

AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This Agreement made and entered into this 15th day of January, 2025 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 Behavioral Care 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 but not to exceed \$44,400,000 for construction of the Project in the form of a Guaranteed Maximum Price ("GMP"), which 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 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 code checking 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 September 30, 2026;

(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
Dave Kollmann	President Central Region
Kirk Mammen	Project Executive
Josh Patterson	Project Director
Mike Atkinson	Cost Estimator
Bobby Byrd	Pre-Construction Director
TBD	Superintendent

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 by 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 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 ARPA requirements, FARS, and CFR-200;

(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 to 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 or ARPA.

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 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, which permission 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 include 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 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

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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 exercise 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 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 of 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 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, 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, excepting 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 at 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 executed 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 the 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 and reimbursement 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 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 _____ day of _____, 2024

Assistant District Attorney

This Agreement entered this _____ day of _____, 2025

Oklahoma County
Board of County Commissioners

Chairman

Member

Member

ATTEST: _____
Maressa Treat, County Clerk

APPROVED:

Stacey Trumbo
Stacey Trumbo, P.E., County Engineer

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

Kirk Mammen
Signature

KIRK MAMMEN, VP/AREA MGR
Printed Name and Title

Signed before me this 13th day of Jan, 2025

Carrie L. Hulcher
Notary Public

Notary Public

My Comm. Expires 10/31/2026



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 D	FEDERAL PROVISIONS
EXHIBIT E	DAVIS BACON DECISION

A

Activity ID	Activity Name	Original Duration	Start	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	25-Nov
OK County - Behavioral Care Center - Exhibit A - GMP R1																	
OKCO - BCC																	
OK County - Behavioral Care Center - Exhibit A - Exh1																	
Procurement																	
Behavioral Care Center (ARPA)																	
A1380	Recommend and Award Bid Package No. 1	303	12-Dec-24 A	25-Nov-26													
A1080	Execute GMP - BCC	308	12-Dec-24 A	20-Feb-26													
A1050	100% Construction Documents	306	12-Dec-24 A	20-Feb-26													
A1340	State Fire Marshal Permit	4	13-Dec-24 A	15-Jan-25													
A1060	Bid Package No. 2 - Civil, Structure, MEP	24	23-Dec-24 A	27-Jan-25													
A1070	Bid Package No. 3 - Interiors	25	23-Dec-24 A	28-Jan-25													
Material Procurement																	
A2180	Electrical Equipment Submittal	20	07-Mar-25	03-Apr-25													
A2210	Structural Steel - Submittal	30	07-Mar-25	17-Apr-25													
A2240	Concrete Rebar - Submittals	20	07-Mar-25	03-Apr-25													
A2270	BIM - Underground Coordination	30	14-Mar-25	24-Apr-25													
A2190	Electrical Equipment Submittal - Approval	5	04-Apr-25	10-Apr-25													
A2250	Concrete Rebar - Approval	10	04-Apr-25	17-Apr-25													
A2200	Electrical Equipment - Fabrication/Delivery	220	11-Apr-25	20-Feb-26													
A2220	Structural Steel - Approval	10	18-Apr-25	01-May-25													
A2280	Concrete Rebar - Fabrication/Delivery	10	18-Apr-25	01-May-25													
A2280	BIM - Above Ceiling Coordination	60	25-Apr-25	21-Jul-25													
A2230	Structural Steel - Fabrication/Delivery	60	02-May-25	28-Jul-25													
Construction																	
Behavioral Care Center (ARPA)																	
A1110	Issue Notice to Proceed	482	08-Jun-25	25-Nov-26													
A1100	Mobilize Site	0	16-Jan-25	24-Jan-25													
A2770	Install Construction Trailers	5	20-Jan-25	28-Feb-25													
A2810	Install Power to Trailers	5	03-Mar-25	07-Mar-25													
A2830	Install Water to Trailers	5	03-Mar-25	07-Mar-25													
A3130	Install Holding Tanks to Trailers	5	10-Mar-25	14-Mar-25													
Early Site Work																	
A1950	OG&E - Power Design/Procurement	138	08-Jun-25	22-Jul-25													
A1390	Site Demolition	100	08-Jun-25	28-May-25													
A3140	Install Erosion Control by Creek	20	20-Jan-25	14-Feb-25													
A2750	Install Temporary Staging / Parking	5	27-Jan-25	31-Jan-25													
A2840	Install Site Fencing	15	03-Feb-25	21-Feb-25													
A2570	Install Erosion Control	10	17-Feb-25	28-Feb-25													
A1410	Earthwork - Building Pad	5	03-Mar-25	07-Mar-25													
A1400	Utility Demolition	15	10-Mar-25	28-Mar-25													
A1420	Earthwork - Sitework	5	31-Mar-25	04-Apr-25													
A1790	Install Site Storm Sewer	15	31-Mar-25	18-Apr-25													
A1800	Install Site Sanitary Sewer	20	21-Apr-25	16-May-25													
A1810	Install Site Water	15	19-May-25	09-Jun-25													
A1820	Install OG&E Power	15	10-Jun-25	30-Jun-25													
Structure																	
A1430	Install Foundation - Area Z	105	02-May-25	30-Sep-25													
A1430	Install Foundation - Area Z	15	02-May-25	22-May-25													



Oklahoma County - Behavioral Care Center

Page 1 of 5

TASK filter: Not Finished.


08-Jan-25

- █ Actual Work
- █ Remaining Work
- █ Critical Remaining Work
- █ Milestone
- █ Summary

Activity ID	Activity Name	Original Start	Original Duration	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
A1440	Install Foundation - Area Y	10/23-May-25	10	06-Jun-25																									
A1460	Install Understab MEP - Area Z	20/23-May-25	20	20-Jun-25																									
A1450	Install Foundations - Area X	5/09-Jun-25	5	13-Jun-25																									
A1470	Install Understab MEP - Area Y	15/23-Jun-25	15	14-Jul-25																									
A1490	Install Slab on Grade - Area Z	20/23-Jun-25	20	21-Jul-25																									
A1480	Install Understab MEP - Area X	10/15-Jul-25	10	28-Jul-25																									
A1520	Erect Structural Steel - Area Z	10/22-Jul-25	10	04-Aug-25																									
A1510	Install Slab on Grade - Area X	20/28-Jul-25	20	25-Aug-25																									
A1530	Erect Structural Steel - Area Y	15/05-Aug-25	5	11-Aug-25																									
A1540	Erect Structural Steel - Area X	15/26-Aug-25	15	16-Sep-25																									
A1540	Erect Structural Steel - Area X	10/17-Sep-25	10	30-Sep-25																									
Exteriors																													
A1550	Install Exterior Framing/Sheathing - South Elev	105/26-Aug-25	105	23-Jun-26																									
A1560	Install Exterior Framing/Sheathing - West Elev	15/26-Aug-25	15	16-Sep-25																									
A1700	Install Air Barrier - South Elevation	15/17-Sep-25	15	07-Oct-25																									
A1640	Install Glass - South Elevation	5/17-Sep-25	5	23-Sep-25																									
A1650	Install Curtain Wall - South Elevation	5/24-Sep-25	5	30-Sep-25																									
A1750	Install Metal Panels - South Elevation	10/01-Oct-25	10	14-Oct-25																									
A1570	Install Exterior Framing/Sheathing - North Elev	20/01-Oct-25	20	28-Oct-25																									
A1590	Install Roofing - Area Z	15/08-Oct-25	15	28-Oct-25																									
A1710	Install Air Barrier - West Elevation	15/08-Oct-25	15	28-Oct-25																									
A1660	Install Glass - West Elevation	5/08-Oct-25	5	14-Oct-25																									
A1690	Install Curtain Wall - East Elevation	5/15-Oct-25	5	21-Oct-25																									
A1580	Install Exterior Framing/Sheathing - East Elev	10/15-Oct-25	10	28-Oct-25																									
A1600	Install Roofing - Area Y	10/29-Oct-25	10	11-Nov-25																									
A1720	Install Air Barrier - North Elevation	10/29-Oct-25	10	11-Nov-25																									
A1760	Install Metal Panels - West Elevation	20/29-Oct-25	20	04-Nov-25																									
A1670	Install Glass - North Elevation	5/05-Nov-25	5	11-Nov-25																									
A1610	Install Roofing - Area X	10/12-Nov-25	10	25-Nov-25																									
A1630	Install Framing/Sheathing - Canopy	10/12-Nov-25	10	25-Nov-25																									
A1730	Install Air Barrier - East Elevation	5/12-Nov-25	5	18-Nov-25																									
A1680	Install Glass - East Elevation	5/19-Nov-25	5	25-Nov-25																									
A1740	Substantially Dry-In	0	0	25-Nov-25																									
A1620	Install Roofing - Canopy	10/26-Nov-25	10	10-Dec-25																									
A1770	Install Metal Panels - North Elevation	20/26-Nov-25	20	10-Dec-25																									
A1780	Install Metal Panels - East Elevation	20/26-Dec-25	20	24-Dec-25																									
Rough-Ins																													
Area Z																													
A1	Install CMU Walls - Area Z	180/26-Aug-25	180	08-May-26																									
A1	Install Overhead Fire Sprinkler Rough-In	10/26-Aug-25	10	09-Sep-25																									
A1	Install Overhead Mechanical Rough-In	10/26-Aug-25	10	09-Sep-25																									
A1	Install Overhead Plumbing Rough-In	20/03-Sep-25	20	30-Sep-25																									
A1	Install Condition Framing/Top Out	20/10-Sep-25	20	07-Oct-25																									
A2	2-17-202	10/10-Sep-25	10	23-Sep-25																									
A1	Install Overhead Electrical Rough-In	20/17-Sep-25	20	14-Oct-25																									
A2	Set AHU's	5/24-Sep-25	5	30-Sep-25																									

Oklahoma County - Behavioral Care Center

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Activity ID	Activity Name	Original Start	Original Duration	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
A1	Install Wall Framing	15 01-Oct-25	15	21-Oct-25												
A1	Install In-Wall Plumbing Rough-in	15 08-Oct-25	15	28-Oct-25												
A1	Install In-Wall Electrical Rough-in	15 08-Oct-25	15	28-Oct-25												
A1	Install In-Wall Insulation	10 26-Nov-25	10	06-Dec-25												
A1	Install Overhead Insulation	15 11-Dec-25	15	26-Jan-26												
A1	Install Drywall	15 11-Dec-25	15	26-Jan-26												
A2	Establish Temporary Conditioned Air	30 02-Mar-26	30	10-Apr-26												
Area Y																
A1	Install Overhead Fire Sprinkler Rough-in	170 10-Sep-25	170	08-May-26												
A2	Install CMU Walls - Area Y	10 10-Sep-25	10	23-Sep-25												
A1	Install Overhead Mechanical Rough-in	20 17-Sep-25	20	14-Oct-25												
A1	Install Overhead Plumbing Rough-in	20 24-Sep-25	20	21-Oct-25												
A1	Install Cooridor Framing/Top Out	10 24-Sep-25	10	07-Oct-25												
A2	Build Out Priority Rooms	10 24-Sep-25	10	07-Oct-25												
A2	Install Overhead Electrical Rough-in	20 01-Oct-25	20	28-Oct-25												
A2	Set AHU's	5 08-Oct-25	5	14-Oct-25												
A2	Install Wall Framing	15 15-Oct-25	15	04-Nov-25												
A2	Install In-Wall Plumbing Rough-in	15 22-Oct-25	15	11-Nov-25												
A2	Install In-Wall Electrical Rough-in	15 22-Oct-25	15	11-Nov-25												
A2	Install In-Wall Insulation	10 12-Nov-25	10	25-Nov-25												
A2	Install Overhead Insulation	15 26-Nov-25	15	17-Dec-25												
A2	Install Drywall	15 05-Jan-26	15	23-Jan-26												
A2	Set Electrical Equipment	5 23-Feb-26	5	27-Feb-26												
A2	Establish Permanent Power	20 02-Mar-26	20	27-Mar-26												
A2	Establish Temporary Conditioned Air	30 30-Mar-26	30	09-May-26												
Area X																
A2	Install Overhead Fire Sprinkler Rough-in	130 24-Sep-25	130	27-Mar-26												
A2	Install Overhead Mechanical Rough-in	10 24-Sep-25	10	07-Oct-25												
A2	Install Overhead Plumbing Rough-in	20 01-Oct-25	20	28-Oct-25												
A2	Install Overhead Framing/Top Out	20 08-Oct-25	20	04-Nov-25												
A2	Build Out Priority Rooms	10 08-Oct-25	10	21-Oct-25												
A2	Install Overhead Electrical Rough-in	20 29-Oct-25	20	25-Nov-25												
A2	Install Wall Framing	15 29-Oct-25	15	18-Nov-25												
A2	Install In-Wall Plumbing Rough-in	15 05-Nov-25	15	25-Nov-25												
A2	Install In-Wall Electrical Rough-in	15 26-Nov-25	15	17-Dec-25												
A2	Install In-Wall Insulation	10 26-Nov-25	10	10-Dec-25												
A2	Install Overhead Insulation	15 11-Dec-25	15	02-Jan-26												
A2	Install Drywall	15 26-Jan-26	15	19-Feb-26												
A2	Set Electrical Equipment	5 23-Feb-26	5	27-Feb-26												
A2	Establish Permanent Power	20 02-Mar-26	20	27-Mar-26												
Finishes																
Area Z																
A2	Tube/Float/Finish Drywall	180 05-Jan-26	180	18-Aug-26												
A2	Install Sheet Rock Ceiling Grid	10 05-Jan-26	10	15-Jan-26												
A2	Install Ceiling Grid	10 19-Jan-26	10	30-Jan-26												
A2	Install MEP Sheet Rock Ceiling Grid	10 02-Feb-26	10	13-Feb-26												
A2	Install MEP Sheet Rock Ceiling Grid	10 02-Feb-26	10	13-Feb-26												

Oklahoma County - Behavioral Care Center

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Actual Work

Remaining Work

Critical Remaining Work

Milestone

Summary

Activity ID	Activity Name	Original Duration	Start	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
A2	Install MEP In Grid	10	16-Feb-26	27-Feb-26												
A2	Install Sheet Rock Ceilings	10	16-Feb-26	27-Feb-26												
A2	Install Ceiling Tile	5	02-Mar-26	06-Mar-26												
A2	Tapo/Float/Finish Sheet Rock Ceilings	10	02-Mar-26	13-Mar-26												
A2	Install Tile Finishes	15	23-Mar-26	10-Apr-26												
A2	Install Millwork Finishes	15	13-Apr-26	01-May-26												
A2	Install Toilet Fixtures	10	13-Apr-26	24-Apr-26												
A2	Install Flooring	10	04-May-26	15-May-26												
A2	Install Doors and Hardware	10	18-May-26	01-Jun-26												
A2	Install Toilet Accessories	10	02-Jun-26	15-Jun-26												
A2	Install Misc. Finishes	15	16-Jun-26	07-Jul-26												
A2	Perform Contractors Punch	5	08-Jul-26	14-Jul-26												
Area Y																
A2	Tapo/Float/Finish Drywall	130	26-Jan-26	28-Jul-26												
A2	Install Sheet Rock Ceiling Grid	10	26-Jan-26	06-Feb-26												
A2	Install Ceiling Grid	10	09-Feb-26	20-Feb-26												
A2	Install MEP Sheet Rock Ceiling Grid	10	23-Feb-26	06-Mar-26												
A2	Install MEP In Grid	10	09-Mar-26	20-Mar-26												
A2	Install Sheet Rock Ceilings	10	09-Mar-26	20-Mar-26												
A2	Tapo/Float/Finish Sheet Rock Ceilings	10	23-Mar-26	03-Apr-26												
A2	Install Tile Finishes	15	13-Apr-26	01-May-26												
A2	Install Millwork Finishes	15	04-May-26	22-May-26												
A2	Install Toilet Fixtures	10	04-May-26	15-May-26												
A2	Install Flooring	10	26-May-26	06-Jun-26												
A2	Install Ceiling Tile	5	26-May-26	01-Jun-26												
A2	Install Doors and Hardware	10	09-Jun-26	22-Jun-26												
A2	Install Toilet Accessories	10	23-Jun-26	07-Jul-26												
A2	Install Misc. Finishes	10	08-Jul-26	21-Jul-26												
A2	Perform Contractors Punch	5	22-Jul-26	28-Jul-26												
Area X																
A2	Tapo/Float/Finish Drywall	130	16-Feb-26	18-Aug-26												
A2	Install Ceiling Grid	10	16-Feb-26	27-Feb-26												
A2	Install MEP In Grid	10	09-Mar-26	20-Mar-26												
A2	Install Tile Finishes	10	04-May-26	15-May-26												
A2	Install Toilet Fixtures	5	19-May-26	22-May-26												
A2	Install Millwork Finishes	10	26-May-26	06-Jun-26												
A2	Install Flooring	10	09-Jun-26	22-Jun-26												
A2	Install Ceiling Tile	5	09-Jun-26	15-Jun-26												
A2	Install Doors and Hardware	10	23-Jun-26	07-Jul-26												
A2	Install Toilet Accessories	10	08-Jul-26	21-Jul-26												
A2	Install Misc. Finishes	15	22-Jul-26	11-Aug-26												
A2	Perform Contractors Punch	5	12-Aug-26	18-Aug-26												
Hardscape / Landscape																
A3080	Install Site Fire Grading	120	25-Jun-26	14-Jul-26												
A3040	Install South Parking Lot - Base Coat	10	26-Jun-26	06-Feb-26												
A3050	Install West Drive Lane	20	09-Feb-26	06-Mar-26												
		15	09-Mar-26	27-Mar-26												



Oklahoma County - Behavioral Care Center

- █ Actual Work
- █ Remaining Work
- █ Critical Remaining Work
- ◆ Milestone
- ▶ Summary



December 13, 2024

Total Building Area (SF): 56,800

DESCRIPTION	UNIT	TOTAL	
00G General Conditions	\$92.67	\$5,263,715	
00S Site Access & Maintenance	\$1.79	\$101,857	
02B Site & Building Demolition	\$2.44	\$138,475	
03A Structural Concrete	\$25.27	\$1,435,356	
04A Masonry	\$3.36	\$191,023	
05A Structural Steel & Erection	\$36.56	\$2,076,489	
05D Misc Steel	\$1.69	\$96,060	
06B Millwork	\$6.83	\$388,120	
07A Waterproofing & Sealants	\$3.26	\$185,370	
07B Roofing	\$24.11	\$1,369,445	
07C Metal Panels	\$17.52	\$995,290	
07H Fireproofing/Firestopping	\$0.24	\$13,608	
07J Stucco	\$2.61	\$148,140	
07P Terra Cotta	\$13.42	\$762,180	
08A Doors, Frames, Hardware	\$6.29	\$357,167	
08B Specialty Doors/Frames/Hwr	\$7.14	\$405,639	
08H Overhead Doors & Grilles	\$0.45	\$25,300	
08L Glass & Glazing	\$22.48	\$1,277,061	
09C Framing, Gyp, Insul, Acoustical	\$52.52	\$2,982,985	
09G Carpet, Resilient, Tile Floors	\$6.99	\$397,292	
09L Epoxy Flooring	\$1.57	\$89,380	
09U Painting	\$7.45	\$423,244	
09V Wall Covering/Graphics	\$3.39	\$192,306	
10A Specialties Package	\$3.71	\$210,484	
10B Signage	\$1.35	\$76,400	
10I Storage Specialties	\$0.43	\$24,400	
11A Food Service	\$4.44	\$252,261	
11B Residential Appliances	\$0.57	\$32,100	
11H Laundry Equipmt	\$0.10	\$5,400	
21A Fire Protection	\$6.29	\$357,080	
24A Mechanical	\$134.34	\$7,630,363	
26A Electrical	\$110.82	\$6,294,623	
31A Earthwork	\$14.60	\$829,000	
32B Fencing & Gates	\$3.73	\$211,900	
32C Paving & Specialties	\$20.02	\$1,137,344	
32F Site Concrete	\$0.35	\$20,100	
32K Decorative Concrete Slabs	\$1.28	\$72,450	
32L Landscaping / Irrigation	\$8.35	\$474,391	
32L Site Furnishings	\$0.73	\$41,304	
33A Site Utilities	\$19.28	\$1,095,101	
Direct Cost	\$670.43	\$38,080,203	
Subcontractor Default Insurance	1.45%	\$9.72	\$552,163
Contractor Contingency	3.00%	\$20.40	\$1,158,971
Bidding Contingency	5.00%	\$34.01	\$1,931,618



December 13, 2024	Total Building Area (SF):	56,800	
Escalation Contingency	1.00%	\$6.80	\$386,324
Builder's Risk Insurance	0.40%	\$2.68	\$152,321
Contractor Fee	3.80%	\$25.48	\$1,447,048
GL Insurance (no FCIP)	0.70%	\$5.39	\$305,961
Payment & Performance Bond	0.87%	\$6.79	\$385,392
Indirect Cost		\$111.26	\$6,319,797
Total Cost		\$781.69	\$44,400,000

Oklahoma County Detention Center
Oklahoma City, OK
December 12, 2024
Behavior Care Center SF 56,800



Allowances - BCC GMP

Schedule of Allowances

Div	#	Allowance Description
1	1	Allowance of \$101,188 for Temp Power and Lighting.
1	2	Allowance of \$8,690 for Temp Natural Gas.
1	3	Allowance of \$14,991 for Temp Water Charges.
1	4	Allowance of \$17,276 for Building Permit.
1	5	Allowance of \$54,315.00 for Impact Fees.
1	6	Allowance of \$10,000 for Photo/Video Documentation.
6	7	Allowance of \$80/sf for Wood Wall at Reception 10A553 in lieu of specified product.
9	8	Allowance of \$8.00/sf for WC21 in each dayroom.
9	9	Allowance of \$50.00/sf for ACT4B Acoustical Wood Ceiling Panel.
9	10	Allowance of \$8.00/sf for RF20 Resilient Sheet Flooring.
9	11	Allowance of \$20.00/sf for SHPC Seamless Flooring.
9	12	Allowance of \$15.00/sf for RWC-01 and 02.
32	13	Allowance of \$300.00/cy for colored site concrete.

Oklahoma County Detention Center
Oklahoma City, OK
December 12, 2024
Behavior Care Center SF 56,800



CLARIFICATIONS & ASSUMPTIONS - BCC GMP

Clarifications & Assumptions

12/12/2024

CLARIFICATIONS & ASSUMPTIONS:

Div. 01 - General Requirements

- 1 This proposal assumes construction on the BCC will begin in January. Construction Documents and permits will be completed and received by January 27, 2025 to support procurement in February 2025 and a substantial completion of August 31, 2026.
- 2 Subcontractor Default Insurance (SDI) has been included in lieu of subcontractor bonds at a rate of 1.45% 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.
- 3 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.
- 4 Sales/Use Tax is excluded per instruction.
- 5 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.
- 6 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.
- 7 Cost to retain a third party Testing & Inspection company is by the owner included under FF&E and not part of the GMP.
- 8 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.
- 9 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.
- 10 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.
- 11 Cost for Owner Consultants or Vendors are not include in this estimate.
- 12 Flintco requires a Certificate of Insurance for all Owner subcontractors and suppliers that maybe associated with this project.
- 13 Cost to provide a Payment and Performance Bond is included in this proposal.
- 14 Cost for changes necessitated by Building Department Code Review or other (AHJs) Authorities Having Jurisdiction are not included.
- 15 An Allowance is defined as an amount of monies allocated for particular items of work that cannot be accurately and reasonably priced at the time of the proposal. When actual cost of the work for these items is determined, the contract will be adjusted upward or downward accordingly based on current market values. Allowances shall contain all direct costs, including materials, installation, shop drawings, equipment, freight, unloading, and handling. Direct costs only are included. Insurances, bonds, fees, GC's fee, design, soft costs and contingencies are not included in these Allowances. (See included Schedule of Allowances for associated scopes of work.)
- 16 This proposal does not include any cost associated with LEED construction/coordination or Well construction/coordination.
- 17 A Quality Control Manager " with no other project responsibilities" has not been provided for the BCC. See spec section 014000.1.8.B.1
- 18 A cost and resources loaded CPM schedule has not been included in the GMP> See spec section 013200.
- 19 This GMP does not include any cost associated with FF&E, these will be Owner associated costs.
- 19 This GMP includes construction fencing at 6' tall in lieu of 8' tall. There are no provisions for continuous lighting around the temporary site fencing.
- 19 This GMP does not include any cost associated with the Waste Management specification. All debris will be hauled off to a legal disposal site.

19 This GMP does not include any cost associated with engaging/hiring a 3rd Party Commissioning Agent.

Div. 02 - Existing Conditions

Div. 03 - Concrete

Div. 04 - Masonry

- 1 A101X - Proposal does not include cmu wall that appears to be in the road.

Div. 05 - Metals

- 1 Only AESS steel is at canopy edge and is coated.

Div. 06 - Wood, Plastics, and Composites

- 1 Included an allowance of \$80/sf for Wood Wall at Reception 10A553 in lieu of specified product.
- 2 Window sills are not shown and not included.

Div. 07 - Thermal and Moisture Protection

- 1 Metal panels are include as ACM in lieu of aluminum plate panels.
- 2 No spray-on fireproofing required.
- 3 Metal Flashings are based on shop broke flashings in lieu of pre-fabricated flashings.
- 4 MTP3 panels have been assumed to Portland cement plaster.
- 5 Membrane Roof - TPO does not include vapor barrier.
- 6 Tapered insulation is included as mechanically fastened in lieu of foam attached.

Div. 08 - Openings

- 1 Proposal includes door type FN at all patient rooms in lieu of type FG.
- 2 Proposal is based on stick built curtain walls and not "Unitized" factory glazed system.
- 3 There are not architectural louvers included in this proposal.

Div. 09 - Finishes

- 1 Graphic artwork on walls in each BCC courtyard is excluded and covered in FF&E
- 2 WC21 in each dayroom is included with an allowance of \$8.00/sf.
- 3 Proposal is based on wood ceilings running horizontal and sheet rock would go vertical into the clear story.
- 4 Proposal does not include any polished concrete.
- 5 Proposal is not based on ACT-04 Alt - Rulon Co.
- 6 ACT4B Acoustical Wood Ceiling Panel Allowance of \$50.00/sf at 2,454 sf.
- 7 RF20 Resilient Sheet Flooring has an allowance of \$8.00/sf.
- 8 SHPC Seamless Flooring Options has an allowance of \$20.00/sf. Seamless Urethane Conc. Mortar has been excluded.
- 9 There is not moisture mitigation flooring allowance included.
- 10 Rigid Wall Covering RWC-01, 02 is included as an allowance of \$15.00/sf. In lieu of Altro panels.

Div. 10 - Specialties

- 1 Signage is included as an allowance of \$76,400.00.
- 2 Curtain Track is not included in the GMP.
- 3 Wall Protection has only been included in the public hall ways not in Administrative areas.
- 4 Wall Protection has only been included in the public hall ways not in Administrative areas.

Div. 11 - Equipment

- 1 Laundry carts (8) washer(4) dryer (4) stacked washer/dryer (4)
- 2 Food Service at nourishment rooms(4) staff market/pantry (1)
- 3 Padded rooms for each patient pod. All windows,doors,hardware, furniture & specialties are ligature resistant but not detention grade.
- 4 Medical Equipment has not been included in the GMP.

Div. 12 - Furnishings

- 1 Furniture has not been included in the GMP.
- 2 Artwork has not been included in the GMP.

Div. 13 - Special Construction

NIC

Div. 14 - Conveying Equipment

NIC

Div. 21 - Fire Suppression

- 1 Fire Suppression has not included any clean agent systems. Rooms designated for this system have been included as standard wet pipe system.

Div. 22 - Plumbing**Div. 23 - Heating Ventilating and Air Conditioning**

- 1 BCC is a completely separate mechanical system from the Detention Central Plant

Div. 25 - Integrated Automation**Div. 26 - Electrical**

- 1 Utility Transformer and pad to be provided by OG&E.
- 2 Low voltage systems are to be furnished by the BCC operator. Only conduits & boxes are included.
- 3 Electrical Equipment procurement based on approval prior to submitting Short-circuit fault-current study.
- 4 Lighting package is based on developing a second options to fixtures where multiple lighting distributors can bid the project.

Div. 27 - Communications

- 1 Nurse Call/Code Blue has not been included in GMP. To be provided by Operator Vendor.
- 2 Distributed Antenna System (DAS) for cellular devices has not been included in the GMP.
- 3 Distributed Antenna System (DAS) for first responders has been excluded.
- 4 Computer Systems/Network has not been included in GMP. Only conduit and pathways.
- 5 Phone System has not been included in the GMP.
- 6 Video Visitation Stations has not been included in GMP.
- 7 Electronic Medical Records (EMR) has not been included in the GMP.
- 8 Paging System has not been included in the GMP.
- 9 Duress System has not been included in the GMP.
- 10 TVs Monitors have not been included in the GMP.

Div. 28 - Electronic Safety and Security

- 1 Access Control for Electronic Safety and Security has not been included in the GMP. To be provided by Operator Vendor.
- 2 Video Surveillance for Electronic Safety and Security has not been included in the GMP. To be provided by Operator Vendor.

Div. 31 - Earthwork

- 1 Very limited grading or utility lay-outs. No utility profiles or details in these DD4/CD1 documents. All civil budgets are very preliminary.
- 2 Exclude earthwork involving modifying Crutcho Creek or Flood Plan Modifications
- 3 No Rock Removal Allowance is included
- 4 No Removal and replacement of contaminated soils is included
- 5 3.67' deep select fill under the slab on grade was included.

Div. 32 - Exterior Improvements

- 1 Exclude Off-site Utilities
- 2 Exclude Existing Water Line Removal (by Excavator) Removal of Sanitary & Storm is included.
- 3 Perimeter fence is 8' tall metal fence per HA-3.1 CD2 documents. Fence around transformers is 8' chain link.
- 4 This proposal does not include removal/relocation of the Locke Supply sanitary line.
- 5 This proposal included an allowance of \$300/cy for colored concrete.
- 6 This proposal includes 15 light poles as shown on electrical site plan.
- 7 This proposal includes 1 seat pad per courtyard.

Div. 33 - Utilities

- Sanitary Sewer: 8" Line from BCC to Manhole west of Detention Facility. 12" line crossing creek to connect to existing 36" line. Fire line: 8" around the BCC. Domestic Water: 4" with a OKC-approved large water meter vault. Irrigation: 2" standard meter. Storm Sewer: Expect a 12" storm line running from the BCC parking around the west of the BCC.
- 1 This proposal does not include any requirements that might be request by the Army Core of Engineers associated with getting the sanitary line across Crooked Creek.
 - 2

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 dated

Affidavit for Contracts and Payments dated

Conflict of Interest Form dated

Purchasing Business Relationships Affidavit dated

Debarment and Suspension Statement dated

Byrd Anti-Lobbying Certification Form dated

Internal Revenue Service Form W-9 dated

Certificate of Liability Insurance dated

Federal Form Checklist dated

Performance bond in amount \$

Payment bond in amount \$

EXHIBIT D

FEDERAL PROVISIONS:

THE CONTRACTOR AGREES

1. To comply with all Federal, state, and local laws, regulations, and ordinances applicable to the work, to include but not limited to SLFRF Final Rule and Uniform Guidance regulation published by the US Office of Management and Budget (2 CFR Part 200), procure all necessary licenses and permits, and file any documents required for the approval of governmental authorities having jurisdiction over the Project.
2. To bind Contractor's firm including principals, officers, employees, agents, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, to the same statutes, rules, and regulations as the County insofar as conflict of interest is concerned. Retention of records for three years after the final payment (paragraph 6).
3. The Contractor agrees to provide the County, the Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for:

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or copy excerpts and transcription as reasonably needed.

The Contractor agrees to provide the County, Federal Administrator, or their authorized representative's access to construction or other work sites pertaining to the work being completed under the contract in compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Administrator or the Comptroller General of the United States.

The Contractor understands that knowingly making a false statement, representation, report, or claim may be subject to prosecution under the provisions of U.S.C.S. § 1001, § 1020.

4. During the performance of this contract, the contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions:

Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. The Contractor agrees to be in compliance with the Davis Bacon Act:

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

6. The Contractor agrees to be in compliance with the Copeland "Anti-Kickback" Act:

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

7. The Contractor agrees to be compliant with the Contract Work Hours and Safety Standards Act:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess

of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

C. Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to The Clean Air Act and The Federal Water Pollution Control Act, as amended, 42 U.S.C. § 7401 et seq. and as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal agency.
9. The Contractor agrees to comply with the Suspension and Debarment Statement and such contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - A. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - B. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- C. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
10. The Contractor agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, contractors must sign and submit to the non-Federal entity the following certification. Attachment "B"
11. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
- Competitively within a timeframe providing for compliance with the contract performance Schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
12. The Contractor acknowledges that Federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal policies, procedures, and directives.
13. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal pre-approval.
14. The Contractor agrees The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
15. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

EXHIBIT E

8/28/24, 9:58 AM

SAM.gov

.....

Superseded General Decision Number: OK20230049

State: Oklahoma

Construction Type: Building
Building Construction -does not include residential construction consisting of single family homes and apartments up to and including 4 stories. (Including building projects on industrial sites and treatment plants)

County: Oklahoma County in Oklahoma.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0	01/05/2024
1	01/12/2024
2	07/05/2024
3	08/23/2024

BROK0005-004 06/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 26.92	13.09

CARP0216-002 01/01/2024

	Rates	Fringes
MILLWRIGHT.....	\$ 32.75	11.91

CARP0329-003 01/01/2024

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 27.79	10.05

* ELEC1141-010 05/27/2024

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms).....	\$ 39.20	17.25%+6.00

* ELEC1141-030 05/27/2024

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 23.22	15.5%+6.00

ELEV0063-004 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 48.92	37.885+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

* ENGI0627-023 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Group 1.....	\$ 35.65	16.50
Group 2.....	\$ 33.80	16.50
Group 3.....	\$ 33.10	16.50
Group 4.....	\$ 31.95	16.50
Group10.....	\$ 25.45	16.50

POWER EQUIPMENT OPERATOR

*Effective first full pay period after June 1, 2021

GROUP 1: All Crane Type Equipment 200 ton and larger and including 400 ton capacity cranes. Including all Overhead crane types.

#Crances over 400 tons up to and including 500 tons add additional \$.75 per hour.

##Cranes over 500 tons and up to and including 700 tons ass an additional \$1.50 per hour.

###Cranes over 700 tons shall add additional \$3.00 per hour. All Tower Cranes

GROUP 2: All Crane Type Equipment 100 ton capacity and larger cranes, and less than 200 ton capacity, including all Overhead cranes types.

GROUP 3: All Crane Type Equipment 50 ton capacity and larger cranes, and less than 100 ton capacity, including all Overhead cranes types.

Cranes Equipment (as rated by mfg.) 3 cu.yd. and over Guy derrick, Whirley, Power Driven Hole Digger (with 30' and longer mast) Excavator, Backhoe, Motor Patrol (Blade).

GROUP 4: Cranes with less than 50 ton capacity and Cranes (as rated by mfg.) less than 3cu. yd., including all Overhead Crans types, Goldhofer/Modular Powered Trailer, Mobile Gantry System, Heavy Duty Mechanic, Welder Overhead Monorail Types Crane, Panel Board Batch, Plant Operator, Piledriver Engineer, Dragline, Clamshell Sideboom or similar type equipment, Gradall, Cherry Picker, Hosit (while operating 2 or more dums); All Hoist (while doing stack and chimney work) Power Driven Hole digger with less than 30' mast. VacuumTruck, Dozer, Loader or High Lift (Track Loader-not Skidsteer type) and Bulldozer.

GROUP 10: Trcuk Crane Oiler and Driver, Crane Oiler, Permanent Building Type Elevator Operator, Oiler/ Assistnat Engineers no Certification or less certification than any above group.

IRON0048-014 06/01/2021

	Rates	Fringes
IRONWORKER (Ornamental and Structural).....	\$ 29.00	16.20

PLUM0344-006 07/01/2024

	Rates	Fringes
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 40.00	15.71

PLUM0344-019 07/01/2023

	Rates	Fringes
HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct).....	\$ 38.25	15.54

 PLUM0344-024 07/01/2024

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 40.00	15.71

 * ROOF0143-001 07/01/2024

	Rates	Fringes
ROOFER.....	\$ 26.30	10.34

 SFOK0669-002 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.54	25.72

 SHEE0124-010 07/01/2021

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 33.38	16.36

 * SUOK2012-029 07/30/2012

	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 14.98 **	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 16.61 **	3.00
CEMENT MASON/CONCRETE FINISHER...	\$ 16.75 **	0.00
DRYWALL FINISHER/TAPER.....	\$ 13.74 **	0.00
DRYWALL HANGER, Includes Metal Stud Installation.....	\$ 14.38 **	0.00
ELECTRICIAN (Alarm Installation).....	\$ 20.97	5.22
FENCE ERECTOR.....	\$ 14.00 **	0.00
GLAZIER.....	\$ 12.02 **	2.42
IRONWORKER, REINFORCING.....	\$ 17.11 **	0.00
LABORER: Common or General.....	\$ 11.70 **	0.00
LABORER: Landscape.....	\$ 13.75 **	0.00
LABORER: Mason Tender - Brick...	\$ 12.00 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.00 **	1.91

LABORER: Pipelayer.....	\$ 12.39 **	0.00
LABORER: Plaster Tender.....	\$ 11.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.25	4.35
OPERATOR: Bulldozer.....	\$ 20.64	2.35
OPERATOR: Forklift.....	\$ 20.55	0.00
OPERATOR: Grader/Blade.....	\$ 14.28 **	1.70
OPERATOR: Loader (Front End)....	\$ 16.18 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.38 **	1.54
PAINTER: Brush, Roller and Spray, Excludes Drywall Finishing/Taping.....	\$ 12.42 **	0.00
PLASTERER.....	\$ 16.10 **	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 17.57	4.64
TRUCK DRIVER: Dump and Flatbed Truck.....	\$ 11.60 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM019B-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 019B indicates the local union number or district council number where applicable, i.e., Plumbers Local 019B. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. § 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

PAYMENT BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No.: 108179520

CONTRACTOR:

(Name, legal status and address)

Flintco, LLC

1225 N Broadway Ave., Suite 105

Oklahoma City, OK 73103

OWNER:

(Name, legal status and address)

The Board of County Commissioners, Oklahoma County

320 Robert S. Kerr

Oklahoma City, OK 73103

CONSTRUCTION CONTRACT

Date:

Amount: \$44,400,000.00 (Forty Four million, Four hundred thousand dollars)

Description:

(Name and location)

Behavioral Care Center, 1901 E. Grand, Oklahoma City, OK 73129

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$44,400,000.00 (Forty Four million, Four hundred thousand dollars)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Flintco, LLC

Signature: Melinda Young

Name and Title: Melinda Young
VP of Risk Mgmt

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company:

(Corporate Seal)

Travelers Casualty and Surety Company of America

Signature: Cheryl L McAleenan

Name and Title: Cheryl L McAleenan Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Hillsdale Insurance Agency

8800 Page Avenue

St. Louis, MO 63114

314-733-2454

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

•§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Cheryl L McAleenan** of **Maryland Heights**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 16th day of February, 2024.



State of Connecticut

City of Hartford ss.

By: 
 Bryce Grissom, Senior Vice President

On this the 16th day of February, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16th day of December, 2024 .

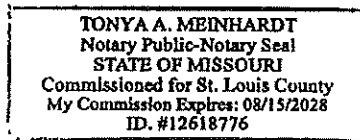



 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

STATE OF Missouri
COUNTY OF St. Louis

On this 16th day of December, 2024, before me personally appeared Cheryl L. McAleenan, with whom I am personally acquainted, who, being by me duly sworn, said: That she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, the corporation described in and which executed the foregoing instrument; that she knows the corporate seal of said Company; that said seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors thereof and of her office under the Standing Resolutions of said Company; and that she signed his/her name thereto as Attorney- in-Fact by like authority.



(Tonya A. Meinhardt) - Notary Public
Commission Number: 12618776
My Commission Expires: August 15th, 2028.

NOTARY STAMP

PERFORMANCE BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No.: 108179520

CONTRACTOR:

(Name, legal status and address)

Flintco, LLC
1225 N Broadway Ave, Suite 105
Oklahoma City, OK 73103

OWNER:

(Name, legal status and address)

The Board of County Commissioners, Oklahoma County
320 Robert S. Kerr
Oklahoma City, OK 73103

CONSTRUCTION CONTRACT

Date:

Amount: \$44,400,000.00 (Forty Four million, four hundred thousand dollars)

Description:

(Name and location)

Behavioral Care Center, 1901 E. Grand, Oklahoma City, OK 73129

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$44,400,000.00 (Forty Four million, four hundred thousand dollars)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: Flintco, LLC (Corporate Seal)

Signature: Melinda Young
Name and Title: Melinda Young
VP of Risk Mgmt
(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: Travelers Casualty and Surety Company of America (Corporate Seal)

Signature: Cheryl L. McAleenan
Name and Title: Cheryl L. McAleenan, Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Hillsdale Insurance Agency
8800 Page Avenue
St. Louis, MO 63114
314-733-2454

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

* to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Cheryl L McAleenan** of **Maryland Heights**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 16th day of February, 2024.



State of Connecticut

By: 
 Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the 16th day of February, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16th day of December, 2024 .

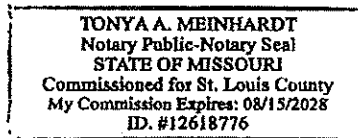



 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

STATE OF Missouri
COUNTY OF St. Louis

On this 16th day of December, 2024, before me personally appeared
Cheryl L. McAleenan, with whom I am personally acquainted, who,
being by me duly sworn, said: That she is Attorney-in-Fact of Travelers Casualty and Surety
Company of America, the corporation described in and which executed the foregoing
instrument; that she knows the corporate seal of said Company; that said seal affixed to said
instrument is such corporate seal; that it was so affixed by authority of the Board of Directors
thereof and of her office under the Standing Resolutions of said Company; and that she signed
his/her name thereto as Attorney- in-Fact by like authority.



(Tonya A. Meinhardt) - Notary Public

Commission Number: 12618776

My Commission Expires: August 15th, 2028.

NOTARY STAMP

County Request No. 1072

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 11.22.24 Department: Engn

State the nature of the legal request: _____

Form 3 Legality

PRICE STILL BEING NEGOTIATED (EXHIBIT B)

RECEIVED

JUN 22 2023

**CIVIL DIVISION
DISTRICT ATTORNEY**

[Signature]
County Officer or Department Director

Reply of District Attorney's Office: _____

Contract should end on
June 30th w/ ability to
Renew

Date of Reply: 12/2/24 [Signature]
Assistant District Attorney