

AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This Agreement made and entered into this 11th day of March, 2026 for Construction Management At Risk Services ("Agreement") is made and entered into by and between The Board of County Commissioners of Oklahoma County, and whose principal office and place of business is at 320 Robert S. Kerr, Oklahoma City, OK 73102 ("Owners"); and Flintco, LLC whose principal office and place of business is at 1225 North Broadway, suite 105 Oklahoma City, OK 73103, (Construction Manager At Risk - "CMAR").

WHEREAS, the Owner desires to construct the first phase of the New Justice Center and associated infrastructure ("Project") located at 1901 E Grand Boulevard in Oklahoma City, Oklahoma; and

WHEREAS, the Owner has engaged Hellmuth,Obata + Kassabaum (HOK) as Architect for the Project and has entered into an Agreement for Architectural Services (Owner / Architect Agreement); and

WHEREAS, the Owner has determined that the Project can be accomplished most effectively by retaining the services of a CMAR to work with the Owner, its Architect, and the various consultants for the Project, so that the Project may be completed and ready for use at the earliest practical date; and

WHEREAS, the CMAR will provide the Owner and the Architect with information and recommendations on construction technology and market conditions to insure that the building design stays within the budget, control the scheduling of construction, manage the procurement effort, superintend and inspect the construction of the building, and provide a wide range of other related services as set forth by this Agreement; and

WHEREAS, the CMAR is ready, willing, and able to perform such services; and

WHEREAS, the Owner is seeking funding to expend an amount up to \$206,672,321.00 for construction of the Project in the form of a Guaranteed Maximum Price ("GMP"), plus a \$7,000,000.00 allowance for Furniture, Fixtures, and Equipment (FF&E) all not to exceed \$213,672,321.00. The amount shall include the Cost of the Work as established by the CMAR; a sum established by the CMAR to cover costs of Preconstruction and Direct Project Management Support; and the GMP shall include contingencies. All savings are to be returned to the Owner; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is herein acknowledged, the Owner and CMAR agree as follows:

ARTICLE 0 **DEFINITIONS**

Project Schedule- A project timeline with start dates, end dates and milestones. The work necessary to complete the project deliverables. The costs, resources and dependencies associated with each task.

Guaranteed Maximum Price (GMP)- The owner agrees to reimburse the costs of the work, up to a prescribed ceiling amount.

Final Completion- marks the conclusion of a construction project. It signifies that all work, including both major and minor tasks, has been finished in accordance with the contract requirements.

Schematic Design/Design Development Documents- The stage at which the design is developed on a conceptual basis.

Construction Documents- documents which describe precisely how the design shall be built: methods, materials, building systems, components.

Cost of the Work- the total cost of all operations performed for you during the policy period by independent contractors, including the cost of materials furnished, used or delivered for use in the execution of the work.

Drawings and Specifications- the primary working documents used by a contractor to bid and execute a project. Specifications are the written documents that go with the construction documents and describe the materials as well as the installation methods.

CMAR's Fee- A lump sum *price* inclusive of all *costs* and all *fees*, profit and overhead.

Direct Project Management Services- help organizations achieve project goals and objectives within scope, time, and budgetary constraints. They can also help optimize the allocation of resources and integrate the inputs that will drive the completion of the project's objectives.

Owner's Construction Contingency- *an amount of money set aside to cover any unexpected costs that can arise* throughout a construction project.

Preconstruction Phase- phase that the project team gets organized, aligned in their vision and where the foundation of project communication and process is laid.

Owner/Architect Contract- This contract defines the architect's traditional scope of services for design and construction contract administration in a standard form that the owner and architect can modify to suit the needs of the project.

ARTICLE 1
REPRESENTATIONS AND AFFIRMATIONS

By executing this Agreement, the CMAR makes the following express representations and affirmations to the Owner:

(a) The CMAR is professionally qualified to act as the CMAR for the Project. It is understood that the CMAR is required to provide for the completion, correction, and timely execution of any work that may be required, implied, or inferred by the Construction Documents, as necessary, to produce the intended result (the "Work");

(b) The CMAR will maintain all necessary licenses, or other authorizations necessary to act as CMAR for the Project until the CMAR's duties hereunder have been fully satisfied;

(c) The CMAR has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated; and

(d) The CMAR assumes full responsibility to the Owner for the improper acts and omissions of its employees, subcontractors, or others employed or retained by the CMAR in connection with the Project. Any contract by and between the CMAR and any employees, subcontractors, or others employed by the CMAR shall bind such employees, subcontractors, or others, to the CMAR to the same extent and degree, and under the same terms and conditions, as the CMAR is bound to the Owner.

ARTICLE 2
PRECONSTRUCTION PHASE
DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

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ARTICLE 3
CONSTRUCTION PHASE
DUTIES, OBLIGATIONS AND RESPONSIBILITIES

The following Construction Phase duties, obligations and responsibilities are to be performed by the CMAR:

(a) The Construction Phase shall commence upon: The Owner's acceptance of the CMAR's GMP proposal and issuance of a Notice to Proceed;

(b) The CMAR shall prepare and submit for the Owner's, Owner's Representative, and Architect's information a detailed schedule for the Construction Phase Work which shall conform to the overall Project Schedule set forth in Exhibit A and incorporated herein by reference. The schedule may be revised as necessary at appropriate intervals as required by the conditions of the Work and Project;

(c) Those portions of the Work that the CMAR does not customarily perform with the CMAR's own personnel shall be performed under subcontracts or by other appropriate agreements with the CMAR. If the CMAR decides to bid for a Work package, it must declare this intent during the pre-bid meeting. The CMAR shall obtain bids from subcontractors and from suppliers of materials or equipment from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner, Owner's Representative, and Architect along with a recommendation for award. The Owner shall then determine, with the advice of the CMAR and subject to the reasonable objection of the Owner's Representative, or Architect, which bids will be accepted by the CMAR. The Owner may designate specific persons or entities from whom the CMAR shall obtain bids. The CMAR shall not be required to contract with anyone to whom the CMAR has reasonable objection;

(d) If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the CMAR, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Bid Instructions and Contract Documents, but the Owner requires that another bid be accepted, then the CMAR may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the CMAR and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

(e) Subcontracts and agreements with suppliers furnishing materials or equipment shall be advertised and awarded by the CMAR in accordance with Oklahoma public bidding laws;

(f) The CMAR shall schedule and conduct meetings at which the Owner, Owner's Representative, Architect, CMAR, and appropriate subcontractors can discuss the status of the Work. The CMAR shall prepare and promptly distribute meeting minutes to the Owner, Owner's Representative, Architect and subcontractors;

(g) The CMAR shall provide monthly written reports to the Owner, Owner's Representative, and Architect on the progress of the entire Work. The CMAR shall maintain a daily log containing a record of weather, number of workers and/or subcontractors working on the site, Work accomplished, problems encountered and other similar relevant data as the Owner, Owner's Representative, or the Architect may require. A copy of the log shall be provided to the Owner;

(h) The CMAR shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The CMAR shall identify variances between actual and estimated costs including usages of the contingency and report the variances to the Owner, Owner's Representative, and Architect at no less than monthly intervals;

(i) The CMAR shall ascertain that the Work is accomplished in accordance with the Construction Documents, applicable laws, statutes, ordinances, building codes, rules and regulations and if the CMAR recognizes that portions of the Work are at variance therewith, the CMAR shall promptly notify the Architect, Owner's Representative, and Owner in writing. Notwithstanding anything to the contrary herein, CMAR is not responsible for checking code or for ensuring that the construction documents comply with applicable laws, statutes, ordinances, rules or regulations;

(j) The CMAR shall be responsible for review and coordination of the work of its forces and all subcontractors to ensure full compliance with all laws, regulations, ordinances, and governmental mandates relating to safety, including, but not limited to, all such laws, regulations, ordinances, and governmental mandates pertaining to fire protection, blasting, and excavation. The CMAR shall continuously inspect all operations, Work, materials, and equipment and shall be solely responsible for the discovery, determination, correction, and prevention of any and all conditions, which constitute a risk of bodily injury or property damage;

(k) The CMAR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Agreement. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons, and/or property damage, resulting from a material or substance encountered but not created on the site by the CMAR, the CMAR shall, upon recognizing the condition, immediately stop Work in the affected area and orally report the condition to the Owner, Owner's Representative, and Architect immediately, promptly followed by a report in writing;

(l) The CMAR shall create and submit to the Architect detailed and comprehensive construction record drawings depicting all as-built construction. Said drawings shall be submitted to the Architect upon Final Completion of the Project and receipt of same by the Architect shall be a condition precedent to final payment to the CMAR;

(m) The CMAR shall establish a separate pay item for record drawing preparation in the CMAR's General Conditions. Progressive payments for this pay item will be made, based upon the level of completeness of the drawings.

(n) The CMAR shall provide temporary utility services within the Project Site.

ARTICLE 4
CONTRACT TIME

With respect to performance of this Agreement, and the Work, the Owner and the CMAR agree as follows:

(a) The Contract Time will be established as approved by the Owner under Exhibit A, of this Agreement and notwithstanding anything to the contrary contained herein, the date for Substantial Completion shall be for interior spaces. The actual date of Substantial Completion shall be November 3, 2028;

(b) The term "Substantial Completion," as used herein, shall mean that stage in the progression of the Work, as certified in writing by the Architect and the Owner, when the Project is sufficiently complete in accordance with this Agreement that the Owner can enjoy beneficial use or occupancy of the Project and can utilize it for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion; and

(c) All limitations of time are of the essence of this Agreement. The parties stipulate that the damage for failure to substantially complete the Project within the designated Contract Time is \$1000 per day. For each calendar day that exceeds the Contract Time, \$1000 per day will be deducted from the monies due the CMAR. Such liquidated damages shall be the Owner's sole remedy for CMAR's failure to achieve substantial completion within the contract time unless Contractor negligence is the determined cause.

ARTICLE 5
SERVICE SCHEDULE

The CMAR shall submit for the Owner's approval a separate schedule for the performances of the CMAR's services in accordance with the Contract Time set forth in Article 4, which shall include allowance for time required for the Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for good cause, be exceeded by the CMAR.

ARTICLE 6
PERSONNEL

The CMAR shall assign only qualified personnel to perform services required under the Agreement. At the time of execution of the Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

NAME	FUNCTION
Russ Peevy	Vice President Central Region
Kirk Mammen	Project Executive
Ron Warner	Project Director
Mike Atkinson	Cost Estimator
Brian Grimes	Pre-Construction Director
Michael Allnutt	Superintendent
Don Hutcherson	Security Systems Manager

So long as the individuals named above remain actively employed or retained by the CMAR, they shall perform the functions indicated next to their names. CMAR shall comply promptly with any request of the Owner to replace any personnel performing any service on the Project. The CMAR reserves the right to substitute these individuals upon approval of the Owner which approval shall not be unreasonably withheld.

ARTICLE 7

OPTIONAL DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CMAR

During the Preconstruction and Construction Phases of the Project, and all times relevant thereto, the CMAR shall have and perform the following duties, obligations and responsibilities if authorized in writing by the Owner, and same shall be paid for by the Owner as provided hereinafter:

- (a) Providing services that are required because of significant changes in the scope of the Project made after execution of this Agreement.
- (b) Providing services related to damaged work, provided that such services are required by causes not the responsibility of the CMAR or the CMAR's subcontractors.
- (c) Providing services are made necessary solely by the default of the Owner or Architect.

ARTICLE 8

PROJECT RECORDS

All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CMAR shall be made available to the Owner

for inspection and copying upon written request of the Owner. Furthermore, said records shall be made available, upon request by the Owner, to any state, Federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, photographs, videos, or other writings of things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the CMAR and its personnel in performing the obligations of this Agreement and the records of performance of said Agreement. The CMAR shall maintain and protect these records for no less than four (4) years after final completion of the Project, or for any longer period as may be required by law or by good construction management practice.

ARTICLE 9
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE OWNER

The Owner shall have and perform the following duties, obligations, and responsibilities to the CMAR:

(a) The Owner shall provide the CMAR with adequate information regarding the Owner's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements. The CMAR shall provide all schedules and updates consistent with Owner requirements;

(b) The Owner shall review any documents submitted by the CMAR requiring the Owner's decision, and shall render any required decisions pertaining thereto;

(c) As may be required by law or this Agreement, the Owner may furnish any pre-existing structural, mechanical, laboratory tests, asbestos surveys, building inspections or reports;

(d) In the event the Owner becomes aware of any fault or defect of the Project, nonconformance with any agreement for construction, or of any errors, omissions or inconsistencies in the drawings or specifications, and in the further event that the Owner becomes aware the CMAR, through no negligence of the CMAR, its subcontractors, consultants, agents or employees, does not have notice of same, prompt notice thereof shall be given by the Owner to the CMAR;

(e) The Owner shall provide the CMAR access to the site and to the Work as necessary for the CMAR to perform this Agreement;

(f) The Owner shall perform those duties set forth in this Article as expeditiously as may be reasonably necessary for the orderly progress of the CMAR's services and of the Work;

(g) The Owner's review of any documents prepared by the CMAR or submitted by the CMAR shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's construction program and requirements. No review of such documents shall relieve the CMAR of its responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product;

(h) The Owner has appointed and hereby confirms its appointment of William White and Associates, LLC to act as Owner's Representative in connection with the Project. The CMAR is authorized to deal with the Owner's Representative for purposes of securing all approvals in connection with the Project. The CMAR shall provide onsite temporary office for the Owner and the Owners Representatives;

(i) The Owner shall procure the services of an independent testing laboratory to perform required material testing. Failed tests and re-testing shall be at the expense of the CMAR;

(j) The Owner hereby designates Stacey Trumbo, PE, County Engineer as representative authorized to act on its behalf with respect to the Project. The Owner or its representative shall render decisions pertaining to the Project promptly, to avoid unreasonable delay in the progress of the CMAR's work.

ARTICLE 10 **THE PROJECT ARCHITECT**

The Owner has retained HOK as the Architect to perform those duties, obligations and responsibilities as may be set forth by agreement between the Owner and the Architect. With respect to said Architect retained by the Owner, the CMAR acknowledges and agrees as follows:

(a) The CMAR shall cooperate with the Architect with respect to any duties, obligations, and responsibilities of the Architect including those set forth in the Owner/Architect Contract executed by and between the Owner and the Architect. The CMAR herein acknowledges that it has received, reviewed and studied a true and correct copy of the Owner/Architect Contract and same is herein incorporated by reference. The CMAR's duty of cooperation shall include, but shall not be limited to, the duty of providing information to the Architect concerning the Project; the duty of providing requested Project documents to the Architect including those documents identified herein; the duty of meeting and consulting with the Architect concerning any matter relating to the Project; and the duty of working with the Architect with respect to any inspection, testing, or analysis of any work performed on the Project;

(b) The CMAR shall review and study all analyses, reports, and other similar documents prepared by the Architect and furnished to the CMAR, and the CMAR shall incorporate and comply with any recommendations or proposals contained

therein if necessary to protect the interest of the Owner and if authorized by the Owner in writing; and

(c) The duties, obligations, and responsibilities of the CMAR under this Agreement shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation, or responsibility of the Architect. It is expressly acknowledged and agreed that the duties of the CMAR to the Owner are independent of, and are not diminished by, any duties of the Architect to the Owner.

ARTICLE 11
ACCOUNTING RECORDS

The CMAR shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the CMAR's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Project. The CMAR shall preserve these for a period of four (4) years after final payment, or for such longer period as may be required by law.

ARTICLE 12
COMPENSATION FOR PRECONSTRUCTION PHASE SERVICES

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ARTICLE 13

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ARTICLE 14
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

For its assumption and performance of the construction duties, obligations and responsibilities set forth in this Agreement, the CMAR shall be paid as follows:

(a) Cost of the Work: Cost of the Work shall include costs necessarily incurred by the CMAR in the proper performance of the Work. The CMAR shall include in its GMP proposal, as a line item of the Schedule of Values separate from the Cost of the Work, a lump sum amount for project requirements intended to reimburse CMAR for certain cost items as identified in this sub-article (a) (the "Project Requirements").

1. The Cost of the Work shall only include the following:

a. Wages of construction workers directly employed by the CMAR to

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perform Project construction at the site or at approved off-site workshops, with the Owner's prior written agreement;

- b. Payments made by the CMAR to subcontractors in accordance with the requirements of the subcontracts and payments due to CMAR for any self-performed portions of the Work awarded to CMAR;
- c. Costs, including without restriction, transportation of materials and equipment incorporated or to be incorporated into the completed Project, including costs of materials in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage are included in the Project Requirements and shall not be charged separately as Cost of the Work;
- d. Costs, including without restriction, transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the CMAR at the site and fully consumed in the performance of the Work; and cost (less salvage value) on such items if not fully consumed, whether sold to others or retained by the CMAR are included in the Project Requirements and shall not be charged separately as Cost of the Work. Cost for items previously used by the CMAR shall mean fair market value;
- e. Rental costs of machinery and equipment not to exceed current annual blue book values plus 10%;
- f. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the CMAR is liable;
- g. Deposits lost for causes other than the CMAR's negligence, willfulness, or failure to fulfill a specific responsibility to the Owner set forth in this Agreement;
- h. Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and CMAR, reasonably incurred by the CMAR in the performance of the Work and with the Owner's written permission, the permission which shall not be unreasonably withheld;
- i. Owner's Construction Contingency or other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner;

- j. Costs paid or incurred by the CMAR for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions agreed upon by the CMAR and the Owner;
- k. Rental charges (consistent with 14.1.e) for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the CMAR at the site, rented from the CMAR or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof;
- l. Costs of removal of debris from the site are included in the Project Requirements and shall not be charged separately as Cost of the Work;
- m. Fees and assessments for the building permit and for other permits, licenses and inspections for which the CMAR is required by the Contract Documents to pay are included in the Project Requirements and shall not be charged separately as Cost of the Work;
- n. Cost for temporary toilets, temporary barricades, temporary fencing, fire aid equipment and fire extinguishers during construction, temporary water service, temporary heating/cooling/ventilation, temporary weather protection, testing, permitting, daily/weekly/final cleaning, and OSHA/ job site signage are included in the Project Requirements and shall not be charged separately as Cost of the Work;
- o. Notwithstanding anything to the contrary contained elsewhere herein, costs approved by Owner which would cause the GMP to be exceeded; and
- p. If the Construction Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the CMAR shall bear all costs of such inspections, tests, or approvals as part of the GMP. All special inspections shall be paid by the CMAR as part of the GMP.

(b) CMAR's Fee: For its assumption and performance of the Construction Phase duties, obligations and responsibilities set forth in this Agreement, the CMAR shall be paid a CMAR's Fee of 3.80% of the Cost of the Work as identified within Exhibit B, and completion of all interior spaces of the Project by the date of Substantial Completion. The CMAR's Fee will be billed and paid in weighted monthly installments. The CMAR's Fee will specifically include the following:

1. Office overhead and profit.

(c) Cost of Direct Project Support: For its assumption and performance of the Construction Phase duties, obligations and responsibilities set forth in this Agreement, the CMAR shall be paid for the Cost of Direct Project Support (as listed within Exhibit B). The Cost of Direct Project Support will be billed and paid on an as occurs basis commencing with the calendar month following commencement of the Construction Phase and concluding thirty (30) days after the date of Substantial Completion of the Work. Items included in the Cost of Direct Project Support, including agreed-upon fixed hourly rate for CMAR personnel, are set forth in Exhibit B.

(d) Cash discounts obtained on payments made by the CMAR shall accrue to the Owner if: (1) before making the payment, the CMAR included them in an Application for Payment and received payment therefore from the Owner, or (2) the Owner has deposited funds with the CMAR with which to make payments; otherwise, cash discounts shall accrue to the CMAR. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the CMAR shall make provisions so that they can be secured. All discounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 15 **PAYMENTS TO CMAR**

With respect to payments to the CMAR, the Owner and the CMAR agree as follows:

(a) As a condition precedent for any payment due under this Agreement, the CMAR shall submit on or before the twenty-fifth (25th) day of each month, unless otherwise agreed to in writing by the Owner. Following approval from the Architect, payment will be made. Said Request for Payment shall be in such form and manner, and with such supporting data and content, as the Architect, Owner's Representative, or Owner may require;

(b) In its Request for Payment, the CMAR may request payment for ninety-five percent (95%) of the portion of the GMP properly allocable to materials or equipment necessary for the Work and properly stored at the Project site (or elsewhere if approved in advance in writing by the Owner) for the first 50% of the Work, and then ninety-seven and one-half percent (97.5%) of such portion of the GMP for the remaining Work, less the total amount of previous payments received from the Owner. The remaining five percent (5%) or two and one-half percent (2.5%), as previously described, shall be held by the

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Owner and neither this nor any other retainage under the Project shall be subject to withdrawal by CMAR, in whole or in part, at any time except as provided by Article 15 (j). Payment for stored materials and equipment shall be conditioned upon the CMAR's proof, satisfactory to the Owner, that the Owner has title to such materials and equipment and shall include proof of required insurance. Each such Request for Payment shall be signed by the CMAR and shall constitute the CMAR's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Agreement, and that the CMAR knows of no reason why payment should not be made as requested;

(c) Each Request for Payment shall bear the signature of the CMAR, which signature shall constitute the CMAR's warranty and representation that the services indicated in the Request for Payment have progressed to the level indicated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred, that all obligations of the CMAR covered by prior invoices have been paid in full, and that, to the best of the CMAR's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the CMAR that payment of any portion thereof should be withheld. Submission of the CMAR's Request for Payment shall further constitute the CMAR's affirmative representation to the Owner that, upon receipt of the amount invoiced, all obligations of the CMAR to others, including its subcontractors, incurred in connection with the Project, to the level indicated, will be paid in full. The CMAR shall also furnish to the Owner properly executed waivers of lien, in a form acceptable to the Owner, from all subcontractors, materialmen, and suppliers wherein said subcontractors, materialmen, and suppliers shall acknowledge receipt of all sums due pursuant to all prior Requests for Payment and waive and relinquish any liens or lien rights relating thereto. Furthermore, the CMAR warrants and represents that upon payment of the Request for Payment submitted, title to all Work covered thereby shall immediately pass to the Owner;

(d) Thereafter, the Architect and Owners Representative shall review the Request for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Request for Payment and is as required by this Agreement. The Request for Payment, and the Work relating thereto, may also be reviewed by the Owner for the same purposes. The Architect and Owner's Representative shall determine and approve in writing the amount, in their opinion, properly owing to the CMAR. The Architect's and Owners Representative approval of the CMAR's Requests for Payments shall not preclude the Owner from the exercising of any rights as set forth in this Agreement;

(e) The Owner shall make payments to the CMAR within thirty (30) days following the Architect's and Owners Representative written approval of each Request for Payment less such amounts, if any, otherwise owing by the CMAR to the Owner for which the Owner shall have the right to withhold as authorized by this Agreement;

(f) Upon receipt of any payment, or partial payment, from the Owner, the CMAR shall promptly pay per the Statutes of the State of Oklahoma all subcontractors, materialmen, laborers, and suppliers such amounts as they are entitled for the Work covered by such payment or partial payment. In the event the Owner becomes informed that the CMAR has not paid a subcontractor, materialmen, laborer, or supplier as provided herein, in addition to any other remedies it may have, the Owner shall have the right, but not the duty, to issue future checks and payment to the CMAR of amounts otherwise due hereunder naming the CMAR and any such subcontractor, materialmen, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future;

(g) No progress payment, or other payment, to the CMAR, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute acceptance of any Work not in strict accordance with this Agreement;

(h) The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all the amounts previously paid to the CMAR, to protect the Owner from loss because of:

1. Defective work not timely remedied by the CMAR or, in the opinion of the Owner, likely to be remedied by the CMAR;
2. Claims, or potential claims of third parties, against the Owner or the Owner's property arising out of acts or omissions of the CMAR;
3. Failure by the CMAR to pay subcontractors or others in a prompt and proper fashion;
4. Evidence that the Work will not be completed in the time required for Substantial Completion or final completion;
5. Failure or refusal by the CMAR to perform the Work in accordance with this Agreement;
6. Damage to the Owner or to a third-party to whom the Owner is, or may be, liable, arising out of acts or omissions of the CMAR. In the event that the Owner makes written demand upon the CMAR for amounts previously paid by the Owner as contemplated in this subparagraph, the CMAR shall promptly comply with such demand;
7. Failure to provide proper documentation of costs or lapse of insurance on stored materials;

(i) If within Thirty (30) days after the date established herein for payment to the

CMAR by the Owner, the Owner, without cause or basis hereunder, fails to pay the CMAR any amounts then due and payable to the CMAR, the CMAR may stop the Work until payment after first providing ten (10) days written notice to the Owner and the Architect. No interest shall be due to the CMAR for any late payment by the Owner SAVE AND EXCEPT any interest which may be allowed under the provisions of 62 Okla. Stat. §§ 34.71 and 34.72;

(j) When the CMAR believes that the Work is substantially complete, the CMAR shall submit to the Owner, Owner's Representative, and Architect a list of items to be completed or corrected. When the Owner, on the basis of an inspection, determines that the Work is in fact substantially complete, it will have prepared a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the CMAR for Project security, maintenance, heat, utilities, damage to the Work, and insurance and shall fix the time within which the CMAR shall complete the items listed therein. Guarantees and equipment warranties required by this Agreement shall commence on the date of Substantial Completion of the Work. The Certificate for Substantial Completion shall be submitted to the CMAR for its written acceptance of the responsibilities assigned to it in such Certificate. Upon Substantial Completion of the Work, and upon execution by the CMAR of the Certificate of Substantial Completion, the Owner shall pay the CMAR an amount sufficient to increase total payments to the CMAR to one hundred percent (100%) of the GMP which includes the CMAR's fees plus the Cost of the Work and Direct Project Management Costs less two hundred percent (200%) of the reasonable costs, as determined by the Owner, for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims;

(k) When all the Work is timely complete and the CMAR is ready for a final inspection, it shall notify the Owner, Owner's Representative, and the Architect thereof in writing. Thereupon, the Owner will make final inspection of the Work and, if the Work is complete in full accordance with this Agreement and this Agreement has been fully performed, the Owner will issue a final Approval for Payment certifying that the Project is complete and the CMAR is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Agreement. If the Owner is unable to issue its final Approval for Payment and is required to repeat its final inspection of the Work, the CMAR shall bear the cost of such repeat final inspection(s), which costs may be deducted by the Owner from the CMAR's final payment;

(l) If the CMAR fails to achieve final completion within the time fixed thereof in the Certificate of Substantial Completion, the CMAR shall pay the Owner the sum of \$1,000 per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Such liquidated damages shall be the Owner's sole remedy for CMAR's failure to achieve Final Completion within the time fixed therefore in the

Certificate of Substantial Completion unless contractor negligence is the determined cause. Any sums due and payable hereunder by the CMAR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due to the CMAR an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the CMAR overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the CMAR those funds withheld, but no longer applicable, as liquidated damages;

(m) The CMAR shall furnish to the Owner releases and waivers of lien from all subcontractors, along with consent of surety to final payment. The CMAR shall furnish to the Owner all warranties, operating manuals, instruction manuals, and other similar documents required by this Agreement;

(n) Acceptance of final payment shall constitute a waiver of all claims against the Owner by the CMAR except for those claims previously made in writing against the Owner by the CMAR, pending at the time of final payment, and identified in writing by the CMAR as unsettled at the time of its request for final payment.

ARTICLE 16 **INDEMNITY**

CMAR agrees to indemnify, defend and hold Owner, employees, and agents harmless from and against liability for any and all claims, demands, costs, penalties, fees (including without limitation, expert witness and attorneys' fees), damages, and liabilities whatsoever for, among other things, bodily injury, death, property damage, personal injury, economic loss and/or products liability asserted by any person or entity, resulting directly or indirectly, in whole or in part, from the negligent acts and/or omissions of CMAR and/or its employees, directors, agents, subcontractors and/or consultants arising from or connected with CMAR's and/or its employees, directors, agents, subcontractors and/or consultants performance under this Agreement. CMAR shall defend such allegations through counsel chosen by the CMAR with the advice and approval of the Owner, such approval not to be unreasonably withheld. CMAR's obligations under this paragraph shall survive the expiration or termination of this Agreement for any reason.

ARTICLE 17 **APPLICABLE LAW**

This Agreement shall be governed by the Laws of the State of Oklahoma, without giving force and effect to its choice of law provisions, and the United States of America. Any legal action in connection with this Agreement shall be filed in District Court of Oklahoma County, Agreement for Construction Management At Risk

Oklahoma or the United States District Court for the Western District of Oklahoma, as appropriate, to which jurisdiction and venue CMAR expressly agrees.

ARTICLE 18
OWNERSHIP OF DESIGN AND CONTRACT DOCUMENTS

The Contract Documents, which include but are not limited to, the Schematic Design/Design Phase documents and reports, Design Development Phase documents, and the drawings, plans and specifications, Project Records, and all other documents or work product prepared by the Architect or the CMAR for the Project, shall become and be the sole property of the Owner. It is specifically understood and agreed that Owner, without reservation or time limitation, may use, reproduce, modify, distribute, and display all such Project documents produced by the CMAR for purposes relating to the Project such as renovation, repair, modification, or addition thereto. Owner's right of ownership of such documents shall not be construed as a representation that they are suitable for use on any other Project. The CMAR shall be permitted to retain copies thereof for its records and for its future professional endeavors. In the event the services of the CMAR are, for any reason, terminated prior to completion of the Project, all drawings, sketches, Project notes, computations and such are to be delivered to the Owner in their original form and in such other form as reasonably may be required by the Owner. Owner shall not be required to pay any additional compensation to use said documents to complete the Project. If the Owner subsequently reproduces Project-related documents or creates a derivative work based upon Project-related documents, the Owner shall remove or obliterate the original professional seals, logos, and other indications on the documents of the identity of the CMAR, unless required by law to remain. The CMAR may reproduce at its cost for its records all or any part of this material.

ARTICLE 19
SUCCESSORS AND ASSIGNS

The CMAR shall not assign its rights hereunder, except its right to payment, nor shall it delegate any of its duties hereunder without the prior written consent of the Owner. Subject to the preceding, the Owner and the CMAR respectively bind themselves, their successors, legal representatives and assigns to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all terms, conditions, and covenants of this Agreement.

ARTICLE 20
NO THIRD-PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE 21 **INSURANCE**

The CMAR shall purchase and maintain the following insurance in companies properly licensed and satisfactory to the Owner. Such insurance shall be written for not less than the following limits:

(a) During both phases of the Project, the CMAR shall purchase and maintain insurance. Such insurance shall be written for not less than the following limits, or greater if required by law:

- Workers' Compensation meeting statutory limits:
- Employers' Liability: \$1,000,000 Each Accident
\$1,000,000 Disease-Each Employee
\$1,000,000 Policy Limit
- Umbrella / Excess Liability: \$5,000,000
- Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):
 1. Each Occurrence: \$1,000,000.00
 2. General Aggregate: \$2,000,000.00The policy shall be endorsed to have the General Aggregate apply to this Project only.
- Automobile Liability (owned, non-owned and hired vehicles), \$1,000,000 combined Single Limit Liability / Property Damage.
- Property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of 110% of the initial contract sum comprising the total value for the entire project at the site on a replacement cost basis without optional deductibles. This insurance shall include interests of the owner, contractor, subcontractors, and sub-tier contractors in the project. This insurance shall cover portions of the work stored off-site and also portions of the work in transit. The CMAR shall only pay deductibles in relation to claims arising from the fault of CMAR, if required, and cost shall be included as part of the cost of the work.

The certificate of insurance should have the following endorsement: "The Owner is granted a waiver of subrogation and is added as additional insured on all liability policies, except Workers' Compensation / Employers' Liability. Thirty (30) days prior written notice shall be given in the event of cancellation or material change.

ARTICLE 22
PERFORMANCE, PAYMENT AND DEFECT BONDS

The CMAR shall furnish performance, payment and defect bonds covering faithful performance of the Contract, payment of obligations arising thereunder and defective materials or workmanship. Bonds shall be included in the Cost of the Work. The amount of each bond shall be equal to One Hundred percent (100%) of the Contract Sum.

- (a) The CMAR shall deliver the required bonds to the Owner at least three days before the commencement of any Work on the Project site.

ARTICLE 23
CLAIMS BY THE CMAR

Claims by the CMAR are subject to the following terms and conditions:

(a) CMAR Claims shall be initiated by written notice of claim submitted to the Owner, Owner's Representative, and the Architect. Such written notice must be furnished within seven (7) days after the occurrence of the event, or the first appearance of the condition giving rise to the claim, and same must set forth all facts and circumstances supporting the claim;

(b) Pending final resolution of any claim of the CMAR, the CMAR shall diligently proceed with performance of this Agreement, and the Owner shall continue to make payments to the CMAR in accordance with this Agreement. The resolution of any claim under this Article shall be reflected by a written amendment made by the Owner, the Architect and the CMAR;

(c) Should concealed and unknown conditions encountered in performance of the Work (1) below the surface of the ground or (2) in an existing structure be at variance with the conditions indicated by this Agreement, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Agreement, be encountered, the GMP shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the CMAR for concealed or unknown conditions, the CMAR must give the Owner, Owner's Representative, and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the CMAR to make a written notice and claim as provided by this subparagraph shall constitute a waiver by the CMAR of any claim arising out of or relating to such concealed or unknown condition;

(d) If the CMAR wishes to make a claim for an increase in the GMP as a condition precedent to any liability of the Owner therefore, the CMAR shall give the Owner, Owner's Representative, and the Architect written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the CMAR before proceeding to execute any additional or changed Work. The failure by the CMAR to give such notice or to give such

notice prior to executing the Work shall constitute a waiver of any claim for additional compensation;

(e) In connection with any claim by the CMAR against the Owner for reimbursement and/or compensation in excess of the GMP any liability of the Owner for the CMAR's cost shall be strictly limited to direct cost incurred by the CMAR and shall in no event include indirect cost or consequential damages of the CMAR, nor shall same include home office overhead, loss of bonding capacity, loss of capital, loss of efficiency, loss of productivity, or loss of profits. The Owner shall not be liable to the CMAR for claims of third parties, including subcontractors, unless and until liability of the CMAR has been established therefore in a court of competent jurisdiction; and

(f) If the CMAR is delayed in prosecuting any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the CMAR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the CMAR to the Owner, Owner's Representative, and the Architect, for such reasonable time as the Owner may determine. A task is critical within the meaning of this subparagraph if, and only if, said task is on the critical path of the Project Schedule so that a delay in performing such task will delay the ultimate completion of the Project. Any notice and claim for an extension of time by the CMAR shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the CMAR's basis for requiring additional time in which to complete the Project. In the event the delay to the CMAR is a continuing one, only one notice and claim for additional time shall be necessary. If the CMAR fails to make such claim as required in this subparagraph any claim for an extension of time shall be waived. FURTHERMORE, IT IS EXPRESSLY AGREED THAT AN EXTENSION OF THE CONTRACT TIME IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE CMAR IN THE EVENT OF DELAY, EXCEPT IN THE EVENT OF A CHANGE IN THE SCOPE OF WORK, IN WHICH CASE THE CMAR SHALL BE ENTITLED TO AN EXTENSION OF TIME AND ADDITIONAL GENERAL CONDITIONS COSTS. IN NO EVENT, AND UNDER NO CIRCUMSTANCES, SHALL THE FEE AGREED UPON HEREIN BE INCREASED FOR, NOR SHALL THE CMAR CLAIM, RECOVER, OR RECEIVE PAYMENT FOR, ANY COST, LOSS, EXPENSE, DAMAGES, OR COMPENSATION OF ANY KIND OR NATURE BY REASON OF ANY DELAY TO THE PROJECT, WHETHER CRITICAL OR NON-CRITICAL, AND WHETHER CAUSED IN WHOLE OR IN PART BY THE OWNER OR ANYONE ACTING ON THE OWNER'S BEHALF, EXCEPT FOR SUCH DELAYS AS ARE CAUSED SOLELY BY THE DIRECT, ACTIVE AND WILLFUL INTERFERENCE OF THE OWNER IN THE WORK OF THE CMAR OR SOLELY BY OWNER'S BAD FAITH. EXCEPTING ONLY DIRECT DAMAGES ARISING BECAUSE OF DELAY CAUSED SOLELY BY THE DIRECT, ACTIVE AND WILLFUL INTERFERENCE OF THE OWNER IN THE WORK OF THE CMAR, OR A CHANGE TO

THE SCOPE OF THE WORK OR SOLELY BY OWNER'S BAD FAITH, THE CMAR SHALL NOT BE ENTITLED TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, IMPACT, OR OTHER COSTS, LOSSES, EXPENSES, OR DAMAGES, INCLUDING BUT NOT LIMITED TO THE COST OF ACCELERATION OR INEFFICIENCY, ARISING BECAUSE OF DELAY FROM ANY CAUSE WHATSOEVER, WHETHER SUCH DELAY BE REASONABLE OR UNREASONABLE, FORESEEABLE OR UNFORESEEABLE, OR AVOIDABLE OR UNAVOIDABLE.

ARTICLE 24 **EQUAL EMPLOYMENT OPPORTUNITY**

The CMAR shall fully comply with the Equal Opportunities Act, 42 U.S.C. sec. 2000e, et seq., the Equal Opportunity for Individuals with Disabilities Act, 42 U.S.C. sec. 12101 et seq., and all other Federal, state, local and other governmental laws and regulations pertaining to equal employment opportunity. The CMAR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, disability, or national origin. The CMAR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, disability, or national origin. Such action shall include, but shall not be limited to, the following:

- a) Employment, upgrading, demotion, or transfer;
- b) Recruitment or recruitment advertising;
- c) Layoff or terminations;
- d) Rates of pay or other forms of compensation; and
- e) Selection for training, including apprenticeship.

The CMAR agrees to post in conspicuous places, available to employees and applicants for employment, all notices required by law with respect to the aforesaid policy of nondiscrimination. The CMAR will execute such documents, and take such action, as necessary to fully enforce the policy as set forth in this Article and shall submit to the Owner in writing, upon execution of this Agreement, its affirmative action plan for equal employment opportunity for this Project.

ARTICLE 25 **TERMINATION**

This Agreement may be terminated for cause by either party upon seven (7) days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination.

Furthermore, this Agreement may be terminated by the Owner without cause for Owner's convenience upon seven (7) days' written notice to the CMAR. In the event of such a termination for Owner's convenience, the CMAR shall be compensated for all services performed prior to the termination. In such event, the CMAR shall promptly submit to the Owner its invoice for final payment which invoice shall comply with the provisions herein.

ARTICLE 26
ATTORNEYS' FEES

Intentionally Blank Article.

ARTICLE 27
RELATIONSHIP OF PARTIES

The relationship of the Owner and CMAR is one of Owner and independent contractor and not master and servant or joint ventures. Except as specifically provided herein, the CMAR does not have the authority to act for and on behalf of the Owner.

ARTICLE 28
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Agreement, the Owner and the CMAR agree as follows:

(a) Nothing contained in this Agreement shall create, or be interpreted to create privity or any other contractual agreement between the Owner and any person or entity other than the CMAR;

(b) When a word, term, or phrase is used in this Agreement, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;

(c) The words "include," "includes," or "including," as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation";

(d) The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Agreement;

(e) Words or terms used as nouns in this Agreement shall be inclusive of their Agreement for Construction Management At Risk
Page 23 of 28

singular and plural forms, unless the context of their usage clearly requires a contrary meaning;

(f) In the event any term, condition, or provision of this Agreement is determined to be invalid or unenforceable, all other terms, conditions and provisions shall remain in full force and effect. Furthermore, to the extent that any term, condition or provision of this Agreement is contrary to, or conflicts with, any law of the State of Oklahoma, this Agreement shall be deemed amended to comply and conform with said law;

(g) This Agreement specifically incorporates by reference the terms, conditions, and provisions of 61 Okla. Stat. §§ 3, 4, 6, 9 and 10 and relevant provisions of §§ 101 et. seq. and §§ 201 et. seq. as if stated verbatim herein; and

(h) Reference in this Agreement to a specific law or statute shall be deemed to include and incorporate any subsequent modifications or amendments thereto.

ARTICLE 29 **COMPLIANCE WITH LAWS**

Throughout the term of this Agreement, CMAR shall fully comply with all applicable laws and ordinances and the applicable orders, rules, regulations and requirements of all Federal, state and county governments and appropriate administrative officers and agencies having jurisdiction, including but not limited to, Executive Order 11246, the Vocational Rehabilitation Act of 1973 (§503), the Americans with Disabilities Act, the Equal Employment Opportunities Act (42 U.S.C. § 2000e, *et seq.*) and the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 U.S.C. § 4212 [formerly 2012]) and 25 OKLA STAT §§ 1312 and 1313).

The CMAR and all subcontractors employed upon the Work shall conform to the labor laws of the State of Oklahoma and the various acts amendatory and supplementary thereto, and to all other laws, ordinances and legal requirements applicable thereto.

ARTICLE 30 **NOTICES**

Notices, invoices, communications, and payments shall be submitted to the offices identified below. Contractual notices and communications hereunder shall be deemed to have been made three (3) business days after being deposited in the United States mail if given by registered or certified mail, return receipt requested, postage prepaid and addressed to the party to receive such notice or communication at the address given below, or such other address as may hereafter be designated by notice in writing.

OWNER:
Board of County Commissioners
320 Robert S. Kerr
Oklahoma City, OK 73102

CMAR:
Flintco, LLC
1225 North Broadway, Suite 105
Oklahoma City, Oklahoma 73103

ARTICLE 31
WAIVER

No waiver of any breach or covenant herein contained shall be construed as a waiver of the covenant itself or of any subsequent breach thereof.

ARTICLE 32
ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Owner and the CMAR and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. This Agreement for Construction Management Services may be amended only by written instrument signed by both the Owner and the CMAR.

Approved as to form and legality this 9 day of March, 2026


Assistant District Attorney

This Agreement entered this 11th day of March, 2026

Oklahoma County
Board of County Commissioners

Chairman

Member

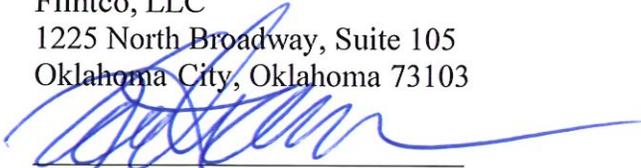
Member

ATTEST: _____
Maressa Treat, County Clerk

APPROVED:


Stacey Trumbo, P.E., County Engineer

CONSTRUCTION MANAGER AT RISK
Flintco, LLC
1225 North Broadway, Suite 105
Oklahoma City, Oklahoma 73103



Signature

KIRK MAMMERT, VICE PRESIDENT / AREA MGR.
Printed Name and Title

Signed before me this 9 day of March 2026

Kelly D. Horton

Notary Public

My Comm. Expires 12/10/2028



EXHIBIT SCHEDULE

EXHIBIT A	PROJECT SCHEDULE
EXHIBIT B	SUMMARY OF THE GUARANTEED MAXIMUM PRICE (ACCEPTED BY THE OWNER) SUMMARY OF THE PRECONSTRUCTION AND BASE BID COSTS (ACCEPTED BY OWNER) GENERAL CONDITIONS PROJECT REQUIREMENTS EQUIPMENT
EXHIBIT C	LIST OF CONTRACT DOCUMENTS

EXHIBIT C

LIST OF CONTRACT DOCUMENTS:

The contract documents shall consist of the Contract documents described in Article 18 and the following documents:

Plans and Specifications as provided by the Design Architect: 

Non-Collusion Affidavit form

Affidavit for Contracts and Payments

Conflict of Interest Form

Purchasing Business Relationships Affidavit

Debarment and Suspension Statement

Byrd Anti-Lobbying Certification Form

Internal Revenue Service Form W-9

Certificate of Liability Insurance

Performance bond in amount \$

Payment bond in amount \$

EXHIBIT B

OKC-24-24027-OKCO Justice Center Detention Ph1

March 5, 2026

Total Building Area (SF): 175,000

DESCRIPTION	QUANTITY	UNIT	TOTAL
00G General Conditions	175,000 sf	\$115.96	\$20,292,507
00P Project Requirements	175,000 sf	\$39.69	\$6,946,083
01D Construction Fencing	175,000 sf	\$0.69	\$120,000
02B Site & Building Demolition	175,000 sf	\$1.17	\$204,675
03B Structural Concrete	175,000 sf	\$31.62	\$5,534,300
03E Structural Precast	175,000 sf	\$39.94	\$6,989,961
04A Masonry	175,000 sf	\$25.04	\$4,381,459
05A Structural Steel & Erection	175,000 sf	\$25.38	\$4,440,817
05M Metal Fabrications	175,000 sf	\$3.40	\$594,753
06B Millwork	175,000 sf	\$4.41	\$772,302
07A Waterproofing & Sealants	175,000 sf	\$4.48	\$783,419
07B Roofing	175,000 sf	\$28.46	\$4,980,638
07H Fireproofing	175,000 sf	\$5.93	\$1,037,430
07J Stucco	175,000 sf	\$0.28	\$49,001
08B Door, Frame, & HW Install	175,000 sf	\$6.61	\$1,156,480
08E Coiling Doors & Grilles	175,000 sf	\$0.74	\$129,658
08G Specialty Doors	175,000 sf	\$1.13	\$197,984
08L Glass & Glazing	175,000 sf	\$2.50	\$437,924
09A Drywall/Acoustical	175,000 sf	\$11.94	\$2,088,678
09G Carpet Resilient Tile Flooring	175,000 sf	\$1.34	\$234,983
09K Sealed Concrete	175,000 sf	\$1.96	\$343,822
09L Epoxy Flooring	175,000 sf	\$5.71	\$998,959
09M Moisture Mitigation	175,000 sf	\$1.54	\$269,215
09T Paint Wall covering Coatings	175,000 sf	\$14.77	\$2,585,169
10A Specialties Package	175,000 sf	\$1.64	\$286,677
10E Signage	175,000 sf	\$1.40	\$245,868
10R Lockers	175,000 sf	\$0.17	\$29,052
11A Food Service	175,000 sf	\$33.70	\$5,897,363
11B Residential Appliances	175,000 sf	\$0.31	\$54,230
11GG Waste Handling Equipment	175,000 sf	\$0.28	\$48,420
11H Commercial Laundry Equipment	175,000 sf	\$11.65	\$2,038,686
11M Athletic Equipment	175,000 sf	\$0.05	\$8,608
11O Loading Dock Equipment	175,000 sf	\$0.29	\$50,443
11Q Parking Control Equipment	175,000 sf	\$0.68	\$118,360
11T Detention Equipment	175,000 sf	\$21.72	\$3,800,405
12A Window Treatments	175,000 sf	\$0.02	\$3,859
12F Entry Mats & Frames	175,000 sf	\$0.01	\$2,260
13E PreFab Cells	175,000 sf	\$22.00	\$3,850,000
21A Fire Protection	175,000 sf	\$9.66	\$1,690,039
24A Mechanical	175,000 sf	\$247.43	\$43,300,244
26A Electrical	175,000 sf	\$195.96	\$34,293,847
27C Audio Visual	175,000 sf	\$1.29	\$225,196

EXHIBIT B

OKC-24-24027-OKCO Justice Center Detention Ph1



March 5, 2026

	Total Building Area (SF):	175,000	
28C Security Electronics	175,000 sf	\$12.79	\$2,238,548
31A Earthwork	175,000 sf	\$14.77	\$2,585,359
32A Landscaping / Irrigation	175,000 sf	\$2.64	\$461,138
32B Fencing & Gates	175,000 sf	\$4.01	\$702,230
32C Paving & Specialties	175,000 sf	\$10.87	\$1,902,993
32F Site Concrete	175,000 sf	\$4.33	\$758,435
32K Decorative Conc Slabs	175,000 sf	\$0.14	\$24,210
33A Site Utilities	175,000 sf	\$15.57	\$2,725,212
Base Estimate Direct Cost	175,000 SF	\$988.07	\$172,911,901
Subcontractor Default Insurance	1.54 %	\$12.65	\$2,213,338
Contractor Contingency	3.00 %	\$29.31	\$5,128,856
Budget Contingency	3.50 %	\$34.19	\$5,983,665
Builder's Risk Insurance	0.48 %	\$5.11	\$893,941
Contractor Fee	3.80 %	\$43.08	\$7,538,770
GL Insurance (no FCIP)	1.00 %	\$11.12	\$1,946,705
Payment & Performance Bond	0.91 %	\$10.12	\$1,771,501
Base Estimate Indirect Cost	175,000 SF	\$145.58	\$25,476,776
Base Estimate Total Cost	175,000 SF	\$1,133.65	\$198,388,677
Electrical Contract Risk Allowance			\$2,300,000
Owner Contingency			\$5,983,644
GMP TOTAL			\$206,672,321
FF&E and Testing Allowance			\$7,000,000

EXHIBIT B

Oklahoma County Justice Center
Oklahoma City, OK
March 5, 2026
Detention Center (sf) 175,000



CLARIFICATIONS & ASSUMPTIONS - Detention Phase 1 - GMP

Clarifications & Assumptions

3/5/2026

CLARIFICATIONS & ASSUMPTIONS:

General

- 1 The Guaranteed Maximum Price (GMP) was developed from HOK's Issue for Permit (IFP) documents dated 12.9.25 and Addendums 1 & 2 and CM Clarifications 1 thru 6. Final bids received prior to this GMP were BP01A Construction Fence, BP02A Selective Demolition, BP03A Structural Concrete, BP03B Structural Precast Concrete, BP04A Masonry, BP05A Structural Steel, BP07A Waterproofing & Sealants, BP11K Detention Equipment & Electronics, BP13E Precast Detention Cell Modules, BP21A Fire Protection, BP24A Plumbing & Mechanical, BP26A Electrical, BP31A Earthwork, and BP33 Site Utilities. It is understood that some work scopes and quantities might change when Issued for Construction (IFC) documents are received March 5, 2026 and every effort was taken to anticipate the final cost when those documents are received. Final bids for the remaining work scopes will be in received in May 2026.
 - 2 A FF&E Budget Allowance, outside Flintco's GMP, has been established for Owner-furnished furnishings & equipment for the amount of \$7,000,000. The Allowance was based on the FF&E identified in the IFP documents and discussions with the County and HOK. Included in the allowance is labor to unload, assemble and distribute the Items and cost for a FF&E Coordinator to research, submit, contract and schedule the FF&E item suppliers.
 - 3 This GMP is based on a construction start date of March 30, 2026 for the Detention Facility Phase 1. Work is to be substantially complete by November 3, 2028 with final completion February 5, 2029.
 - 4 The market for building materials, including steel, gypsum, electronics, mech equipment, elec switchgear & generators and other items are considered volatile at this time, and sudden price increases could occur. Flintco will use its best efforts to obtain the lowest prices from suppliers, but the Building Materials costs included in this proposal (or GMP) are not guaranteed and are subject to increase until firm price contracts for such Building Materials are signed.
 - 5 Subcontractor Default Insurance (SDI) has been included in lieu of subcontractor bonds at a rate of 1.54% of the subcontracted cost. The inclusion of Subcontractor Default Insurance eliminates the provisions for subcontractor bonds. All costs associated with subcontractor default will be addressed by subcontractor default insurance and contingency funds are not allowable for this purpose.
 - 6 Builders Risk Insurance is included at rate of 0.48%. Gen Liability Insurance Rate at 1%. Payment & Performance Bond is at .91%.
 - 7 Fixed insurance rates, as well as other agreed upon fixed rates, fixed percentages or lump sums shall only be subject to the Owner's audit rights only for the Owner to confirm such rates, percentages or lump sum amounts have been charged by the Construction Manager in accordance with the Contract Documents. The composition of such rates, percentages or amounts is not subject to audit by the Owner or the Owner's auditors.
 - 8 Sales/Use Tax is excluded per instruction.
 - 9 Contingency is to cover unknown factors that may adversely affect costs such as actual bid results of subcontracts and major material supply items; estimating assumptions and ambiguities; construction scheduling problems (manufacturer's delays, strikes, disruptions, work area conflicts); weather; labor and equipment availability; and productivity. In general, the Contingency is to be used for unforeseen conditions and cost overruns not generated or initiated by the Owner or its agents.
 - 10 Not included within the Construction Contingencies are the Owner's contingency, which is to pay for scope changes. A scope change is defined as any change that increases size, value, operational efficiency, and quality of materials of the facility, time of performance, and sequence of work.
 - 11 Cost to retain a third party Testing & Inspection company is by the Owner.
 - 12 This proposal assumes that sufficient power, gas and water is available within the construction area for temporary construction use. Usage charges are to be paid by the Contractor.
 - 13 Owner to secure all ground easements, encroachments, air right easements over and adjacent to existing properties. Air rights are to be obtained for the swing of a crane, concrete placing boom, aerial work platforms, etc. Owner to secure approvals for access to adjoining property where work is required. Any easements, encroachments, approvals required shall be in place as needed to maintain the schedule.
 - 14 We assume that the Owner has removed and legally disposed of all contaminated/hazardous materials. We have not included any remediation costs in our proposal. Flintco shall be held harmless for all pre-existing conditions including but not limited to; establishment of contamination, location of contamination, level of contamination and mitigation. The Owner shall be responsible for all costs and schedule impacts resulting from contaminated/hazardous materials and all costs associated with removal and disposal of building rubble and/or deleterious materials and any associated fill.
 - 15 Cost of living increases for staff as been included at 4% increase every January 1.
 - 16 It is understood that the crawl space in area S may need additional engineering due to new data from Geo-tech report. Any additional cost for that will come out of contingency.
- 1 **Sitework for Phase 1**
Exclude earthwork involving modifying Crutcho Creek or Flood Plan Modifications
No Rock Removal Allowance is included
No Removal and replacement of contaminated soils is included
Exclude Off-site Utilities
The only Permanent Security Fences and Gates included are between this phase and the Behavior Care Center to the south. All other perimeter fencing & gates are temporary.
Includes temporary re-routing of sewer lines serving Locke Supply until permanent sewer lines are in place.
 - 2 **MEP for Phase 1**
GMP includes Central Plant equipment & piping for both phase 1 & 2 as described in the current documents.
The cost of the steel utility pipe bridge between CUP and Phase 1 construction is in this GMP. The cost to remove the bridge, if Phase 2 is built, is not.



EXHIBIT B

EXHIBIT B

FLINTCO HOURLY RATES

3/5/2026

Description	Quantity	UM	HOURLY RATE
Project Director	1.00	HR	\$ 191.71
Construction Director	1.00	HR	\$ 191.71
Sr. Project Manager	1.00	HR	\$ 170.87
Project Manager	1.00	HR	\$ 132.66
Assistant Project Manager	1.00	HR	\$ 118.77
Sr. Project Engineer	1.00	HR	\$ 101.41
Project Engineer	1.00	HR	\$ 97.93
Senior Superintendent	1.00	HR	\$ 170.00
Superintendent	1.00	HR	\$ 138.74
MEP Systems Manager	1.00	HR	\$ 132.66
Assistant Superintendent	1.00	HR	\$ 122.24
Chief Field Engineer	1.00	HR	\$ 126.59
Field Engineer	1.00	HR	\$ 95.93
Project Accountant	1.00	HR	\$ 114.37
Project Coordinator	1.00	HR	\$ 91.75
Sr. Quality Manager	1.00	HR	\$ 122.24
Scheduling Manager	1.00	HR	\$ 95.79
Safety Manager	1.00	HR	\$ 126.59
Safety Coordinator	1.00	HR	\$ 117.90
Intern	1.00	HR	\$ 55.50
BIM Manager	1.00	HR	\$ 93.98
General Labor Foreman	1.00	HR	\$ 51.93

* On Jan 1 each year starting in 2027, rates will increase by 4% for COLA.



EXHIBIT C

EXHIBIT C -Contract Documents

3/5/2026

Document	Issue Date
2025-11-03 PRE-IFP ISSUE_Oklahoma County Justice Center - Detention 1	11.3.25
2025-12-09 IFP_Oklahoma County Justice Center - Detention 1	12.9.25
Addendum 1	1.30.26
Addendum 2	2.12.26
2026-03-04 IFC Oklahoma County Justice Center Detention 1	3.4.26
Procure Pre-Bid RFI Log	Issued in CM Clarifications



**OKLAHOMA COUNTY
NON COLLUSION AFFIDAVIT FORM
REQUIRED FOR COMPETITIVE BID**

Date: 3/6/26

Bid/RFQ #:

Description: Oklahoma County Adult Detention Center

I, the undersigned of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any County Official or employee as to quantity, quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any County Official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

No person, firm or corporation who is convicted of or pleads guilty to a felony involving fraud, bribery, and corruption or sales to the State or to any of its political subdivisions may make sale of real or personal property to Oklahoma County.

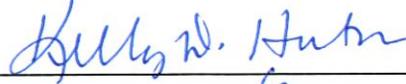
Affiant further states that full payment shall be made of all indebtedness incurred by such contractor or his subcontractor who performs work in performance of any contract using labor, and or materials or repairs to and parts for equipment used and consumed in performance of a contract with Oklahoma County. False execution of this affidavit shall constitute perjury and is punishable as provided by law.

Company Name: Flintco, LLC.

Bidder's Name and Title (Type or Print): Russ Peevy, Senior Vice President

Bidder's Signature:  Date: 3/6/26

NOTARY PUBLIC (or CLERK or JUDGE)



Subscribed and sworn before me this 6 day of March, 20 26

My Commission Expires 12/10/2028 My Commission No. is 00020662



Based on S.A.&I. Form 1-0425 (2000)



AFFIDAVIT FOR CONTRACTS AND PAYMENTS

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

The Undersigned (Architect, Contractor, Supplier or Engineer), of lawful age, being first duly sworn, on oath states that this contract is true and correct, and that the Affiant is the Senior Vice President (title) for Flintco, LLC. (name of contractor), and that the affiant is authorized by the Contractor to sign this Affidavit and thereby bind both the Affiant and the Contractor.

Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the Affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

That the Affiant understands and agrees that the Affiant, by signing this Affidavit under oath, hereby represents and warrants that the Contractor is in compliance with Resolution No. 279-99 adopted by the Board of County Commissioners of Oklahoma County [(the "Board")] on 10-4-99, which provides that no officer or employee of Oklahoma County, whether hired, elected or appointed, shall be interested, directly or indirectly, in any contract for services, work materials, supplies or equipment, or the profits thereof, or in any purchase made for or sales made by, to or with Oklahoma County, AND ALL SUCH CONTRACTS IN VIOLATION OF SUCH RESOLUTION SHALL BE ABSOLUTELY VOID; provided, however, the following shall not be in violation of such resolution: (a) contracts entered into by the Board with publicly held corporations; or (b) contracts entered into by the Board that arise from settlements or arrangements of claims or lawsuits brought by or against Oklahoma County that are being prosecuted or defended by the office of the District Attorney; (c) the depositing of funds or contracts for the depositing of funds in a bank or other depository; or (d) contracts entered into by the Board with an individual or organization that is the only reasonably available source for the work, services, or materials sought by the Board.

Flintco, LLC.
Business name of Contractor, Architect, Supplier or Engineer

By [Signature]

Printed Name of Affiant: Russ Peevy, Senior Vice President
Individually and on behalf of the Contractor

NOTARY PUBLIC (or CLERK or JUDGE)
[Signature]

Subscribed and sworn before me this 6 day of March, 2024
My Commission Expires 12/10/2028 My Commission No. is 00020662



Note: 62 OKL.ST.ANN. §§ 310.9 (B), authorizes counties executing more than one contract, exceeding \$25,000.00 during the fiscal year, with an Architect, Contractor, Engineer or Supplier of Construction Materials to accept one affidavit applying to all work, services, or materials completed or supplied under the terms of awarded contracts, or which are needed on a continual basis; such affidavit to be in lieu of all individual affidavits for each invoice submitted in relation to such contract.



**OKLAHOMA COUNTY PURCHASING
CONFLICT OF INTEREST FORM**

Date: 3/6/26

Bid/RFP #:

Description: Oklahoma County Adult Detention Center

I certify that neither I, nor my immediate family, to the best of my knowledge, possesses any financial interest whatsoever with any employee, officer, or agent of Oklahoma County which is in any way involved in this solicitation. Should any employee, officer, or agent of Oklahoma County in which I or my immediate family have a financial interest, receive quotes or proposals, I will reveal immediately such interest to the Director of Purchasing. Further, I acknowledge my obligation to disclose in like manner any friendships; family or social relationships; past, present, or planned employment relationships, or any other type of relationship, such as housing or transportation arrangements, which might be perceived as compromising the independent judgment in connection with this solicitation.

Date: 3/6/26 Signature 

Name and Title: Russ Peavy, Senior Vice President



OKLAHOMA COUNTY PURCHASING
DEBARMENT AND SUSPENSION STATEMENT

320 Robert S. Kerr, Ste. 203
Oklahoma City, OK 73102

purchasing@oklahomacounty.org
405.713.1485

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Consultant certifies to the best of its knowledge and belief, that it and its principals:

- (a) [] Are [X] are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) [] Have [X] have not within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) [] Are [X] are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
- (d) [] Have [X] have not within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Russ Peavy
Consultant Signature

3/6/26
Date

Russ Peavy, Senior Vice President
Typed or Printed Name

Contractual Agreement No.

If available, please provide:

UEI #: _____

CAGE #: _____



OKLAHOMA COUNTY PURCHASING
BYRD ANTI-LOBBYING CERTIFICATION FORM

320 Robert S. Kerr, Ste, 203
Oklahoma City, OK 73102

purchasing@oklahomacounty.org
405.713.1485

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Flintco, LLC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Russ Peevy, Senior Vice President
Name and Title of Contractor's Authorized Official

3/6/26
Date

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Bill To                               Requisition 12605465-00  FY 2026
OK CO ENGINEERING
320 ROBERT S KERR
ROOM 201
OKLAHOMA CITY, OK
73102
Acct No:
2034-20-340-000-000-55370 -
Review:
Buyer: 6065enerimoo
Status: Released
Page 1
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Vendor                               Ship To
FLINTCO LLC                          OK CO ENGINEERING
8800 PAGE AVENUE                    320 ROBERT S KERR
                                     ROOM 201
                                     OKLAHOMA CITY, OK 73102

ST LOUIS, MO 63114

Tel#314-733-2000
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Deliver To
OK CO ENGINEERING
320 ROBERT S KERR
ROOM 201
OKLAHOMA CITY, OK 73102

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/09/26	1004773				Engineer

LN	Description / Account	Qty	Unit Price	Net Price
001	BLANKET- CMAR Adult Detention Center Phase I BOCC 3/11/2026	1.00	12000000.00000	12000000.00
1	2034-20-340-000-000-55370 - E JAIL001 -PHASE1 -CONSTRUCT -			12000000.00

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Ship To
OK CO ENGINEERING
320 ROBERT S KERR
ROOM 201
OKLAHOMA CITY, OK 73102

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Deliver To
OK CO ENGINEERING
320 ROBERT S KERR
ROOM 201
OKLAHOMA CITY, OK 73102

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Requisition Link

Requisition Total 12000000.00

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***** Project Ledger Summary Section *****
Account                               Amount  Remaining Budget
E JAIL001 -PHASE1 -CONSTRUCT -        12000000.00  203146630.50

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***** General Ledger Summary Section *****
Account                               Amount  Remaining Budget
2034-20-340-000-000-55370 -           12000000.00  182732.90
    Jail Bonds 2023                    Other Services

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