

## **AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES**

This Agreement made and entered into this 20th day of December, 2024 for Construction Management At Risk Services ("Agreement") is made and entered into by and between The Public Buildings Authority, who is a public trust and whose principal office and place of business is at 320 Robert S. Kerr, Oklahoma City, OK 73102 ("Owner"); and Lingo Construction Services, Inc whose principal office and place of business is at 1135 North Robinson Ave, Oklahoma City, OK 73103, (Construction Manager At Risk - "CMAR").

WHEREAS, the Owner desires to re-build the Investors Capital Building (ICB) and associated out-structures housing the Oklahoma County District Attorney's office ("Project") located in Oklahoma City, Oklahoma; and

WHEREAS, the Owner has engaged Miller and SA.Studio as Architects 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 \$14,000,000 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 100% returned to the Owner by reduction in GMP; 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 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**

The following Preconstruction Phase services are to be performed by CMAR:

(a) The CMAR shall provide a preliminary evaluation of the Owner's program and Project Budget requirements, in terms of each other;

(b) The CMAR, with the Architect, shall jointly schedule and attend regular meetings with the Owner and Owners Representative. The CMAR shall consult with the Owner, Owner's Representative, and Architect regarding site use and improvements; constructability; and the selection of materials, building systems and equipment. The CMAR shall provide recommendations on construction technology and feasibility; the availability of materials and labor; and other market conditions necessary to forecast that the project's design stays within budget; CMAR shall provide recommendations on time requirements for procurement, installation and construction completion; CMAR shall help establish preliminary budgets; estimate alternative designs and/or materials; and identify possible economies and other factors related to construction cost and schedule;

(c) When Project requirements have been sufficiently identified, the CMAR shall prepare, and periodically update, a preliminary Project Schedule for the Architect's and Owner's Representative review and the Owner's approval. The CMAR shall assist the Owner, Owner's Representative, and the Architect in creating a critical path schedule setting forth all dates related to the Project, including, without limitation, each phase of the Project's design and construction. The CMAR shall obtain the Architect's approval of the portion of the preliminary Project Schedule relating to the performance of the Architect's services. The CMAR shall coordinate and integrate the preliminary Project Schedule with the services and activities of the Owner, Architect and CMAR. As design proceeds, the preliminary Project Schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and date of Substantial Completion, which date shall be starting on the day of scheduled Substantial Completion for interior spaces. Liquidated damages will be \$1,000 per day for each day work is not completed within the contract time, starting on the day of scheduled Substantial Completion for interior spaces. If Project Schedule updates indicate that previously approved schedules may not be met, the CMAR shall provide an explanation and make appropriate recommendations to the Owner. The Substantial Completion and Final Completion dates will be established upon funding of the Project and at the conclusion of preconstruction services;

(d) When Schematic Design/Design Development Documents have been prepared by the Architect, the CMAR shall prepare a detailed estimate with supporting data for review by the Architect, and Owner's Representative and approval by the Owner. During the preparation of the Construction Documents, the CMAR shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and CMAR;

(e) If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the CMAR shall provide an explanation and make appropriate recommendations to the Owner and Architect;

(f) The CMAR shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and Owner's Representative for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design. Plans and specifications will be made available to any parties interested in obtaining them at various stages of the design process. Open meetings will be held to discuss documents with prospective vendors and subcontractors. The CMAR, Owner, Owner's Representative, and Architect will determine any prequalification criteria to be used to develop lists of acceptable bidders; the CMAR shall establish a procedure to recruit and educate individuals and Disadvantaged Business Enterprises (DBE) to submit bids on the various packages;

(g) The CMAR shall recommend to the Owner, Owner's Representative, and Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project Schedule. Upon the Owner's acceptance of the CMAR's recommendation(s), all contracts for such items shall be entered into by the CMAR and actual costs will be reimbursed as Cost of the Work plus applicable CMAR fees. The CMAR shall expedite the delivery of long-lead time items;

(h) The recommendations and advice of the CMAR concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants;

(i) When the Drawings and Specifications are sufficiently complete, the CMAR shall propose a GMP, which shall be the sum of the Cost of the Work, the CMAR's Fee, the Cost of Preconstruction and Direct Project Management Services, and the Owner's Construction Contingency;

(j) The GMP shall include the cost of the Work as established by the CMAR, a sum established by the CMAR for Construction Phase Management Fee, a sum established by the CMAR to cover costs of Preconstruction and Direct Project Management Support, and the GMP shall include Owner's contingencies. All savings are 100% returned to the Owner by a reduction in GMP. Warranty work and repairs to installed work are not "cost of the work" and shall not be included in the GMP;

(k) The CMAR shall include with the GMP proposal a written statement of its basis, which shall include:

- A list of the Drawings and Specifications, including all addenda and other applicable support documents thereto and the Conditions of the Contract, which were used in preparation of the GMP proposal;
- A list of the clarifications and assumptions made by the CMAR in the preparation of the GMP proposal to supplement the information contained in the Drawings and Specifications;
- The proposed GMP, including a statement of the cost organized by trade categories, allowances, contingency, and other items and the fee that comprise the GMP; and
- The proposed date of Commencement of Construction, and the dates of Substantial Completion and Final Completion upon which the proposed GMP is based. The date of Substantial Completion and Final Completion will be determined after completion of Preconstruction services.

(l) The CMAR shall meet with the Owner, Owner's Representative, and Architect to review the GMP proposal and the written statement of its basis. In the event that the Owner, Owner's Representative, or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the CMAR, who

shall make appropriate adjustments to the GMP proposal, its basis or both;

(m) The GMP proposal shall not be effective without written acceptance by the Owner;

(n) Prior to the Owner's acceptance of the CMAR's GMP proposal and issuance of a Notice to Proceed, the CMAR shall not incur any cost to be reimbursed as part of the Cost of the Work beyond the costs outlined in Exhibit B, except as the Owner may specifically authorize in writing;

(o) The GMP and its basis shall be set forth as Exhibit B and incorporated herein by reference. The GMP shall be subject to additions and deductions by a change in the Work and the dates of Substantial Completion and Final Completion shall be subject to adjustment, with the written approval of the Owner;

(p) The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications. Such revised Drawings and Specifications shall be furnished to the CMAR in accordance with the schedules agreed to by the Owner, Owner's Representative, Architect and CMAR. The CMAR shall promptly notify the Architect, Owner's Representative, and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

**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 Article 2.  
(c) such detailed Project Schedule shall be set forth as 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;

(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 procure the services of a licensed professional to perform an environmental survey of the existing facility. The CMAR shall also procure the services of an independent testing laboratory to perform required material testing. The CMAR will pay for the costs of such survey and tests; and

(n) 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.

#### **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 July 31, 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 complete the Project within the designated Contract Time is \$1,000.00 per day. For each calendar day that exceeds the Contract Time, \$1,000.00 per day will be deducted from the monies due the CMAR.

#### **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
Stan Lingo	Senior Manager
Katie Walker	Principle in Charge
Aaron Lout	Project Manager
Eric Stewart	Assistant Project Manager
Kevin Murphy	Estimator



Collins Peck

Pre-Construction Manager

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.

#### **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;

(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;

(i) The Owner shall provide temporary utility services within the Project Site at no charge to the CMAR; and

(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 Miller (exterior envelope) and S.A. Studio (interior renovation) as the Architects 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**

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

(a) For Work associated with the Preconstruction duties, obligations and responsibilities for the Project, the CMAR shall be paid under separate purchase orders, one for ARPA Federal funds covering interior renovation costs, and one for PBA funds covering the exterior envelop costs;

(b) Compensation for Preconstruction services shall be equitably adjusted if such services extend beyond a mutually agreed date upon the start of Preconstruction services;

(c) Unless otherwise agreed in writing by the Owner, on or before the twenty-fifth (25th) day of each month after commencement of the Work, the CMAR shall submit an invoice to the Owner requesting fee payment for services properly rendered;

(d) In the event the Owner becomes credibly informed that any representations of the CMAR as set forth in Paragraph (c) of this Article are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the CMAR until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction; and

(e) The Owner shall make payment to the CMAR of all sums properly invoiced within sixty (60) days of the Owner's receipt of said invoice.

**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.

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 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;
- 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;
- 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. Cost for items previously used by the CMAR shall mean fair market value;
- e. Rental costs of machinery and equipment not to exceed 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 as defined in Article 2 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 for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the CMAR at the site, whether 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;
- 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;
- 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;
- 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 4.75% 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 and insurance.

(c) Cost of Direct Project Management Support: For its assumption and performance of the Construction Phase duties, obligations and responsibilities set forth in this Agreement, the CMAR shall be paid the cost for 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. The Cost of Direct Project Support will specifically include the following:

1. Salaries and other compensation of the CMAR's personnel who are actively working on the project, but are stationed at the CMAR's principal office or offices other than the site office;
2. Owner approved expenses of the CMAR's principal office and offices other than the site office;
3. Overhead and general expenses;
4. Wages and salaries of the CMAR's supervisory and administrative personnel engaged at the Project site;
5. Wages and salaries of the CMAR's supervisory or administrative personnel engaged at factories, in workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work;
6. On-site facilities, including job site mobilization and set up, office trailer and furniture rental, office equipment, and office security and janitorial services;
7. On-site reproduction costs, postage and express delivery charges, and job office utility costs;
8. That portion of the reasonable travel and subsistence expenses of the CMAR's personnel incurred while traveling in discharge of duties connected with the Work, with the prior written approval of the Owner; and

(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), less the total amount of previous payments received from the Owner. The remaining five percent (5%) 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 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 Agreement for Construction Management At Risk



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 sixty (60) 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 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; or
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;

(i) If within sixty (60) 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 \$2,000 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. 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 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 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 pay deductibles, 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 Agreement for Construction Management At Risk

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

Agreement for Construction Management At Risk

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:  
Public Buildings Authority  
320 Robert S. Kerr  
Oklahoma City, OK 73102

CMAR:  
Lingo Construction Services., Inc.  
1135 North Robinson Ave.  
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 \_\_\_\_\_, 2024

Oklahoma County  
Public Buildings Authority

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST: \_\_\_\_\_  
Maressa Treat, County Clerk


APPROVED:

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

CONSTRUCTION MANAGER AT RISK  
Lingo Construction Services., Inc.  
1135 North Robinson Ave.  
Oklahoma City, Oklahoma 73103

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name and Title

Signed before me this 17<sup>th</sup> day of December 2024

  
\_\_\_\_\_  
Notary Public

My Comm. Expires 5/1/2027



## **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)
EXHIBIT C	LIST OF CONTRACT DOCUMENTS
EXHIBIT D	FEDERAL PROVISIONS
EXHIBIT E	DAVIS BACON DECISION

# EXHIBIT A

## Oklahoma County Investors Capital: Preliminary Schedule for Bidding

ID	Location	Task Name	Duration	Start	Finish	Predecessors	2024	2024	2024	2024	2025	2025	2025	2025	2026	2026									
							Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
1		<b>Construction (Roughly 68 Weeks)</b>	<b>347 days</b>	<b>Thu 1/2/25</b>	<b>Fri 5/1/26</b>																				
2		Lingo Mobilization on Site	8 days	Wed 1/1/25	Fri 1/10/25																				
3	Interior	Interior Demolition 10,000 SQFT Per Floor	50 days	Mon 1/13/25	Fri 3/21/25	2																			
4	Interior	Interior Concrete Demo	20 days	Mon 1/27/25	Fri 2/21/25	3SS+10 days																			
5	Interior	Interior Foundation Installation @ Basement	20 days	Mon 2/10/25	Fri 3/7/25	4SS+10 days																			
6	Interior	Interior Overhead MEP Installation	50 days	Tue 2/11/25	Mon 4/21/25	3SS+20 days																			
7	Exterior	Exterior Erect Scaffold (2 weeks per side)	30 days	Mon 2/24/25	Fri 4/4/25	4																			
8	Interior	Interior Framing Installation	55 days	Tue 3/11/25	Mon 5/26/25	6SS+20 days																			
9	Interior	Interior Structural Steel Installation	30 days	Mon 3/24/25	Fri 5/2/25	3,5																			
10	Interior	Interior Install Annex Building Electrical Room to ICB	35 days	Mon 3/24/25	Fri 5/9/25	3																			
11	Interior	Annex Building Mechanical Room Demolition	20 days	Mon 3/24/25	Fri 4/18/25	3																			
12	Interior	Interior Inwall MEP	60 days	Tue 4/1/25	Mon 6/23/25	3SS+15 days																			
13	Interior	Install New RTU Support Steel	6 days	Mon 5/5/25	Mon 5/12/25	7,9																			
14	Exterior	Exterior Demolition	60 days	Mon 5/5/25	Fri 7/25/25	7,9																			
15	Exterior	Frame New Parapet and Sheath	10 days	Mon 6/2/25	Fri 6/13/25	1,4SS+20 days																			
16	Exterior	Exterior Structural Steel Installation	25 days	Mon 6/2/25	Fri 7/4/25	1,4SS+20 days																			
17	Exterior	Demo Existing & Install New Roofing	25 days	Mon 6/16/25	Fri 7/18/25	15																			
18	Exterior	Exterior Shell/Finish Installation	100 days	Mon 6/16/25	Fri 10/31/25	1,6SS+10 days																			
19	Interior	Interior Gyp Install	45 days	Mon 7/14/25	Fri 9/12/25	1,8SS+20 days																			
20	Interior	Ceiling Installation	45 days	Mon 9/15/25	Fri 11/14/25	1,9																			
21	Interior	Interior Gyp Finish to First Coat	35 days	Mon 10/13/25	Fri 11/28/25	1,9SS+20 days, 2,05																			
22	Exterior	Remove Scaffolding	25 days	Mon 11/3/25	Fri 12/5/25	1,8																			
23	Interior	Interior Door & Hardware & Accessories	30 days	Mon 12/1/25	Fri 1/9/26	2,1																			
24	Interior	Flooring Installation	60 days	Mon 12/1/25	Fri 2/20/26	2,1																			
25	Interior	Interior Wall Tile/Quartz Panel Installation	60 days	Mon 12/1/25	Fri 2/20/26	2,1																			
26	Interior	MEPP Trim Out	30 days	Mon 12/1/25	Fri 1/9/26	2,1																			
27	Exterior	Lingo Punch Exterior	10 days	Mon 12/8/25	Fri 12/19/25	2,2																			
28	Exterior	Owner, Arch Punch Exterior	10 days	Mon 12/22/25	Fri 1/2/26	2,7																			
29	Interior	MEPP Final Inspections	10 days	Mon 1/12/26	Fri 1/23/26	2,6																			
30	Interior	Finish Coat Paint	35 days	Mon 2/23/26	Fri 4/10/26	2,3, 10, 24, 25																			
31	Interior	Lingo Punch Interior	30 days	Mon 3/9/26	Fri 4/17/26	3,0SS+10 days																			
32	Interior	Owner, Arch Punch Interior	30 days	Mon 3/23/26	Fri 5/1/26	3,1SS+10 days																			
33	General	Substantial Completion	1 day	Mon 4/13/26	Mon 4/13/26	3,30																			
34	General	Project Hand Off	0 days	Fri 5/1/26	Fri 5/1/26	3,2																			

**Lingo**

Exterior Erect Scaffold (2 weeks per side) 4/4

Interior Framing Installation 5/26

Interior Structural Steel Installation 5/2

Interior Install Annex Building Electrical Room to ICB 5/9

Annex Building Mechanical Room Demolition 4/18

Interior Inwall MEP 6/23

Install New RTU Support Steel 5/12

Exterior Demolition 7/25

Frame New Parapet and Sheath 6/13

Exterior Structural Steel Installation 7/4

Demo Existing & Install New Roofing 7/18

Exterior Shell/Finish Installation 10/31

Interior Gyp Install 9/12

Ceiling Installation 11/14

Interior Gyp Finish to First Coat 11/28

Remove Scaffolding 12/5

Interior Door & Hardware & Accessories 1/9

Flooring Installation 2/20

Interior Wall Tile/Quartz Panel Installation 2/20

MEPP Trim Out 1/9

Lingo Punch Exterior 12/19

Owner, Arch Punch Exterior 1/2

MEPP Final Inspections 1/23

Finish Coat Paint 4/10

Lingo Punch Interior 4/17

Owner, Arch Punch Interior 5/1

Substantial Completion 4/13

Project Hand Off 5/1

EXHIBIT B

**Spreadsheet Report**  
*Investors Capital Bldg Estimate*

<b>Project name</b>	Investors Capital Bldg Estimate
<b>Equipment rate table</b>	Standard
<b>Job size</b>	58491 sf
<b>Notes</b>	7/25/2024: Estimate update with alternates
<b>Report format</b>	Sorted by 'Group phase/Phase' Detail summary Allocate add-ons Paginate

**Spreadsheet Report**  
**Investors Capital Bldg Estimate**

Group	Phase	Phase	Description	Labor Amount	Material Amount	Sub Amount	Other Amount	Equip Amount	Grand Total Amount
01000			<b>GENERAL CONDITIONS</b>						
	01305		<b>PRECONSTRUCTION</b>						
		01305	Precon PM	6,250	250	-	-	-	8,972
		01305	Estimating Support	4,500	-	-	-	-	6,280
		01305	Field Precon	2,000	100	-	-	-	2,891
			<b>PRECONSTRUCTION</b>	<b>12,750</b>	<b>350</b>				<b>18,143</b>
	01310		<b>PROJECT MANAGEMENT</b>						
		01310	Project Management Prestart	5,250	858	-	-	-	8,184
		01310	Project Manager Billable to Proejct - 50%	16,154	2,288	-	-	-	24,831
		01310	Assistant PM - 100%	27,692	4,576	-	-	-	43,221
			<b>PROJECT MANAGEMENT</b>	<b>49,096</b>	<b>7,722</b>				<b>76,236</b>
	01312		<b>FIELD PERSONNEL</b>						
		01312	Super Full Time	33,846	4,576	-	-	-	51,808
		01312	Assistant Superintendent	25,846	4,576	-	-	-	40,644
			<b>FIELD PERSONNEL</b>	<b>59,692</b>	<b>9,152</b>				<b>92,453</b>
	01320		<b>CONSTRUCTION DOCUMENTS</b>						
		01320	Construction Documents - Third Party Printing	-	1,750	-	-	-	1,776
		01320	Web Based Documents - Procure	-	3,013	-	-	-	3,013
			<b>CONSTRUCTION DOCUMENTS</b>		<b>4,763</b>				<b>4,789</b>
	01330		<b>SUBMITTALS</b>						
		01330	Submittal Cost	-	500	-	-	-	508
			<b>SUBMITTALS</b>		<b>500</b>				<b>508</b>
	01350		<b>MISC EXPENSES</b>						
		01350	Misc Expenses by \$1000	1,550	1,550	-	-	-	3,713
			<b>MISC EXPENSES</b>	<b>1,550</b>	<b>1,550</b>				<b>3,713</b>
	01410		<b>PERMITS &amp; FEES</b>						
		01410	<i>Building Permit - Remodel</i>	-	0	-	-	-	0
		01410	Erosion Control Permit	-	150	-	-	-	150
		01410	<i>Impact Fee 3" - Existing Water Service</i>	-	0	-	-	-	0
		01410	Work Zone Permit per week	-	400	-	-	-	400
			<b>PERMITS &amp; FEES</b>		<b>550</b>				<b>550</b>
	01411		<b>Builders Risk Insurance</b>						
		01411	Builders Risk Remodel over 1 million	-	5,425	-	-	-	5,425
		01411	Bonding	-	13,926	-	-	-	13,926
			<b>Builders Risk Insurance</b>		<b>19,351</b>				<b>19,351</b>
	01450		<b>QUALITY CONTROL</b>						
		01450	<i>Testing Allowance Site by Owner</i>	-	-	-	-	-	-
		01450	<i>Testing Allowance Building by Owner</i>	-	-	-	-	-	-
		01450	<i>Mock-up in Each Section</i>	-	-	-	-	-	-
	01510		<b>TEMPORARY UTILITIES</b>						
		01510	<i>Monthly Electric During Construction by Owner</i>	-	-	-	-	-	-
		01510	<i>Monthly Water During Construction by Owner</i>	-	-	-	-	-	-
		01510	<i>Monthly Gas During Construction by Owner</i>	-	-	-	-	-	-
		01510	Monthly Mobile/ Hotspot Costs	-	500	-	-	-	500



**Spreadsheet Report**  
Investors Capital Bldg Estimate

Group	Phase	Phase	Description	Labor Amount	Material Amount	Sub Amount	Other Amount	Equip Amount	Grand Total Amount
			<b>TEMPORARY UTILITIES</b>		500				500
	<b>01520</b>		<b>CONSTRUCTION FACILITIES</b>						
		01520	Project Office	-	1,300	-	-	-	1,320
		01520	Office Pickup/ Delivery	-	300	-	-	-	300
		01520	Storage Container	-	460	-	-	-	467
		01520	Temporary Toilet for 1 Toilet	-	536	-	-	-	536
		01520	Handwash Stations	-	640	-	-	-	640
		01520	Ice Cups Water	640	320	-	-	-	1,213
			<b>CONSTRUCTION FACILITIES</b>	640	3,556				4,476
	<b>01530</b>		<b>TEMPORARY CONSTRUCTION</b>						
		01530	Construction Fence Rental	500		2,110	-	-	2,817
		01530	Off Site Parking/ Yard		10,000	-	-	-	10,000
		01530	Temporary Floor Opening Protection	3,240	4,440	-	-	-	8,961
		01530	Temporary Wall Opening Protection	2,412	3,719	-	-	-	7,084
		01530	Temporary Perimeter Cable Rail Thru Structural Steel	4,800	2,700	-	-	-	9,398
		01530	Temporary Street Barricades with Plywood Top	834	4,986	-	-	-	6,150
		01530	Traffic Control Signage	-	5,000	-	-	-	5,000
			<b>TEMPORARY CONSTRUCTION</b>	11,786	30,845	2,110			49,411
	<b>01540</b>		<b>CONST. EQUIPMENT</b>						
		01540	Equipment Fuel	-	800	-	-	-	800
		01540	Maintenance/ Delivery per Week	720	-	-	-	-	1,005
		01540	Supers Tool Box	-	-	-	-	11,160	11,160
		01540	Division 3 Misc Tools per Thousand	-	-	-	-	10,850	10,850
		01540	Large Skytrack - No Operator	-	-	-	-	6,400	6,400
		01540	Track Skid Steer	-	-	-	-	4,000	4,000
			<b>CONST. EQUIPMENT</b>	720	800			32,410	34,215
	<b>01560</b>		<b>TEMP.BARRICADES/ENCL OSURS</b>						
		01560	Fire Extinguishers	-	1,500	-	-	-	1,523
			<b>TEMP.BARRICADES/ENCL OSURS</b>		1,500				1,523
	<b>01580</b>		<b>PROJECT IDENTIFICATION</b>						
		01580	Project Sign		250	750	-	-	1,007
			<b>PROJECT IDENTIFICATION</b>		250	750			1,007
	<b>01740</b>		<b>PROJECT CLEANING</b>						
		01740	Clean-up Forman	11,520	-	-	-	-	16,076
		01740	Clean Up During Construction - 4 hr day	5,120	320	-	-	-	7,465
		01740	Dumpster	-	8,300	-	-	-	8,425

**Spreadsheet Report**  
Investors Capital Bldg Estimate

Group	Phase	Phase	Description	Labor Amount	Material Amount	Sub Amount	Other Amount	Equip Amount	Grand Total Amount
			<b>PROJECT CLEANING</b>	16,640	8,620				31,966
	01780		<b>CLOSE-OUT SUBMITTALS</b>						
		01780	Close-Out Costs	250	250	-	-	-	599
			<b>CLOSE-OUT SUBMITTALS</b>	250	250				599
			<b>GENERAL CONDITIONS</b>	153,125	90,259	2,860		32,410	339,438
<b>02000</b>			<b>SITWORK</b>						
	02225		<b>SELECTIVE DEMOLITION</b>						
		02225	Visquene Dust Partition	1,890	696	-	-	-	3,344
		02225	Temp Partition	756	485	-	-	-	1,547
		02225	Demo Interior	-	-	125,000	-	-	125,550
		02225	Trash Chute Rental	-	-	6,476	-	-	6,505
		02225	Sawcut Floor	-	-	-	-	-	-
		02225	Remove Concrete Floor	-	-	-	-	-	-
		02225	Remove Concrete Floor	-	-	-	-	-	-
		02225	Remove Remainder Basement Concrete Floor (Add \$85,816)	-	-	-	-	-	-
		02225	Remove Structural Concrete	-	-	-	-	-	-
		02225	Deck & Shore for Floor Demo	-	-	-	-	-	-
		02225	Misc. Interior Demolition Cleanup after County	-	-	-	-	-	-
		02225	Sandblast Concrete - Excluded	-	-	-	-	-	-
			<b>SELECTIVE DEMOLITION</b>	2,646	1,181	131,476			136,946
	02530		<b>SANITARY SEWER</b>						
		02530	Sanitary Sewer Bid - Allowance to Scope	-	-	2,500	-	-	2,511
		02530	Sanitary Sewer Bid - Allowance to Repair	-	-	25,000	-	-	25,110
			<b>SANITARY SEWER</b>			27,500			27,621
	02620		<b>SUBSURFACE DRAINAGE</b>						
		02620	French Drain - Interior of Exterior Wall below Slab (Add \$39,881)	-	-	-	-	-	-
		02620	Sump System (Add \$20,088)	-	-	-	-	-	-
			<b>SITWORK</b>	2,646	1,181	158,976			164,567
<b>03000</b>			<b>CONCRETE</b>						
	03100		<b>CONCRETE GENERAL CONDITIONS</b>						
		03100	Concrete Super	0	0	-	-	-	0
		03100	Concrete PM	0	0	-	-	-	0
	03103		<b>CONCRETE LAYOUT</b>						
		03103	Lingo Layout Crew	5,475	730	-	-	2,190	10,571
			<b>CONCRETE LAYOUT</b>	5,475	730			2,190	10,571
	03305		<b>HELICAL PILES</b>						
		03305	Helical Pier Allowance - \$300k Included	-	-	0	-	-	0
		03305	Helical Pier TEST PILE - Included	-	-	0	-	-	0
	03320		<b>SPOT FOOTINGS</b>						
		03320	Spot Footings by CY - Concept	-	-	0	-	-	0
	03330		<b>CONTINUOUS FOOTINGS</b>						
		03330	Cont Footings by CY - Concept	-	-	0	-	-	0
	03410		<b>SLAB ON GRADE</b>						
		03410	Concrete Bid	-	-	356,634	-	-	358,203
		03410	Int Alt to replace remainder basement Concrete Slab by SF with Rebar (\$75,089)	-	-	-	-	-	-
		03410	Sand Subgrade	-	0	-	-	-	0
		03410	Grade Subgrade	0	-	-	-	-	0
		03410	Vapor Barrier	0	0	-	-	-	0
		03410	Concrete - Slab on Grade - 3500 psi	0	0	-	-	-	0
		03410	Pump for Concrete - Slab on Grade	-	-	0	-	-	0
		03410	Finish Flatwork	-	-	0	-	-	0
		03410	Curling	0	0	-	-	-	0
		03410	Prep for Mat'l Subgrade & Set UP	0	0	-	-	-	0
			<b>SLAB ON GRADE</b>			356,634			358,203
	03500		<b>CONCRETE WALLS</b>						

**Spreadsheet Report**  
Investors Capital Bldg Estimate

Group	Phase	Phase	Description	Labor Amount	Material Amount	Sub Amount	Other Amount	Equip Amount	Grand Total Amount
	03500		<b>CONCRETE WALLS</b>						
		03500	Concrete Walls by Sub (perimeter one side wall)	-	-	0	-	-	0
	03610		<b>GROUTING</b>						
		03610	Grout Base Plates	0	0	-	-	-	0
		03610	Grout Elev. Sills	0	0	-	-	-	0
		03610	Grout St Stl to Concrete Deck at Stair Opngs	0	0	-	-	-	0
			<b>CONCRETE</b>	5,475	730	356,634		2,190	368,774
05000			<b>METALS</b>						
	05120		<b>STRUCTURAL STEEL</b>						
		05120	Steel Material Furnish only	-	0	612,000	-	0	614,693
			<b>STRUCTURAL STEEL</b>			612,000			614,693
	05510		<b>MISC. METALS</b>						
		05510	Stair Opening Framing (25#/LF)	-	0	-	-	-	0
		05510	Remove & rework Existing Stair Handrails	-	-	-	-	-	-
		05510	Steel Support for 1st Flr Stair Platform	-	-	0	-	-	0
		05510	Int All-Steel Beams & Supports for Roof Top DOAS Unit (Add \$28,056)	-	-	-	-	-	-
		05510	Int All-Roof Screen - DOAS Unit (Add \$38,569)	-	-	-	-	-	-
		05510	Handrails Included	0	-	-	-	-	0
		05510	Guardrails	-	-	-	-	-	-
		05510	Lintels	0	-	-	-	-	0
		05510	Ladders	-	-	-	-	-	-
		05510	Elevator Beams	0	-	-	-	-	0
		05510	Sill Angles	0	-	-	-	-	0
			<b>METALS</b>			612,000			614,693
08000			<b>DOORS &amp; WINDOWS</b>						
	08110		<b>STEEL DOORS/FRAMES</b>						
		08110	HM Frames and Doors	-	47,500	-	-	-	48,213
			<b>STEEL DOORS/FRAMES</b>		47,500				48,213
	08810		<b>GLASS &amp; GLAZING</b>						
		08810	Interior Glazing Bid	-	-	653,528	-	-	656,404
			<b>GLASS &amp; GLAZING</b>			653,528			656,404
			<b>DOORS &amp; WINDOWS</b>		47,500	653,528			704,616
16000			<b>ELECTRICAL</b>						
	16010		<b>SITE ELECTRICAL</b>						
		16010	Existing Service to Remain	-	-	0	-	-	0
		16010	Transformer Pad - Existing Service	-	-	0	-	-	0
	16140		<b>ELECTRICAL POWER</b>						
		16140	Electrical and FA Bid	-	-	542,829	-	-	545,217
		16140	Switch Gear, Step Down Tran & Panels per SF	-	-	0	-	-	0
		16140	Electrical Demolition	-	-	0	-	-	0
		16140	Generator Allowance (Add \$150,660)	-	-	-	-	-	-
		16140	Plugs and Switching per SF	-	-	0	-	-	0
		16140	Low Voltage Pathway	-	-	0	-	-	0
		16140	Power for Large Mech Equipment	-	-	0	-	-	0
			<b>ELECTRICAL POWER</b>			542,829			545,217
	16510		<b>LIGHT FIXTURES</b>						
		16510	Fixture Package Allowance per SF	-	0	0	-	-	0
		16510	Lighting Control System per SF	-	-	0	-	-	0
	16605		<b>LIGHTNING PROTECTION</b>						
		16605	Lightning Protection - Excluded	-	-	0	-	-	0
	16705		<b>FIRE ALARM SYSTEM</b>						
		16705	Fire Alarm System	-	-	0	-	-	0
	16720		<b>LOW VOLTAGE</b>						
		16720	Data Sub by Owner	-	-	-	-	-	-
	16845		<b>SECURITY</b>						
		16845	Access Control and Security by Owner	-	-	-	-	-	-
		16845	Access Control and Security Rough	-	-	0	-	-	0
			<b>ELECTRICAL</b>			542,829			545,217

**Estimate Totals**

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	225,018	225,018	5,741,000 hrs			3,9217 /sf	7.40%
Material	140,622	365,640				3,247 /sf	7.46%
Subcontract	2,337,065	2,702,705				2,404 /sf	4.69%
Equipment	34,600	2,737,305	1,353,000 hrs			6,251 /sf	4.65%
Other		2,737,305				39,856 /sf	77.44%
Bond						46,207 /sf	17.44%
Construction Contingency	136,865	2,874,170		5.000 %	T	0.592 /sf	1.15%
Contractors Fee without PM	143,709	3,017,879		5.000 %	T	46,759 /sf	1.15%
<b>Total</b>		<b>3,017,879</b>				<b>46,759 /sf</b>	<b>1.15%</b>

# EXHIBIT C

## LIST OF CONTRACT DOCUMENTS:

The contract documents shall consist of the Contract documents described in Article 18, page 20, and the following documents:

Plans and Specifications as provided by the Design Architect: December 10, 2024

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:

Agreement for Construction Management At Risk

Page 33 of 36



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

"General Decision Number: OK20240049 08/23/2024

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).

Table with 2 columns: Contract conditions and applicable Executive Order details. Row 1: Contract entered on or after Jan 30, 2022, or renewed/extended after Jan 30, 2022. Row 2: Contract awarded on or between Jan 1, 2015 and Jan 29, 2022, and not renewed/extended on or after Jan 30, 2022.

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/ Assisnat Engineers no Certification or less certification than any above group.

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IRON0048-014 06/01/2021

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

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PLUM0344-006 07/01/2024

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

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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

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 PLUM0344-024 07/01/2024

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

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 \* ROOF0143-001 07/01/2024

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

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 SFOK0669-002 01/01/2024

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

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 SHEE0124-010 07/01/2021

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

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 \* 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

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

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\*\* 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)).

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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: PLUM0198-005 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. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. 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.

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#### 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.

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END OF GENERAL DECISION"