</p> <p>√ 1 Charger for internal battery</p> <p>√ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>√ 1 Long-Range LPR Camera</p> <p>√ Computing device in protective poly case</p> <p>√ AC Power</p> <p>√ Permitting, installation, and ongoing maintenance</p>

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.



EXHIBIT A
ORDER FORM

Customer: Pryor Creek PD
Legal Entity Name: Pryor Creek PD
Address: 1111 Se 9th St Pryor, Oklahoma 74361

Initial Term: 12 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$12,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	4	\$600.00
Subtotal Year 1:			\$12,600.00
Annual Recurring Subtotal:			\$12,000.00
Estimated Tax:			\$0.00
Contract Total:			\$12,600.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$12,600.00
Annual Recurring after Year 1	
Contract Total	\$12,600.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: Pryor Creek PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 11 day of May 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies; the competitive strength of, or market for, Flock’s products or services; such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not

diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform

all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“*Customer Generated Data*”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving

Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other

than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing

authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“Cure Period”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Public Disrepute.** In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

**RITCHIE
ROCK &
ATWOOD**
ATTORNEYS AT LAW

WWW.RRMALAW.COM

June 28, 2023

Mayes County Abstract Company
30 N. Adair St.
Pryor, OK 74361

Re: Releases relative to Land Hogs, LLC & Hawkins Family Limited Partnership
on failed Bloom/EFE Access Group, LLC purchase.

Dear Sirs,

As you are aware the City of Pryor Creek entered into a contract for purchase on the above identified matter dated April 19, 2022.

The City subsequently assigned all rights, obligations and duties which it had on the above contract to EFE Access Group, LLC effective August 26, 2022. Pursuant to the assignment EFE contracted with the City to reimburse the City for the earnest money deposit the City had made on the original contract in the amount of \$20,000.

The City of Pryor Creek releases all claims for the foregoing deposits against Mayes County Abstract Company, to the payment of all transaction costs. The City of Pryor Creek releases all claims against the listed sellers or any real estate agent involved in the transactions to the extent of the full amount of the foregoing earnest money/escrow deposit. The City by way of this letter authorizes release of the above stated escrow deposit to the payment of applicable fees owed to Mayes County Abstract on the transaction and to the payment of the sellers for amounts owed to the sellers on the contract and to their agents, if any, to the full extent of the amount deposited.

The City does NOT waive any claims it may have against EFE, James Bloom or any person or entity related to them for reimbursement of earnest money deposit and transactional costs expended or incurred by the City and related to the above stated transaction.

Sincerely,

City of Pryor Creek, Oklahoma

K. Ellis Ritchie
City Attorney for Pryor Creek, OK

Zac Doyle, Mayor, Pryor Creek, OK

This release approved by majority vote of the city council for the city of Pryor Creek, OK in regular session on the ____ day of _____, 2023.

ATTEST:

Courtney Davis, City Clerk for City of Pryor Creek, OK

SUPPORT STAFF

Hannah Gerhart, Office Mgr.
Julie Thomas, Receptionist
Jasmine Nix, Receptionist
Teri Hodges, Paralegal
Sara True, Paralegal
Chastity Vereb, Paralegal
Nichole Applegate, Clerk

ATTORNEYS

K. Ellis Ritchie
Bryan A. Rock
Nick Atwood
Briana Brakefield
Bethany Turney
J. Hal Trentman

Pryor, Oklahoma: 21 N. Vann: P.O. Box 246: 74362

Shawnee, Oklahoma: 116 N. Bell Ave: P.O. Box 3011: 74802



June 30, 2023

City of Pryor Creek
Attn: Zac Doyle – Mayor
P.O. Box 1167
Pryor Creek, OK 74362

Re: 2023 Agreement for Engineering Services

Dear Mr. Doyle:

Enclosed for your review and execution, please find three (3) copies of an Agreement for Engineering Services for the year 2023. Upon approval, please sign all three (3) copies of the Agreement.

Please retain one copy of the Agreement for your records and return two (2) copies to our office. We look forward to working with you on this project. Should you have any questions please do not hesitate to contact our office at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC

A handwritten signature in blue ink, appearing to read "Dale Burke", is written over a horizontal line.

Dale Burke, P.E.
President

DB/ks
Enclosure

Project No. City of Pryor Creek General File

cc w/enclosure:
Kayla Satoris, Infrastructure Solutions Group, LLC

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

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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC

AMERICAN COUNCIL OF ENGINEERING COMPANIES



ASCE American Society
of Civil Engineers



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

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

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

EJCDC No. E-505 (2004 Edition)

City of Pryor Creek
July 5, 2023

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
703-684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
202-347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
800-548-2723
www.asce.org

The Associated General Contractors of America
333 John Carlyle Street, Ste. 2000, Alexandria, VA 22314
703-548-3118
www.agc.org

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

THIS IS AN AGREEMENT effective as of July 5, 2023 (“Effective Date”) between
City of Pryor Creek (“Owner”) and
Infrastructure Solutions Group, LLC (“Engineer”).

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

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

1.02 *Work Order Procedure*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

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

3.02 *Times for Rendering Services*

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

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 *Invoices*

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

4.02 *Payments*

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

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

6.04 *Insurance*

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

6.05 *Suspension and Termination*

A. *Suspension*

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

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

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

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

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

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

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

6.08 *Dispute Resolution*

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

6.09 *Environmental Condition of Site*

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

6.10 *Indemnification and Mutual Waiver*

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

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

6.11 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits

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

8.02 Total Agreement

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

8.03 Designated Representatives

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

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

OWNER: City of Pryor Creek

ENGINEER: Infrastructure Solutions Group, LLC

By: _____

By:  _____

Name: Zac Doyle

Name: Dale Burke, P.E.

Title: Mayor

Title: President

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

State of : Oklahoma

Date Signed: July 5, 2023

Date Signed: July 5, 2023

Address for giving notices:

Address for giving notices:

City Pryor Creek

Infrastructure Solutions Group, LLC

PO Box 1167

3840 South 103rd East Avenue

Pryor, OK 74362

Tulsa, OK 74146

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

Steve Powell, P.E. / Dale Burke, P.E.

Title: _____

Title: Branch Manager

Phone Number: _____

Phone Number: (918) 664-5500

Facsimile Number: _____

Facsimile Number: (918) 420-5500

E-Mail Address: _____

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

This is **EXHIBIT A**, consisting of 11 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Work Order Edition** dated July 5, 2023.

Schedule of Engineer's Services

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

PART 1 – BASIC SERVICES

A.1.01 Study and Report Phase

A. The Engineer shall:

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

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

A.1.02 Preliminary Design Phase

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

A.1.03 *Final Design Phase*

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

A.1.04 *Bidding or Negotiating Phase*

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

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

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

A.1.05 *Construction Phase*

A. Engineer shall:

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

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

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

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

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

16. *Contractor's Completion Documents.*

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

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

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

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

A.1.06 *Post-Construction Phase*

A. Engineer shall:

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

22. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.
23. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of any Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for a Specific Project or an excessive number of substitutions.
24. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
25. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
26. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work on a Specific Project by Owner prior to its Substantial Completion.
27. Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.
28. Other services performed or furnished by Engineer not otherwise provided for in this Agreement or a Work Order.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Work Order Edition** dated July 5, 2023.

Schedule of Owner's Responsibilities

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

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

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

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

This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Work Order Edition** dated July 5, 2023.

Payments to Engineer for Services and Reimbursable Expenses

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C.2.01 Method of Payment

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

C.2.02 Explanation of Methods

A. Method A – Lump Sum

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

B. Method B – Standard Hourly Rates

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

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

C. Method C – Direct Labor Costs Times a Factor

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

D. Method D – Percentage of construction costs.

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

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

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

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

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

C.2.03 *Reimbursable Expenses*

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

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

C.2.04 *Serving as a Witness*

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

C.2.05 *Other Provisions Concerning Payment*

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

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

INSERT APPENDIX

1 & 2

This is **Appendix 1 to Exhibit C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 5, 2023

Fee Schedule

I 1.01 General

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

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

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

(Appendix 1 to Exhibit C – Fee Schedule)

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

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

(Appendix 1 to Exhibit C – Fee Schedule)

This is **Appendix 2 to Exhibit C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2023.

Schedule of Fees

Principal	\$240.00/hour
Engineering Manager/Branch Manager	\$200.00/hour
Project Manager	\$175.00/hour
Project Engineer	\$160.00/hour
Structural Engineer	\$150.00/hour
Professional Engineer	\$140.00/hour
GIS Manager	\$125.00/hour
Construction Manager	\$115.00/hour
Engineering Intern	\$105.00/hour
Engineer Technician	\$100.00/hour
Senior Project Representative	\$ 80.00/hour
Project Representative	\$ 80.00/hour
CAD Technician	\$ 75.00/hour
Administrative Assistant	\$ 75.00/hour
Secretary	\$ 70.00/hour
Per Diem	\$100.00/day
Mileage	\$ 0.63/Mile

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

EJCDC E-510 Standard Form of Agreement Between Owner and Engineer for Professional Services, Funding Agency Edition
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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Work Order Edition** date July 5, 2023.

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

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

D.1.01 Resident Project Representative

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

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

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

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

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

10. *Records*

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

11. *Reports*

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

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

12. *Payment Requests*

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

13. *Certificates, Operation and Maintenance Manuals*

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

14. *Completion*

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

D. Resident Project Representative shall not:

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

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

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Work Order Edition** dated July 5, 2023.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER: INFRASTRUCTURE SOLUTIONS GROUP, LLC

To: _____
OWNER

And To: _____
CONTRACTOR

From: Infrastructure Solutions Group, LLC
ENGINEER

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

By: _____

Title: _____

Dated: _____

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

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

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Work Order Edition** dated July 5, 2023.

Construction Cost Limit

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

F.5.02 Designing to Construction Cost Limit

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

P.O. Box 833
Pryor, OK 74362
Phone: 918/825-6910
or 918/266-5900
Fax: 918-825-7001
E-Mail:
wadeswrecker@att.net
wadeswreckerservice.com

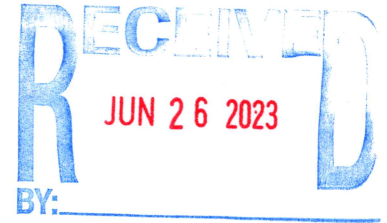
Est. 1994
WADES
Catoona Pryor Cherokee
**HEAVY HAUL &
DEMOLITION**

Date: 6-26-23

- FINAL INVOICE
 ESTIMATE ONLY

Requestor Information:

City of Pryor Creek
Code Enforcement



Job Location/Address:

REF #

307 n mayes
Pryor OK

Rep:

PRICING DESCRIPTION & NOTES:

Bid for removal of debris & structure at
307 n mayes, Pryor OK

Complete within 30 days

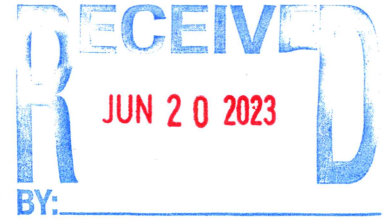
Quote pricing is valid for 7 days unless otherwise noted.
Payment is due at time of service.
Please note all invoices are subject to a 15% weekly
finance charge beginning 7 days from invoice.

CASH TOTAL PRICE: 1497 50

ANY METHOD OF PAYMENT OTHER THAN CASH MAY RESULT IN PRICE CHANGES.

ALL PRICES ARE SUBJECT TO CHANGE.

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



QUOTATION SUBMITTAL

Firm or Corporation Name: All Terrain Demolition & Excavation
Mailing Address: 6275 Wilson St.
City/State/Zip: Vinita OK 74301
Contact Person: Greg Maple
Title: Owner - Operations Manager
Phone/Cell: 918-244-4458
E-Mail: gmaple@gkttrucking.com

Property: 307 N Mayes Amount:
Remains of House only
and vegetation (leave mature trees)
JZ Hogan Addition Blk 2 S40' Lot 14, N 10' Lot 15 \$ 2900.00

Completion Date
July 31 2023

P.O. Box 833
Pryor, OK 74362
Phone: 918/825-6910
or 918/266-5900
Fax: 918-825-7001
E-Mail:
wadeswrecker@att.net
wadeswreckerservice.com

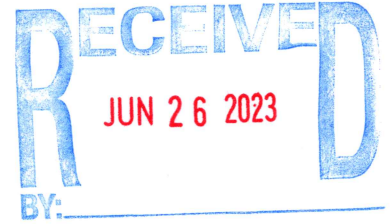
Est. 1994
WADES
Catoosa Pryor Cherokee
**HEAVY HAUL &
DEMOLITION**

Date: 6-26-23

- FINAL INVOICE
 ESTIMATE ONLY

Requestor Information:

City of Pryor Creek
Code Enforcement



Job Location/Address:

REF #

313 N Mayes
Pryor Ok

Rep:

PRICING DESCRIPTION & NOTES:

Bid for Demo of structure & debris removal

complete within 30 days

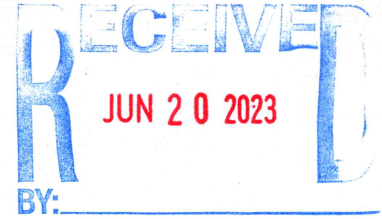
CASH TOTAL PRICE: 1497 50

Quote pricing is valid for 7 days unless otherwise noted.
Payment is due at time of service.
Please note all invoices are subject to a 15% weekly
finance charge beginning 7 days from invoice.

ANY METHOD OF PAYMENT OTHER THAN CASH MAY RESULT IN PRICE CHANGES.

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



QUOTATION SUBMITTAL

Firm or Corporation Name: All Terrain Demolition & Excavation
Mailing Address: 627 S. Wilson St.
City/State/Zip: Vinita OK 74301
Contact Person: Greg Maple
Title: Owner - Operations Manager
Phone/Cell: 918-244-4450
E-Mail: gmaple@gettrucking.com

Property: 313 N Mayes
Remains of House only
and vegetation (leave mature trees)
JZ Hogan Addition Blk 2 S20' Lot 11, N 30' Lot 14

Amount: \$ 2960.00

Completion Date July-31-2023

ROSENSTEIN, FIST & RINGOLD

ATTORNEYS AT LAW

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

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HENRY L. FIST (1898-1976)
DAVID L. FIST (1931-2008)
A.F. RINGOLD (1931-2021)

OF COUNSEL
ADAM S. BREIPOHL
EMILY C. KRUKOWSKI
ALISON A. PARKER
ERIC D. JANZEN
MARK S. RAINS

July 5, 2023

City of Pryor Creek, Oklahoma
Mayor Zac Doyle and Members of the City Council
12 North Rowe Street
Pryor, OK 74361

Re: Engagement Letter for Legal Services

Dear Mayor Doyle and Members of the City Council:

The purpose of this letter is to establish the terms and conditions of this firm's representation of the City of Pryor Creek (the "City"). This agreement is intended to be an engagement of this firm to serve as the City Attorney. We thank you for permitting us to serve the City.

The City agrees to retain this firm to provide legal services on an "as needed" basis. Charges will be based on hourly rates established by this firm. A schedule of the firm's 2023 billing rates for government entity clients is attached. The rates are discounted from the firm's standard hourly rates charged to non-government entity clients. This schedule of rates is subject to change from time to time when the firm implements a general change of rates, or to reflect additional experience or expertise gained by the firm's professional staff, or when newly-hired professional staff are added. The firm will provide an updated schedule of rates upon request at any time.

On or about the 15th day of each month, the firm will provide the City with a monthly statement for legal services rendered during the previous month. The statement will detail the services provided and the time spent performing them. In addition, the statement will include an itemization of cash advanced on behalf of the City. This will include funds expended by the firm on the City's behalf for photocopies, postage, electronic legal research, travel expenses and the like. Invoices are due upon receipt.

If there is ever any question concerning an invoice, please bring the matter to my attention right away, and I assure you it will be resolved to your reasonable satisfaction. I will personally make every effort to see that you are provided prompt, efficient and quality service. If at any time you try to reach me and are told that I am on the telephone or otherwise unavailable, please do not hesitate to leave a voicemail message for me or ask to speak with my assistant, Leslie LeMaster, who can get a message to me very quickly. I will always return your call as soon as possible.

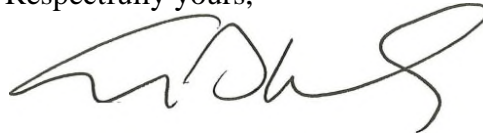
This agreement shall be deemed ratified and renewed on July 1 of each year unless one of the parties advises the other in writing on or before June 30 that it wishes to withhold ratification and/or to terminate the agreement. This agreement may be terminated at any time without cause by either party upon written notice to the other. The right to terminate is subject to the firm's ability to withdraw from the representation with court permission, where applicable. At the time of termination, the City shall pay any unpaid balance due to this firm for fees and expenses.

I trust that the above will be to your satisfaction. If this is the case, and following proper approval, I would ask that the Mayor and City Clerk execute a copy of this agreement on behalf of the City and return it to me.

If you have any questions regarding the above or wish to discuss the terms, please do not hesitate to contact me.

Thank you for trusting us with your legal needs. We look forward to working with you.

Respectfully yours,



Eric D. Wade
ROSENSTEIN, FIST & RINGOLD
ericw@rflaw.com

The Mayor and City Council of the City of Pryor Creek, Oklahoma, having considered and approved the terms of this engagement letter, hereby authorizes the Mayor to execute this engagement letter on behalf of the City.

Approved this ____ day of _____, 2023.

Zac Doyle, Mayor

ATTEST:

City Clerk



ROSENSTEIN FIST & RINGOLD

**Governmental
2023 Billing Rates
Effective July 1, 2023**

Years of Practice as Attorney:

30+ Years	\$325
25-29 Years	\$295
20-24 Years	\$285
15-19 Years	\$270
10-14 Years	\$230
6-9 Years	\$195
3-5 Years	\$180
0-2 Years	\$170
Law Clerks	\$110
Paralegals	\$125

Billing rates may increase on July 1 of each subsequent year to adjust for inflation as determined by the previous year's Social Security Cost of Living Adjustment. Any increases will be made in \$5.00 per hour increments rounded to the nearest \$5.00.



ROSENSTEIN FIST & RINGOLD

Schedule of Reimbursed Expenses

Facsimile - Incoming	Free (no charge)
Facsimile - Outgoing	\$1.00 per page for local calls and \$2.00 per page for long distance calls (all other long distance charges are waived)
Travel	At actual cost (mileage billed at IRS approved rates)
Delivery-Postage	At actual cost
Photocopying	.20 cents per page
Secretarial Overtime	Only upon request of client and then only at actual cost
Cash Advances	At actual cost up to \$500; expenditures over \$500 are sent directly to client for payment
Computer Assisted Research (Westlaw)	At actual cost

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING TITLE 1, CHAPTER 6, SECTION 2 "COMPENSATION" AMENDING THE ORDINANCE TO REFLECT CURRENT LEVELS OF COMPENSATION FOR THE MAYOR, CITY CLERK, CITY TRESURER AND CHIEF OF POLICE FOLLOWING COST OF LIVING ADJUSTMENTS ACCRUING THEREON FROM THE DATE OF LAST AMENDMENT OF THE ORDINANCE; AND AMENDING THE ORDINANCE TO REMOVE THE MAYOR'S POSITION FROM RECEIVING COST OF LIVING ADJUSTMENTS TO PAY; AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, THE MAYOR AND CITY COUNCIL FIND IT TO BE PROPER AND IN THE BEST INTEREST OF THE PUBLIC TO PERIODICALLY SET FORTH THE CURRENT RATES OF COMPENSATION FOR THE OFFICES LISTED IN THIS ORDINANCE FOLLOWING COST OF LIVING ADJUSTMENTS OVER TIME, AND

WHEREAS, THE MAYOR AND CITY COUNCIL FIND IT TO BE PROPER AND IN THE BEST INTEREST OF THE PUBLIC FOR THE COMPENSATION OF THE MAYOR TO NOT ACCRUE COST OF LIVING ADJUSTMENTS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR, AND THE COUNCIL OF THE CITY OF PRYOR CREEK, MAYES COUNTY, STATE OF OKLAHOMA, THAT TITLE 1, CHAPTER 6, SECTION 2 OF THE CITY CODE FOR THE CITY OF PRYOR CREEK, OKLAHOMA BE AMENDED AS FOLLOWS, TO-WIT:

SECTION 1.

1-6-2: COMPENSATION:

A. Officials: Effective at the beginning of the term of office succeeding the present term of office of the mayor, councilmen, city clerk, city treasurer, and chief of police, compensation shall be as follows: (stricken language removed – underlined language added)

1. Mayor: ~~Five thousand eight hundred thirty three dollars thirty four cents (\$5,833.34) per month (\$70,000.00 annually)~~ Seven Thousand Five Hundred Eighty Five Dollars and Thirty Four Cents (\$7,585.34) per month (\$91,024.08 annually) with reimbursement for out of pocket expenses and mileage paid at the rate set by the internal revenue service regulations (26 USCA section 267(b));

2. Councilmen: One hundred dollars (\$100.00) per regular meeting attended; seventy five dollars (\$75.00) per special meeting attended; and fifty dollars (\$50.00) per committee and board meeting attended of which he/she is a member;

3. City clerk: ~~Four thousand one hundred twenty five dollars (\$4,125.00) per month (\$49,500.00 annually);~~ Five Thousand Three Hundred Sixty Five Dollars and Fifty Cents (\$5,365.50) per month (64,386.00 annually).

4. City treasurer: ~~One thousand three hundred seventy five dollars (\$1,375.00) per month (\$16,500.00 annually)~~ One Thousand Seven Hundred Eighty Eight Dollars and Nine Cents (\$1,788.09) per month (\$21,457.08 annually).

5. Chief of police: ~~Five thousand five hundred dollars (\$5,500.00) per month (\$66,000.00 annually).~~ (Ord. 2009-2, 1-6-2009) Seven Thousand One Hundred Fifty One Dollars and Ninety Two Cents (\$7,151.92) per month (85,823.04 annually)

B. Other Personnel: The city council, by motion or resolution, may fix the compensation of other personnel. (1988 Code § 2-404)

C. Cost Of Living Increase: For the positions of city clerk, city treasurer and chief of police, effective with the adoption of the budget for the fiscal year 2009-2010 (July 1, 2009), ~~and for the position of mayor, effective with the adoption of the budget for the fiscal year 2011-2012 (July 1, 2011),~~ any increase in compensation voted by the city council of the city of Pryor Creek, Oklahoma, for the employees of the city of Pryor Creek, Oklahoma, as a whole which is intended to reflect an adjustment based upon an increase in the cost of living for said employees shall be automatically equally applicable to the above stated positions in the fiscal years indicated without a separate and independent vote of the city council. In the event the city council passes increases in compensation for the employees of the city of Pryor Creek, Oklahoma, as a whole which contain adjustments based upon factors other than only a cost of living increase, the city council shall so specify what portion of said increase is attributable to a cost of living adjustment and only that portion shall be automatically applicable to the above stated positions. (Ord. 2009-2, 1-6-2009)

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

Zac Doyle, MAYOR

ATTEST:

Courtney Davis, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. Ellis Ritchie, City Attorney

Dated: _____, 2023

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING TITLE 1, CHAPTER 6, SECTION 5 REGARDING "PERSONNEL BOARD" AMENDING MANNER OF SELECTION OF MEMBERS AND ALTERNATE MEMBER OF THE BOARD, AMENDING PROVISION RELATED TO REMOVAL OF A MEMBER FROM THE BOARD, EXCLUDING COUNCIL MEMBERS OR EMPLOYEES FROM SERVING ON THE BOARD, PROVIDING FOR DIVERSITY OF GENDER ON THE BOARD, AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, THE MAYOR AND CITY COUNCIL FIND IT IN THE BEST INTEREST OF THE SERVICE OF THE CITY AND IN THE BEST INTEREST OF THE PUBLIC AND EMPLOYEES OF THE CITY TO AMEND THE PROVISION OF THE CODE GOVERNING THE CREATION, COMPOSITION AND DUTIES OF THE PERSONNEL BOARD FOR 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 1, Chapter 6, Section 5 of the Code of Ordinances of the City of Pryor Creek, Mayes County, State of Oklahoma, is hereby amended to read as follows, to-wit: (deletions indicated by strike through and additions indicated by underline)

1-6-5: PERSONNEL BOARD:

A. Created; Term: There is hereby established a personnel board, as authorized by the statutes of the state, consisting of three (3) members and (1) alternate member. ~~persons elected by the city council~~ Appointment of members and alternate member shall be made by the Mayor with confirmation of the appointment by the Council. The terms of the members and the alternate member shall be for staggered terms of six (6) years. ~~for staggered six (6) year terms.~~ ~~The city council shall elect the three (3)~~ The terms of the original three (3) members so that the term of one member will shall expire on the first Monday in May at seven thirty o'clock (7:30) P.M. in each succeeding even numbered year following the enactment of this ordinance in order to achieve the staggered terms of service. The term of the alternate member shall expire on the first Monday in May at seven thirty o'clock (7:30) P.M. in the next succeeding even numbered year following the enactment of this ordinance. The terms of their successors shall be for six (6) years, beginning at seven thirty o'clock (7:30) P.M. on the first Monday in May. ~~in every even numbered year.~~ Members shall serve until their successors are ~~elected~~ appointed by the Mayor and qualified confirmed by the Council. ~~The city council, by a vote of a majority of its members~~

The Mayor, after adequate opportunity for a public hearing, may remove a member for the good of the service, and may fill the vacancy for the unexpired term. The Board shall consist of mixed representation of two (2) female and two (2) male members, one of which will serve as the alternate member. The members of the Board may not be comprised of City Council Members or City Employees.

B. Officers; Meetings: At the time prescribed for the beginning of the term of a each newly elected appointed member, or as soon thereafter as practicable, the members of the personnel board shall elect a chairman, a vice chairman and a secretary. The secretary need not be a member of the board. The board shall determine the time and place of its regular meetings and the chairman or two (2) members may call special meetings of the board.

C. Duties: The personnel board shall hold a public hearing on the appeal of any layoff, suspension, demotion, disciplinary action or removal of ~~an officer or an employee of the City~~ who has completed a probationary period of six (6) months, ~~or given adequate opportunity therefor~~, as soon as practicable after an appeal has been filed. The personnel board shall not have a duty or authority to act concerning employees of the Municipal Utility Department which by Charter are under the authority of the Municipal Utility Board. The duty and authority to act of the Personnel Board shall extend to all non-elected employees of the City.

D. Report Findings And Recommendations: The personnel board shall report in writing its findings and recommendations to the mayor as the municipal officer designated by the City's Charter, Section 32, in the charge of appointment of all employees of the City. ~~where the appellant is a subordinate of the mayor, or to the respective authority having power of removal.~~

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:

ZAC DOYLE, MAYOR

COURTNEY DAVIS, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

K. ELLIS RITCHIE

Dated: _____, **2023**



(918) 783-5793
Fax: (918) 783-5786

*Economic
Development
Association*



STATEMENT

TO: City of Pryor Creek

FROM: Errin L. Clocker, Executive Director

DATE: June 26, 2023

TERMS: Fee for Grand Gateway Annual Membership for Fiscal Year 2024 (July 1, 2023 to June 30, 2024).

Based on membership category your annual dues are: \$4,000

Non-Collusion Affidavit

**STATE OF OKLAHOMA
COUNTY OF CRAIG**

Grand Gateway Economic Development Association

The undersigned person of lawful age, being first duly sworn, on oath says that this invoice is true and correct and that (s) he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by this invoice have been (completed or supplied) in accordance with the plans, specifications, orders requests or contracts furnished or executed by the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected officials, officer or employee of the municipality of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted.



Errin L. Clocker, Executive Director



(918) 783-5793
Fax: (918) 783-5786

June 26, 2023

To: City of Pryor Creek:

More than 54 years ago, local governments making up the northernmost seven counties in Oklahoma formed Grand Gateway Economic Development Association (GGEDA). Grand Gateway is privileged to serve as the regional base for intragovernmental and intergovernmental cooperation, information resource distribution and as a sounding board for regional issues. We are excited about the opportunity to work with you in promoting and expanding our region into the most livable place in the state of Oklahoma. With this in mind Grand Gateway invites you to take this opportunity to renew your existing membership or expand our partnership by becoming members during our annual membership campaign.

Most of you are familiar with the state and federal programs administered by Grand Gateway EDA. The major programs are as follows: the **Area Agency on Aging**-empowering and educating the senior citizens in your community while addressing their needs; **Pelivan Rural Public Transportation System**-an essential arm connected to community growth, serving where conventional transportation does not meet the public's needs; **Rural Fire Defense Program**-a communications liaison to implement the most innovative fire and safety techniques and equipment thus reducing each homeowner's insurance costs. **Community and Economic Development Programs**-procuring and administering the federal and state grant funds such as CDBG and REAP, EDA Public Works, that are the foundation of your community's infrastructure and growth potential; the **Capital Improvements Planning (CIP)** program-utilizing the latest in sophisticated computer software such as Geographic Information System (GIS) technology that will enable us to assist you with your planning needs and lead us into the twenty first century. These state and federal programs are only feasible because of the working partnership GGEDA maintains with members like you.

Your membership dues are used as matching funds for the state and federal programs that either provide direct services to your community or assist Grand Gateway in implementing programs within your area. Grand Gateway's dues schedule is based upon population according to the latest United States Decennial Census.

333 S. Oak Street P.O. Drawer B Big Cabin, OK 74332

Finally, Grand Gateway would be remiss if we didn't acknowledge the fine Board of Directors that serves as representatives for our region's communities. The Board represents a diverse citizen base addressing its concerns, needs and hopes for the future of Northeast Oklahoma. The Board of Directors establishes the goals of Northeast Oklahoma by defining regional problems, developing solutions to remedy those problems, and instituting a plan of action for improvement.

This invitation of membership assures your community of the current and future programs available to you through Grand Gateway. We know you would benefit from being a part of this team and encourage you to take advantage of all Grand Gateway has to offer by returning your membership dues as soon as possible.

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Clocker', written in a cursive style.

Errin L. Clocker
Executive Director

Enclosures