



# MIDWEST CITY COUNCIL

## AGENDA FOR

### December 10, 2019

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*Happy Holidays* The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City - Government YouTube page.

*Happy Holidays* The recorded video will be available on YouTube and the City's website within 48 hours: [Bit.ly/youtubemwc](http://Bit.ly/youtubemwc).

*Happy Holidays* The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.

*Happy Holidays* To make a special assistance request, call 739-1213 or email [bbundy@midwestcityok.org](mailto:bbundy@midwestcityok.org) no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

*Happy Holidays* The Council will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the second floor conference room for dinner, but no City Council business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the City Council and staff.



## CITY OF MIDWEST CITY COUNCIL AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

December 10, 2019 – 6:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation by Assistant City Manager Vaughn Sullivan
  - Pledge of Allegiance by Carl Albert High School Jr. ROTC Cadets Pickett, Johnson, Reikenna
  - Community-related announcements and comments
- C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Council, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.
1. Discussion and consideration of approving the minutes of the November 26, 2019 meeting. (City Clerk - S. Hancock)
  2. Discussion and consideration of accepting the City Manager's Report for the month of October, 2019. (Finance - C. Barron)
  3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase. Street & Alley, expenses/Street Department (09) \$12,469. General Fund, expenses/Community Development (05) \$20,000. (Finance - C. Barron)
  4. Discussion and consideration of ratifying, approving and entering into the FY 2019 Unified Planning Work Program (UPWP) contract between the Association of Central Oklahoma Governments and the City of Midwest City. (Community Development - B. Bundy)
  5. Discussion and consideration of accepting a State and Local Assistance Performance Grant from and entering into an Agreement for the Sub-Grant of Emergency Management Performance Grant Program Funds with The State of Oklahoma Department of Emergency Management (OEM) in the amount of \$20,000 effective October 1, 2019 to encourage the development of comprehensive disaster preparedness and assistance plans, programs, capabilities, and organizations by Tribal, State and Political Subdivisions. (Emergency Management - M. Bower)
  6. Discussion and consideration of approving Amendment No. 1 to the Agreement for Professional Engineering Services with Jacobs Engineering Group, in an amount of \$19,969.00, for the completion of design costs for the signal upgrade project. (Community Development - B. Bundy)

7. Discussion and Consideration of adopting a resolution authorizing application for financial assistance from the Association of Central Oklahoma Governments' Public Fleet Clean Air Grants Fund. (City Manager - T. Lyon)
8. Discussion and consideration of the re-appointing Max Wilson and Rick Lewis to the ADA Transition Plan Committee. (Community Development - B.Bundy)
9. Discussion and consideration of declaring the following equipment from Street Department: (1) Miller Bobcat Welder, (1) Lincoln Electric Welder, (1) FS 90R Stihl Weed Eater, (1) FC 90 Stihl Edger, (1) 1999 Dodge 2500 Pickup, (1) Hustler Z Turn Mower, (1) TS 700 Stihl Quickie Concrete Saw, (1) Troy Bilt Rear Tine Tiller and (1) 1991 IHC International Truck, as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary. (Public Works - R. Paul Streets)

D. DISCUSSION ITEMS.

1. Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Johnson and Associates in the amount of \$50,060.00 for the preparation of plans for the removal, redesign, and reconstruction of the S.E. 15th Street creek crossing located approximately six hundred feet west of the intersection of S.E. 15th Street and Hiwassee Road. (Public Works - P. Menefee)
2. Discussion and consideration of approving and entering into a contract for architectural and engineering services with PDG, LLC. d.b.a. Heckenkemper Golf Course Design associated with the renovation of John Conrad Regional Golf Course, in an amount not to exceed \$371,000.00. (Assistant City Manager - V. Sullivan)
3. Discussion and consideration of an amendment agreement to the professional services contract with Selser Schaefer Architects, Inc. in regards to landscape architecture design and additional services in an amount of \$4,950. (Police - B. Clabes)

DI. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.**

DII. ADJOURNMENT.

Notice for the Midwest City Council meetings was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

## Midwest City Council Minutes

November 26, 2019 – 6:00 PM

This meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Mayor Matt Dukes called the meeting to order at 6:02 PM with the following members present: \*Councilmembers Susan Eads, Pat Byrne, Española Bowen, Christine Allen and Jeff Moore with City Clerk Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Sean Reed.

**OPENING BUSINESS.** The invocation was given by Assistant City Manager Vaughn Sullivan, followed by the Pledge of Allegiance led by Midwest City High School Jr. ROTC Cadets Andres Baquera and Gaven Tamonte. Council and Staff made community-related announcements. A Mayoral Proclamation was issued for Small Business Saturday, November 30, 2019.

\*Councilmember Eads arrived at 6:07 PM.

**CONSENT AGENDA.** Allen made a motion to approve the consent agenda, as submitted, except for item 5, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried. Bill Bridges of 10300 Belmont spoke to Council.

1. Discussion and consideration of approving the minutes of the November 12, 2019 meeting.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase. Employee Activity Fund, expenses/MWC Activities (38) \$2,900. Special Police Projects Fund, revenue/Police Department (62) \$10,000; expenses/Police Department (62) \$4,000; Sooner Rose TIF Fund, expenses/Hospital Authority (90) \$24,000.
3. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
4. Discussion and consideration of accepting the Monthly Neighborhood Services report for October 2019.
5. **Discussion and consideration of approving Supplement No. 1 to the Agreement for Professional Services with Jacobs Engineering Group, in an amount of \$19,969.00, for the completion of the plans for the signal upgrade project.** No action was taken.
6. Discussion and consideration of approving a federal aid programming Resolution 2019-33 for inclusion into the FFY 2020-2023 Transportation Improvement Plan for a project to replace all the school zone flashers in the city and upgrade various intersections.
7. Discussion and consideration of approving a federal aid programming Resolution 2019-34 for inclusion into the FFY 2020-2023 Transportation Improvement Plan for a project to reconstruct the drainage structure at SE 15th Street just west of Hiawasse Road.

8. Discussion and consideration of awarding the bid to and entering into a contract with Paragon Builders, LLC in the amount of \$214,854 for the SCIP Phase 2 – N.E. 23rd Street Trail construction project.
9. Consideration of a plat correction certificate to correct an error in the dimension of Lot 16, Block 10 of the Turtlewood 6th Addition.
10. Discussion and consideration of reappointing Jess Huskey, Frank Young and Charles McDade to the Board of Adjustment for additional three-year terms.
11. Discussion and consideration of declaring a 1994 Bauer UNII/20/E3 Self Contained Breathing Apparatus Cylinder (SCBA) fill station surplus and authorizing disposal by public auction or sealed bid.
12. Discussion and consideration of declaring various items of City property as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary.

#### DISCUSSION ITEMS.

1. **(PC-2025) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial, to C-4, General Commercial, for the property described as a part the SE/4 of Section 27, T12N, R2W, and addressed as 1145 N. Midwest Blvd.** Staff and applicant, Jorge Mendros of 5800 N. Porter, spoke with Council, after which Moore made a motion to approve Ordinance 3399, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Moore, and Mayor Dukes. Nay: Bowen and Allen. Absent: Reed. Motion carried.
2. **(PC-2028) Public hearing with discussion and consideration of an ordinance to redistrict from A-1, Agriculture to R-6, Single Family Detached Residential, for the property described as a part the NE/4 of Section 8, T11N, R1W, and addressed as a part of 2101 S. Anderson Road.** Per the applicant's request, item was tabled.
3. **(PC-2029) Discussion and consideration of approval of the proposed final plat of the Ibanez Addition, described as a part of the NW/4 of Section 5, T11N, R1W and addressed as 10309 Belmont Ave.** After Staff and Council discussion, Byrne made a motion to approve the final plat, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.
4. **(PC-2030) Discussion and consideration of approval of the proposed preliminary plat of the Mary Knowlin Estate, described as a part of the SW/4 of Section 8, T11N, R1W, addressed as 2500 Hand Road.** Byrne made a motion to approve the plat, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.
5. **(PC-2031) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Group Residential in the R-6, Single Family Detached Residential district, for the property described as a part of the NW/4 of Section 34 T-11-N, R-2-W, located at 3612 Oak Grove Drive.** No action taken.

6. **Discussion and consideration of approval of the proposed preliminary plat of Ryan's Ridge, described as a part of the SW/4 of Section 6, T11N, R1W, located at 10332 SE 10th Street.** After discussion with Staff and the applicant, Kevin Ergenbright of 11524 Surrey Ln. and Carol Campbell of 10309 SE 12<sup>th</sup> St., Byrne made a motion to approve the waiver for no sidewalks on SE 10<sup>th</sup> and 12<sup>th</sup> St.; and the waiver for the half street improvements, if street is already up to City standards; but to deny the sidewalk waiver on Ryan Ridge Ct., seconded by Allen. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.
7. **Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses-Miscellaneous, Article V, Offenses Against Public Peace, Section 28-90.1, Disorderly Conduct; establishing an effective date; and providing for repealer and severability.** Eads made a motion to approve Ordinance 3397, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.
8. **Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses-Miscellaneous, Article IV, Offenses Against Property, Section 28-54, Trespass; establishing an effective date; and providing for repealer and severability.** Eads made a motion to approve Ordinance 3396, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.
9. **Discussion and consideration of an ordinance amending Chapter 32, Peddlers and Solicitors, of the Midwest City Code, by amending Article III, Peddlers and Solicitors, Section 32-60 Food Trucks, License Required and providing for repealer and severability; and declaring an emergency.** Eads made a motion to approve Ordinance 3398, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried. Eads made a motion to approve the emergency clause, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.
10. **Discussion and consideration of approving the five-year Council Plans and Priorities to be distributed to the public.** After Council discussion, Eads made a motion to approve the Council Plans and Priorities, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.
11. **Discussion and consideration approving the purchase of one (1) new E-One Fire Ladder Truck with Chief Fire and Safety Co. Inc. for a total price of \$1,148,000.00 per State Contract SW0240.** After Staff and Council discussion, Eads made a motion to approve the purchase, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION. Staff addressed the Council.

ADJOURNMENT. Mayor Dukes adjourned the meeting at 7:44 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES II, Mayor

\_\_\_\_\_  
SARA HANCOCK, City Clerk



**Finance Department**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
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Office: 405-739-1245  
www.midwestcityok.org

TO: Honorable Mayor and City Council  
FROM: Christy Barron, City Treasurer/Finance Director  
DATE: December 10, 2019  
SUBJECT: Discussion and consideration of accepting the City Manager's Report for the month of October, 2019.

The funds in October that experienced a significant change in fund balance from the September report are as follows:

**Park & Recreation (123)** decreased because of the payment to Waste Research Inc. for:  
Pup truck <\$119,623>

**Water (191)** decreased due to the quarterly payment to:  
Central Oklahoma Master Conservancy <\$279,596>

**Hotel/Conference Center (195)** had an operational gain of \$24,582 in October.

**2018 Election G.O. Bonds (270)** decreased due to the payments for:  
Capital Outlays <\$539,054>

**MWC Hospital Authority (425)** activities for October:  
Compounded Principal (9010) – unrealized gain on investment \$1,426,288  
Discretionary (9050) - unrealized gain on investment \$331,298

This item is at Council's discretion.

Christy Barron  
Finance Director

City of Midwest City  
Financial Summary by Fund  
for Period Ending October, 2019  
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2019 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	3,156,752	-	3,183,251	864,492	(890,991)	(26,499)	3,156,752
10	GENERAL	6,145,826	(149,798)	5,995,765	13,068,153	(13,067,890)	262	5,996,028
11	CAPITAL OUTLAY RESERVE	887,290	-	933,143	6,412	(52,265)	(45,853)	887,290
13	STREET AND ALLEY FUND	1,383,723	-	1,266,863	194,878	(78,018)	116,860	1,383,723
14	TECHNOLOGY FUND	172,475	-	164,040	142,812	(134,376)	8,436	172,475
15	STREET LIGHT FEE	1,825,053	-	1,630,191	205,116	(10,254)	194,862	1,825,053
16	REIMBURSED PROJECTS	928,597	-	874,019	84,680	(30,103)	54,577	928,596
17	29TH & DOUGLAS PROPERTY	5,500,285	-	5,500,283	2	-	2	5,500,285
20	MWC POLICE DEPARTMENT	4,731,962	-	4,188,477	5,459,572	(4,916,088)	543,484	4,731,962
21	POLICE CAPITALIZATION	521,250	-	491,782	286,707	(257,239)	29,468	521,250
25	JUVENILE FUND	17,928	-	30,214	17,470	(29,757)	(12,286)	17,928
30	POLICE STATE SEIZURES	72,856	-	72,631	1,749	(1,524)	225	72,856
31	SPECIAL POLICE PROJECTS	106,909	-	78,652	28,623	(367)	28,257	106,909
33	POLICE FEDERAL PROJECTS	54,161	-	61,341	220	(7,400)	(7,180)	54,161
34	POLICE LAB FEE FUND	22,282	-	21,650	3,614	(2,982)	632	22,282
35	EMPLOYEE ACTIVITY FUND	18,847	-	20,232	872	(2,258)	(1,385)	18,847
36	JAIL	149,399	-	151,135	23,334	(25,070)	(1,736)	149,399
37	POLICE IMPOUND FEE	137,093	-	156,316	18,611	(37,834)	(19,223)	137,093
40	MWC FIRE DEPARTMENT	3,111,822	(4)	2,803,249	4,214,378	(3,905,809)	308,570	3,111,818
41	FIRE CAPITALIZATION	995,307	-	877,748	205,331	(87,771)	117,559	995,307
45	MWC WELCOME CENTER	341,656	(192)	357,883	82,589	(99,008)	(16,419)	341,464
46	CONV / VISITORS BUREAU	232,120	-	200,919	137,218	(106,018)	31,201	232,120
50	DRAINAGE TAX FUND	-	-	-	-	-	-	-
60	CAPITAL DRAINAGE IMP	546,890	-	569,922	157,338	(180,370)	(23,032)	546,890
61	STORM WATER QUALITY	946,046	-	878,476	261,466	(193,896)	67,571	946,046
65	STREET TAX FUND	1,553,684	-	1,519,081	164,696	(130,093)	34,603	1,553,684
70	EMERGENCY OPER FUND	735,487	-	713,432	197,301	(175,247)	22,054	735,487
75	PUBLIC WORKS ADMIN	448,386	-	351,006	393,899	(296,519)	97,380	448,386
80	INTERSERVICE FUND	544,636	-	462,631	998,943	(916,939)	82,005	544,636
81	SURPLUS PROPERTY	460,961	(361,544)	97,486	18,880	(16,949)	1,931	99,416
115	ACTIVITY FUND	358,565	(235)	354,596	36,380	(32,646)	3,734	358,330
123	PARK & RECREATION	539,410	(644)	651,194	204,707	(317,136)	(112,428)	538,766
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	174,973	(174,973)	(0)	6,029
142	GRANTS/HOUSING ACTIVITIES	141,114	-	147,646	59,534	(66,065)	(6,531)	141,114
143	GRANT FUNDS	105,721	(45,721)	60,000	388,724	(388,724)	-	60,000



City of Midwest City  
Financial Summary by Fund  
for Period Ending October, 2019  
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2019 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,225,476	(5,564)	2,363,534	282,756	(426,378)	(143,622)	2,219,912
172	CAP. WATER IMP-WALKER	1,210,169	-	1,022,289	188,811	(931)	187,880	1,210,169
178	CONST LOAN PAYMENT REV	2,832,768	(38,069)	3,186,744	295,404	(687,449)	(392,045)	2,794,700
184	SEWER BACKUP FUND	82,954	-	82,373	582	-	582	82,954
186	SEWER CONSTRUCTION	4,178,499	(175,000)	3,827,884	498,038	(322,423)	175,614	4,003,499
187	UTILITY SERVICES	526,189	(924)	500,342	408,514	(383,591)	24,923	525,265
188	CAP. SEWER IMP.-STROTH	580,843	-	603,107	143,164	(165,428)	(22,264)	580,843
189	UTILITIES CAPITAL OUTLAY	3,292,445	(93,924)	3,044,870	209,636	(55,986)	153,650	3,198,520
190	MWC SANITATION DEPARTMENT	2,689,118	-	2,266,302	2,418,667	(1,995,851)	422,816	2,689,118
191	MWC WATER DEPARTMENT	2,640,407	-	2,412,871	2,484,218	(2,256,682)	227,536	2,640,407
192	MWC SEWER DEPARTMENT	893,921	(39)	1,063,871	1,890,656	(2,060,645)	(169,989)	893,882
193	MWC UTILITIES AUTHORITY	943,457	-	936,841	6,617	-	6,617	943,457
194	DOWNTOWN REDEVELOPMENT	2,326,604	(5,045)	2,316,052	16,371	(10,865)	5,506	2,321,559
195	HOTEL/CONFERENCE CENTER	845,274	(561,923)	278,061	1,719,507	(1,714,217)	5,290	283,351
196	HOTEL 4% FF&E	1,314,751	-	819,894	587,356	(92,499)	494,857	1,314,751
197	JOHN CONRAD REGIONAL GOLF	172,048	(43,360)	74,131	417,485	(362,928)	54,557	128,688
201	URBAN RENEWAL AUTHORITY	32,467	-	36,197	234	(3,963)	(3,729)	32,467
202	RISK MANAGEMENT	1,120,845	(37)	1,553,379	292,447	(725,018)	(432,571)	1,120,808
204	WORKERS COMP	2,946,123	-	3,019,327	327,560	(400,764)	(73,204)	2,946,123
220	ANIMALS BEST FRIEND	83,247	-	79,400	7,032	(3,185)	3,847	83,247
225	HOTEL MOTEL FUND	-	-	-	241,162	(241,162)	-	-
230	CUSTOMER DEPOSITS	1,475,739	(1,475,739)	-	10,617	(10,617)	-	-
235	MUNICIPAL COURT	53,713	(53,713)	-	353	(353)	-	-
240	L & H BENEFITS	1,906,410	(54,259)	2,111,500	2,584,616	(2,843,965)	(259,348)	1,852,151
250	CAPITAL IMP REV BOND	15,229,427	(58,748,373)	(44,133,137)	5,090,772	(4,476,582)	614,190	(43,518,946)
269	2002 G.O. STREET BOND	447,454	-	444,318	3,136	-	3,136	447,454
270	2018 ELECTION G.O. BOND	25,032,321	(2,089)	25,642,175	179,583	(791,526)	(611,943)	25,030,232
271	2018 G.O. BONDS PROPRIETARY	10,830,906	-	10,773,118	76,039	(18,252)	57,787	10,830,906
310	DISASTER RELIEF	1,346,154	(146,501)	1,233,976	126,848	(161,172)	(34,323)	1,199,653
340	REVENUE BOND SINKING FUND	-	-	-	1,970,561	(1,970,561)	-	-
350	G. O. DEBT SERVICES	617,503	(37,375)	587,081	10,495	(17,448)	(6,953)	580,128
352	SOONER ROSE TIF	2,396,090	-	6,988,109	145,857	(4,737,877)	(4,592,019)	2,396,090
353	ECONOMIC DEV AUTHORITY	52,422,973	(50,464,283)	1,631,682	424,595	(97,587)	327,008	1,958,690
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	95,567,043	(7,116,973)	88,312,029	2,046,706	(1,908,663)	138,043	88,450,072
425-9020	MWC HOSP AUTH-LOAN RESERVE	3,057,800	(557,800)	2,500,000	20,682	(20,682)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	12,408,459	(12,459)	10,782,311	1,930,786	(317,098)	1,613,688	12,395,999
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	6,637,405	-	6,551,122	582,863	(496,578)	86,285	6,637,407
425-9080	MWC HOSP AUTH GRANTS	482,685	-	-	482,685	-	482,685	482,685
	TOTAL	297,750,205	(120,151,585)	177,783,036	56,227,091	(56,411,504)	(184,413)	177,598,623



**Finance Department**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
cbarron@midwestcity.org  
Office: 405-739-1245  
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Christy Barron, City Treasurer/Finance Director

DATE: December 10, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase. Street & Alley, expenses/Street Department (09) \$12,469. General Fund, expenses/Community Development (05) \$20,000.

The first supplement is needed to budget Amendment #1 – Agreement for Professional Engineering Services with Jacobs Engineering for completion of design costs and signal upgrade project. The second supplement is needed to budget additional funds for City Hall maintenance and repairs.

Christy Barron  
Finance Director

**SUPPLEMENTS**  
**December 10, 2019**

Fund STREET & ALLEY (013)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Street Department			12,469	
		<u>0</u>	<u>0</u>	<u>12,469</u>	<u>0</u>
<b>Explanation:</b>					
To budget Amendment #1 - Agreement for Professional Engineering Servicing with Jacobs Engineering for completion of design costs and signal upgrade project. Funding to come from fund balance.					
Fund General Fund (010)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
05	Community Development			20,000	
		<u>0</u>	<u>0</u>	<u>20,000</u>	<u>0</u>
<b>Explanation:</b>					
To budget additional funds for City Hall building maintenance and repairs. Funding to come from fund balance.					



CITY of MIDWEST CITY  
COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING DIVISION

Billy Harless, Community Development Director  
Brandon Bundy, P.E., City Engineer

ENGINEERING DIVISION  
Brandon Bundy, P.E., City Engineer  
CURRENT PLANNING DIVISION  
Kelly Gilles, Manager  
COMPREHENSIVE PLANNER  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., City Engineer

DATE : December 10<sup>th</sup>, 2019

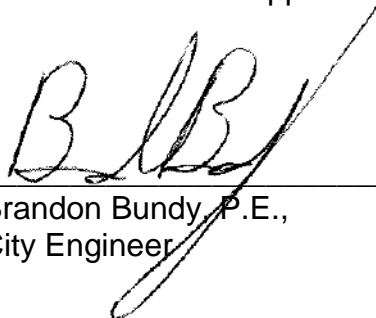
SUBJECT : Discussion and consideration of ratifying, approving and entering into the FY 2019 Unified Planning Work Program (UPWP) contract between the Association of Central Oklahoma Governments and the City of Midwest City.

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ACOG has contacted staff regarding continued subcontracting with the city for traffic count data collection in order to assist in compiling information for the FY 2019 Unified Planning Work Program (UPWP). ACOG utilizes and shares the traffic data collected with other member entities for urban transportation planning activities within the Oklahoma City Area Regional Transportation Study (OCARTS). ACOG will compensate the city 80% (\$4,400.00) of the \$5,500.00 cost of the count data collected from forty vehicular locations as well as pedestrian locations.

The contract will be in effect from July 1st, 2019 through June 30th, 2020. The Engineering Division has performed traffic counting for ACOG under the terms of this and similar contracts since ACOG's FY 1995. Traffic counting is one of the Engineering Divisions normal duties and collecting data for ACOG under the terms of the contract allows Midwest City to collect revenue for that work which it ordinarily does.

Staff recommends approval.



---

Brandon Bundy, P.E.,  
City Engineer

Attachment

CONTRACT

Between

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

and the

CITY OF MIDWEST CITY

I. PARTIES AND PURPOSE

This CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Association of Central Oklahoma Governments (ACOG) and the City of Midwest City (MWC) reaffirms the Metropolitan Transportation Planning process of the Oklahoma City Area Regional Transportation Study (OCARTS). The above cited parties to this CONTRACT will hereinafter be referred to individually as ACOG and MWC respectively or, individually or collectively as the PARTICIPANT and PARTICIPANTS. Frequent reference will be made in this CONTRACT to the Federal Highway Administration, United States Department of Transportation, hereinafter referred to as FHWA.

The intent of this CONTRACT is to provide MWC funding of the Metropolitan Transportation Planning activities within the OCARTS transportation management area (TMA) as identified in the FY 2020 Unified Planning Work Program (UPWP). The purpose of this CONTRACT is to maintain the comprehensive, continuing and cooperative transportation planning process in order to provide the most desirable multi-modal transportation system that is compatible with community goals and at minimum expense.

II. EFFECTIVE DATE

The provisions of this CONTRACT shall become effective on the first day of July 2019, or on the day this Federal-aid project is authorized by FHWA, whichever comes later. This CONTRACT shall be effective until all funding provided under Section V have been expended but in no event shall the term of this CONTRACT be extended beyond June 30, 2020 for expenditure of FHWA Planning (PL) Funds without supplementation as provided by Section XV of this CONTRACT. This

CONTRACT may be terminated earlier upon thirty (30) days written notice by either party as provided for in Section XVI of this CONTRACT.

III. ORGANIZATION

Policy direction, plan selection, and development of programs for plan implementation of the OCARTS Planning Process shall be vested in an Intermodal Transportation Policy Committee (ITPC) whose membership and responsibilities are detailed in the Memorandum of Understanding signed December 18, 2008. The ITPC will send ACOG, the Metropolitan Planning Organization (MPO), transportation plans, policies and implementation programs for review and endorsement.

IV. UNIFIED PLANNING WORK PROGRAM

The specific activities to be conducted and financed during the CONTRACT period are prescribed in the FY 2020 UPWP. The UPWP details the tasks, work responsibilities, costs and funding sources of each activity to be undertaken within the TMA. The product of the UPWP will be a twenty-year comprehensive and multi-modal transportation plan for the OCARTS TMA. Approval of the UPWP by the PARTICIPANTS, the ITPC, and FHWA will constitute acceptance of the UPWP as a part of this CONTRACT, subject to the financing provisions of Section V herein.

V. FINANCING

ACOG presently has funds available, allocated through the FHWA and administered by ODOT, which may be used to facilitate Metropolitan Transportation Planning. Contingent upon the continued availability of such funds, ACOG agrees to participate in the planning effort to be conducted within the TMA boundary as detailed in the UPWP. The PARTICIPANTS agree that the financing of the OCARTS as set forth in this CONTRACT shall not exceed **\$5,500** of which **\$4,400** are FHWA's PL Funds and shall be on the basis of direct and indirect actual auditable costs incurred as a part of this study and the provisions of the Office of Management and Budget Circular A-133. The actual costs shall be limited to the equipment rental, office supplies, printing costs, personnel salaries, legal fees, personnel selection and placement, personnel relocation expenses, office rent and other necessary expenses directly associated with actual work performed under this CONTRACT. Allowable costs will be determined in accordance with the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 Subpart E.

The financing provided by this CONTRACT is for eighty percent (80%) of total actual auditable costs. The remaining twenty percent (20%) of the costs are to be funded by MWC.

VI. DISPUTES RELATED TO FINANCES

In the event of disagreement between the PARTICIPANTS relative to the eligibility of or MWC's financial participation in any work item or items contained in the UPWP, the details of such disagreement shall be forwarded to both the Executive Director of ACOG and the City Manager of MWC who jointly shall make the final determination.

VII. PAYMENT

Payments for services described in the UPWP and this CONTRACT for cooperative funding shall be disbursed by ACOG on the basis of documented monthly billings from MWC showing the total actual costs incurred in conformance with the UPWP. Such billings shall be submitted to ACOG along with a narrative progress report. The billings shall be submitted by the tenth (10th) day after the end of any month in which data for 10 or more traffic count locations have been collected, except for work completed during the month of June as noted below. The billings shall include a list of the traffic counts, billable at the agreed upon rate of \$100/count. If fewer than 10 traffic counts are collected in any given month, the data shall accumulate to a total of 10 or more, and a billing shall be submitted in a later month, accordingly. The final billing, for work completed before or during June 2020, shall be submitted on or before **July 15, 2020**.

VIII. PROGRESS REPORTS

MWC shall provide ACOG progress reports regarding the date and location of the traffic counts, as well as hourly and 24-hour total counts, and date and location of bicycle and pedestrian counts. Such reports shall be submitted along with a billing by the tenth (10th) day after the end of a month for which the billing and report are prepared. The final progress report shall be submitted on or before **July 15, 2020**.

IX. INSPECTION OF WORK

ACOG shall be accorded proper facilities for review and inspection of the work hereunder and shall at all reasonable times have access to the premises, to all reports, books, records, correspondence, instructions, receipts, vouchers, memoranda and any other materials of every description which ACOG considers pertinent to the work hereunder. The PARTICIPANTS will fully inform each other in the event of any review and inspection of work specified hereunder by other than PARTICIPANTS. ACOG shall maintain the responsibility of review and concurrence in all techniques and methodology utilized in this study.

X. RECORDS

MWC shall maintain accounting records and other evidence pertaining to the costs incurred under this CONTRACT. This data will be made available for inspection by ACOG, at all reasonable times at the respective offices during the contract period and for three years after the date of the final payment of Federal funds to ACOG with respect to the study. Copies of such records shall be furnished at cost to ACOG.

XI. OWNERSHIP OF DATA

The ownership of the data collected under this CONTRACT, together with reports, brochures, summaries, and all other materials of every description derived therefrom, shall be vested in the PARTICIPANT having the major funding responsibility for its development, subject to the applicable Federal and State laws and regulations.

XII. INFORMATION AND REPORTS

All information, reports, proposals, brochures, summaries, written conclusions, graphic presentations and similar materials developed by MWC and/or its consultants and financed in whole or in part by ACOG, shall be submitted to ACOG for review and concurrence and shall have the approval of the appropriate study committee prior to its public release, presentation, dissemination, publication, or other distribution. The distribution of such information and reports, whether draft or final and including the UPWP, to any unit of the FHWA shall be made through ACOG only. MWC is a public entity subject to the Oklahoma Open Records Act. To the extent that anything in this paragraph conflicts with the Open Records Act, it shall be void.

XIII. PUBLICATION PROVISIONS

MWC shall be free to copyright material developed under this CONTRACT with the provision that ACOG and FHWA reserve a royalty-free, nonexclusive, and irrevocable License to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes. All reports published under this CONTRACT shall contain a credit reference to the FHWA; such as "prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration."

XIV. TRAVEL

There are no travel or training expenses eligible for reimbursement under this CONTRACT.



XV. AMENDMENTS OR MODIFICATION OF CONTRACT

No changes, revisions, amendments or alterations in the manner, scope or type of work or compensation to be paid by ACOG shall be effective unless reduced to writing and executed by the PARTICIPANTS with the same formalities as are observed in the execution of this CONTRACT.

XVI. TERMINATION OF CONTRACT

This CONTRACT was entered into by the PARTICIPANTS because of their mutual accord that the comprehensive, continuing, and cooperative transportation planning process provided herein was necessary. Either PARTICIPANT may terminate its interest and its obligation under this CONTRACT by giving thirty (30) days notice in writing to the other PARTICIPANT, it being understood that such termination may be adverse to the interests of the other PARTICIPANT. In the event of such termination, MWC shall deliver at cost to ACOG all items mentioned in Sections X and XI of this CONTRACT within thirty (30) calendar days following the effective termination date.

XVII. GOVERNMENTWIDE NONPROCUREMENT SUSPENSION AND DEBARMENT

In order to protect the public interest, the "Federal-aid Eligibility Certification" (Exhibit A) shall be signed by the City Clerk of MWC as to current history regarding suspension, debarment, ineligibility, voluntary exclusion, criminal convictions, or civil judgements involving fraud or official misconduct of himself/herself and any person associated in the administration and management of this federally funded project.

XVIII. USE OF CONSULTANTS

Under the terms of this CONTRACT, MWC may engage qualified consultants to perform certain duties on their behalf. All contracts with other parties for services within the scope of the Transportation Planning Process shall be justified, in writing, by MWC and are subject to prior written approval by ACOG. Contracts for work to be done, must, as a minimum, meet the requirements of law relative to non-collusion and the provisions of 49 CFR Part 18. U.S. Department of Transportation regulations (49 CFR Part 29) require that ACOG shall insure that MWC insert in each subcontract the provisions required by "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Exhibit B) and further shall require its inclusion in any covered transaction MWC may make. All contracts and discussions between ACOG and consultants retained by MWC must be initiated through MWC.

XIX. RESPONSIBILITY FOR CLAIMS AND LIABILITY

MWC and/or its consultants shall hold harmless ACOG, ODOT, and FHWA from all suits, actions, or claims brought on account of any injuries or damages sustained by any person or property in consequence of any negligent acts or misconduct by MWC and/or its consultants or the negligent acts or misconduct of their subcontractors, agents, or employees arising from this CONTRACT or on account of any claims or amount recovered for an infringement of patent, trademark, or copyright, or from any claim or amounts arising or recovered under the Workers' Compensation Laws or any other laws. MWC and/or its consultants shall not be released from such responsibility until all claims have been settled and suitable evidence to the effect furnished ACOG.

XX. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

MWC and ACOG agree that all operations under the terms of this CONTRACT will be in compliance with the applicable requirements of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964. In furtherance of requirements of Title 49, the following clauses and the "Nondiscrimination of Employees" (Exhibit C) are made a part of this contract.

The term contractor or consultant shall mean MWC and/or its consultants.

- (1) Compliance with Regulations: The contractor will comply with the Regulations of the US Department of Transportation relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this

contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ACOG or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ACOG or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, ACOG shall impose such contract sanctions as it or the FHWA may determine to be appropriate including, but not limited to:
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as ACOG or the FHWA 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 supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States Attorney to enter into such litigation to protect the interests of the United States.

## XXI. COMPLIANCE WITH MINORITY BUSINESS ENTERPRISE ACT

MWC and ACOG agree to adhere to the requirements that are specified in Sec. 23. 43, (General Requirements for Recipients) of 49 CFR 23 "Participation by Minority Business Enterprise in Department of Transportation Programs." A copy of the "Disadvantaged Business/Women's Business Enterprises" (Exhibit D) is attached hereto and becomes part of this CONTRACT.

XXII. COMPLIANCE WITH CERTIFICATION REGARDING LOBBYING

MWC agrees to adhere to Section 1352, Title 31, U.S. Code which in part prohibits the use of Federal appropriated funds by the PARTICIPANT(S) for influencing the making or modification of any Federal contract, grant, loan or cooperative agreement. A signed copy of the "Certification for Federal-Aid Contracts" (Exhibit E) regarding lobbying is attached hereto and becomes part of this CONTRACT.

XXIII. COVENANTS AGAINST CONTINGENT FEES

MWC warrants that it has not employed or retained any company or person specifically to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty ACOG shall have the right to annul this CONTRACT without liability, or at its discretion, to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

XXIV. PRIOR UNDERSTANDING

This CONTRACT incorporates and reduces to writing all prior understanding, promises, agreements, commitments, covenants or conditions, and constitutes the full and complete understanding and contractual relationship of the PARTICIPANTS.

XXV. GOVERNING RULES AND REGULATIONS

MWC and its subcontractors shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this CONTRACT including workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, MWC shall furnish ACOG with satisfactory proof of its compliance therewith.

XXVI. GOVERNING LAW AND REGULATIONS

This CONTRACT shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulation, policies and procedures of the Oklahoma Transportation Commission.

XXVII. HEADINGS

Article headings used in this CONTRACT are inserted for convenience of reference only and shall not be deemed a part of this CONTRACT for any purpose.

XXVIII. BINDING EFFECT

This CONTRACT shall be binding upon and inure to the benefit of ACOG and MWC and shall be binding upon their successors and subject to the limitation of Oklahoma Law.

XXIX. NOTICES

All demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the CONTRACT shall be in writing and shall be deemed to have been properly given or sent:

- (1) if intended for ACOG, by electronic transmission, mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to ACOG at:

Association of Central Oklahoma Governments  
4205 N. Lincoln Blvd.  
Oklahoma City, OK 73105

- (2) if intended for MIDWEST CITY, by electronic transmission, mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to MIDWEST CITY at:

The City of Midwest City  
Attention: Traffic Engineer  
100 N Midwest Boulevard  
Midwest City, OK 73110

XXX. SEVERABILITY

If any provision, clause or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this contract which is not affected by the determination. The provisions, clauses or paragraphs and any documents incorporated by reference are declared severable and the invalidation of any such provision, clause, paragraph or document incorporated by reference shall not affect the remaining provisions, clauses, paragraphs and documents incorporated by reference which shall continue to be binding and of full legal efficacy.

EXECUTION OF CONTRACT

IN WITNESS WHEREOF, ACOG AND THE CITY OF MIDWEST CITY HAVE EXECUTED THIS CONTRACT AS OF THE DATE FIRST ABOVE WRITTEN.

ATTEST:

ASSOCIATION OF CENTRAL  
OKLAHOMA GOVERNMENTS

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Directors

\_\_\_\_\_  
Pete White, General Counsel

ATTEST:

THE CITY OF MIDWEST CITY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Legal Counsel, City of Midwest City

**EXHIBIT A**

**FEDERAL-AID ELIGIBILITY CERTIFICATION**

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

- (1) That he or she is the fully authorized agent of the Prospective Participant in this project which involves, Federal funding and has full knowledge and authority to make this certification.
- (2) That, neither the Prospective Participant nor any person associated therewith in the capacity of director, officer, manager, auditor or accountant, nor any person in a position involving the administration of federal funds:
  - a. Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
  - b. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; and
  - c. Has a proposed debarment pending; and
  - d. Has been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years, except:

None

(If none so state by entering the word none.)

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Date

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City Clerk, City of Midwest City

## **EXHIBIT B (page 1 of 2)**

### ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

#### **Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospect lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.



## **EXHIBIT B (page 2 of 2)**

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## EXHIBIT C (page 1 of 3)

### NONDISCRIMINATION OF EMPLOYEES

During the performance of this contract, MWC, for itself, its assignees, and successors in interest hereby covenants and agrees as follows:

- (1) MWC and its subcontractors shall provide equal employment opportunities for all qualified persons within the limitations hereinafter set forth, and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap.
- (2) That any subcontract entered into by MWC for performance of any portion of the work covered under this Contract shall incorporate all of the provisions of this Special Provision, "Nondiscrimination of Employees," and the same shall be appended to said subcontract and incorporated therein by reference.
- (3) MWC shall refrain from "discriminatory practices," as hereinafter defined. It is a discriminatory practice for MWC to:
  - (a) Fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions, privileges or responsibilities or employment, because of race, color, religion, sex, national origin, age or handicap; or
  - (b) To limit, segregate or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee, because of race, color, religion, sex, national origin, age or handicap; or
  - (c) Discriminate against an individual because of race, color, religion, sex, national origin, age or handicap, in admission to, or employment in, any program established to provide apprenticeship, on-the-job training or retraining; or
  - (d) Publish or cause to be printed or published any notice or advertisement relating to employment by MWC indicating a preference, limitation, specification, or discrimination, based on race, color, religion, sex, national origin, age or handicap, except where such preference, limitation, specification or discrimination based on religion, sex or national origin is a bona fide occupational qualification for employment; or

**EXHIBIT C (page 2 of 3)**

- (e) Retaliate or discriminate against a person because said person has opposed a discriminatory practice, or because said person has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under Chapter 21, Title 25, Oklahoma Statutes, 1991; or
  - (f) Aid, abet, incite or coerce a person to engage in a discriminatory practice; or
  - (g) Willfully interfere with the performance of a duty or the exercise of a power by the Oklahoma Human Rights Commission or one of its members or representatives; or
  - (h) Willfully obstruct or prevent a person from complying with the provisions of Chapter 21, Title 25, Oklahoma Statutes, 1991; or
  - (i) Attempt to commit, directly or indirectly, a discriminatory practice, as defined herein and as defined in Chapter 21, Title 25, Oklahoma Statutes, 1991.
- (4) MWC further agrees to refrain from discrimination by reason of race, color, religion, sex, national origin, age or handicap, against any persons, firm or corporation furnishing independent contract labor or materials to MWC in the performance of this Contract.
- (5) Sanctions for Noncompliance - In the event MWC violates or refuses to abide by any of the provisions herein set forth, ACOG reserves the right and option to:
- (a) Withhold payments to MWC until MWC furnishes satisfactory evidence of compliance and correction of all violations; or
  - (b) Cancel, terminate or suspend the Contract, in whole or in part, without further liability to ACOG other than payment for work performed up to the effective date of cancellation or termination of the contract.
  - (c) All violations which are not corrected by MWC within such time as is specified by ACOG in its notice of violation, shall be reported to the Oklahoma Human Rights Commission for such further proceedings as said Commission deems reasonable and necessary.
- (6) Immediately upon notification of Contract award, MWC shall submit to ACOG's Internal Equal Employment Officer a list by number, percentage, and position, including the identifying minority group employees who will be actively engaged in the Contract performance.

**EXHIBIT C (page 3 of 3)**

- (7) MWC hereby agrees to be bound by and subject itself to the provisions of Title 29, Code of Federal Regulations, Parts 1601-1605, inclusive, insofar as the same have been adopted by the Oklahoma Human Rights Commission for governing procedural matters concerning the administrative operations, functions, duties and responsibilities of said Commission.
  
- (8) MWC further agrees to be bound by and be subject to any and all laws, statutes, or regulations of administrative agencies of the State of Oklahoma, pertaining to employment practices in contracts being funded either in whole or in part with funds of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma pertaining to equal employment opportunity and nondiscrimination requirements in such contracts and public projects being so funded.

**EXHIBIT D (page 1 of 2)**

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS/WOMEN'S BUSINESS ENTERPRISES

POLICY STATEMENT

It is the policy of the Oklahoma Department of Transportation to ensure that Disadvantaged Business/Women's Enterprises (DBE/WBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this CONTRACT. Consequently, the DBE/WBE (formerly MBE) requirements of 49 CFR Part 23 apply to this CONTRACT.

The Oklahoma Department of Transportation or its Consultants which are recipients of Federal-aid funds agree to ensure that disadvantaged business/women's enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this CONTRACT. In this regard, the Oklahoma Department of Transportation, ACOG, MWC, and Consultants shall take all necessary and reasonable steps in accordance with 40 CFR Part 23 to ensure that disadvantaged business/women's business enterprises have the maximum opportunity to compete for and perform contracts. The Oklahoma Department of Transportation, ACOG, MWC, and Consultants shall not discriminate on the basis of race, color, national origin, religion, or sex in the award and performance of Oklahoma Department of Transportation assisted contracts.

Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the Oklahoma Department of Transportation, may result in termination of the contract by the recipient or other such remedy as the recipient deems appropriate.

**EXHIBIT D (page 2 of 2)**

OKLAHOMA DEPARTMENT OF TRANSPORTATION

CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S

BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

- (1) It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, and services. Affirmative steps shall include the following:
  - (a) Including qualified small and minority business on solicitation lists.
  - (b) Assuring that small and minority businesses are solicited whenever they are potential sources.
  - (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
  - (d) Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.
  - (e) Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
  - (f) If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in (a) through (e) above.
- (2) Grantees shall take similar appropriate affirmative action in support of women's business enterprises.
- (3) Grantees are encouraged to procure goods and services from labor surplus areas.
- (4) Grantor agencies may impose additional regulations and requirements in the foregoing areas only to the extent specifically mandated by statute or presidential direction.

**EXHIBIT E**

CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards in excess of \$100,000, at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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Date

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City Clerk, City of Midwest City

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Mike Bower, Emergency Management Manager

DATE: December 10, 2019

SUBJECT: Discussion and consideration of accepting a State and Local Assistance Performance Grant from and entering into an Agreement for the Sub-Grant of Emergency Management Performance Grant Program Funds with The State of Oklahoma Department of Emergency Management (OEM) in the amount of \$20,000 effective October 1, 2019 to encourage the development of comprehensive disaster preparedness and assistance plans, programs, capabilities, and organizations by Tribal, State and Political Subdivisions.

This sub-grant will provide the basis for dealing effectively with disasters and emergencies. Payments to the local jurisdiction will be made on a quarterly basis according to the schedule provided in this performance grant.

This award is designed to assist our community in meeting the cost of our emergency management program. Future grant eligibility is contingent upon completion of the scope of work contained in the attached performance grant agreement.

Staff recommends approval.



MIKE BOWER  
Emergency Management Manager

Attachment: Proposed Performance Grant Agreement



# **FY 2020 Emergency Management Performance Grant**

## **Contractual Agreement**

This agreement is entered into by and between the State of Oklahoma Department of Emergency Management, and, **The City of Midwest City** , hereinafter referred to as the “Subrecipient”. The Oklahoma Department of Emergency Management shall pay the Subrecipient for required works performed under the EMPG application and this contractual agreement the sum of **20,000.00** dollars, **subject to the following terms and conditions:**

### **Article 1. Scope of Work**

Advancing the Whole Community approach reinforces the concept that it is the community’s responsibility to take necessary and appropriate actions to protect people and property from the consequences of local emergencies and disasters. Communities are challenged to develop collective local abilities to withstand the potential impacts of these events, respond quickly, and recover in a way that sustains or improves the community’s overall well-being. Achieving this collective capability calls for innovative approaches across the community. The efforts of the Oklahoma Department of Emergency Management are to assist a local Subrecipient’s Emergency Management with the capabilities to prevent, protect against, respond to and recover from natural disasters, threats of terrorism, and attacks both foreign and domestic. This includes enhancing local Subrecipient’s Emergency Management existing practices, programs, institutions and organizations.

#### **1. Quarterly ALL Hazard, Whole Community Planning Group Meetings**

An All-Hazard, Whole Community Planning group will be formed consisting of all Annexes or Emergency Support Function (ESF) representatives, Tribal representatives, Higher Education representatives and business partners as well as any other persons the

Planning Group deems necessary to promote the “whole community” concept of planning to meet quarterly.

Measurement Methods:

- a. A meeting invitation letter for each meeting to include a mailing list (can be an email copy).
- b. An agenda for each quarterly meeting
- c. Minutes of each quarterly meeting.
- d. Sign-in sheets for each quarterly meeting (dated).

## **2. Emergency Operations Plan**

The Subrecipient must have an Emergency Operations Plan updated annually to participate in the Emergency Management Performance Grant. The All Hazard, Whole Community Planning Group will be directly involved in the quarterly planning and updates of the Subrecipient’s Emergency Operations Plan. The Emergency Operations Plan will be updated according to CPG 101-v.2

Measurement Methods:

- a. The quarterly report submitted to Oklahoma Department of Emergency Management.
- b. Sign-in Sheet from Quarterly Planning Meetings.
- c. An Emergency Operations Plan approval page signed by each of the Annexes or ESF representatives and the Subrecipient’s highest elected official.

## **3. A Hazard Mitigation Plan meeting one of the following criteria.**

The Subrecipient should maintain a FEMA approved Hazard Mitigation Plan (HMP). In the absence of an approved HMP Subrecipient should demonstrate progress towards obtaining an approved plan.

Measurement Methods:

- a. A Hazard Mitigation plan approved by FEMA.

-OR-

- b. A plan and timeline describing how the Subrecipient will produce a FEMA approved plan.

#### **4. A Current List of Training and Exercises**

The current Training and Exercise plans will be a topic of discussion of the All Hazard, Whole Community Planning Group.

Measurement Methods:

- a. A list of the training produced by all Annex or ESF agencies will be submitted to Oklahoma Department of Emergency Management quarterly.
- b. A list of the exercises produced by all Annex or ESF agencies will be submitted to Oklahoma Department of Emergency Management quarterly.

#### **5. Two (2) Exercises of Any Type**

The Subrecipient must conduct two (2) exercises of any type. The types of exercises are Seminars, Workshops, Tabletop, Games, Drills, Functional, and Full-Scale. (You can only count one WebEOC drill as part of the two.) All exercises need to test all or part of the Subrecipient's Emergency Operations Plan. You may also count one Federally Declared Disaster as an exercise.

Measurement Methods:

- a. A copy of the After Action Report-Improvement Plan (AAR-IP) for each exercise must be submitted to the Oklahoma Department of Emergency Management.

#### **6. One (1) Full Scale Exercise**

The Subrecipient must participate in one Full-Scale Exercise.

Measurement Methods:

- a. The AAR-IP for the Subrecipient's part of the exercise must be generated by the Subrecipient and a copy of the AAR-IP must be submitted to Oklahoma Department of Emergency Management.

#### **7. Attendance of the Strategic Regional Planning Workshop**

The Oklahoma Department of Emergency Management Regional Coordinator, in conjunction with local Emergency Managers, will host a Professional Development Workshop. The Emergency Management Director or designee shall attend their Regional Workshop, in its entirety.

Measurement Methods:

- a. A copy of the sign-in sheet or other appropriate documentation shall be submitted to Oklahoma Department of Emergency Management.

#### **8. Attendance of the Annual Oklahoma Emergency Management Conference**

The Emergency Management Director or designee shall attend the Annual Oklahoma Emergency Management Conference, in its entirety.

Measurement Methods:

- a. A copy of the sign-in sheet or other appropriate documentation shall be submitted to Oklahoma Department of Emergency Management.

#### **9. Attendance of two (2) Oklahoma Department of Emergency Management Strategic Regional Planning Meetings**

The Emergency Management Director or designee shall attend the Oklahoma Department of Emergency Management Regional Coordinator's Bi-Annual Quadrant meetings. Measurement Methods:

- a. A copy of the sign-in sheet.

## 10. Current List of Ongoing Whole Community Preparedness Projects

Activities could include, newspaper articles, talks on preparedness to schools and or civic groups, programming weather radios, etc. Remember to include all the Emergency Response Agencies'/Organizations' preparedness efforts in the reports.

### Measurement Methods

- a. Copies of articles, agendas, sign in sheets, pictures, journal of actions taken depending on community preparedness actions taken.

## 11. EMPG Required Online Independent Study (IS) Courses.

All of the Subrecipient's paid emergency management staff are required to complete FEMA IS Courses by September 30<sup>th</sup>, 2020. This includes all course listed in Group 1 and either Group 2 (Professional Development) or Group 3 (Basic Academy) courses.

### Group 1

- IS-100 (Any Version)
- IS-200 (Any Version)
- IS-700 (Any Version)
- IS-800 (Any Version)

### Group 2

- IS-120.a **OR** IS-120.b **OR** IS-120.c
- IS-230.d
- IS-235.b **OR** IS-235.c
- IS-240.b
- IS-241.b
- IS-242.b
- IS-244.b

### Group 3

- IS-230.d
- E/L 101
- E/L 102
- E/L 103
- E/L 104
- E/L 105

## Measurement Methods

- a. Each quarter the Subrecipient shall demonstrate progress by submitting FEMA transcript(s) and/or FEMA Course certificates proving the completion of course work until all courses are completed for all paid emergency management staff.

## **Article 2. Funding Guidelines**

EMPG Sub-Grant funds can only be used for the purposes set forth in this contract. **All EMPG Sub-Grant fund expenditures must be accounted for and follow this funding guidance.**

Grant funds may not be used for matching funds for Federal grants, cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings. Additionally, EMPG Sub-Grant funds may not be used to sue the Federal government or any other government entity. It is the Oklahoma Department of Emergency Management's (OEM) intent to supplement (NOT supplant) city, county and tribal Emergency Management program funds. This can only be achieved by the commitment and compliance of EMPG Subrecipients.

### **Authorized Expenditures:**

#### **1. Operations**

FY 2020 EMPG Sub-Grant funds may be used for all hazards local Emergency Management operations activities that may include, but are not limited to:

- a. Staffing including salary and personnel costs
- b. Compensatory time off
- c. Overtime
- d. Day-to-day activities in support of Emergency Management

- e. Associated fringe benefits

## 2. Planning

FY 2020 EMPG Sub-Grant funds may be used for a range of Emergency Management planning activities that may include, but are not limited to:

- a. Community based planning to advance the Whole Community, Security and Emergency Management concept.
- b. Maintaining a current Hazard Mitigation plan inclusive of a Hazard Identification and Risk Assessment (HIRA).
- c. Maintaining current Emergency Operations procedures that conform to the guidelines outlined in CPG 101 v.2.
- d. Developing and/or enhancing comprehensive Emergency Management plans.

## 3. Training

FY 2020 EMPG Sub-Grant funds may be used for a range of Emergency Management related training activities **for the purposes of enhancing local Emergency**

**Management's personnel capabilities.** Training related expenses may include, but are not limited to:

- a. Training development, delivery and/or evaluation
- b. Overtime
- c. Travel
- d. Hiring of full or part-time staff, contractors or consultants
- e. Certification or recertification of Instructors

## 4. Exercise

FY 2020 EMPG Sub-Grant funds may be used for a range of Emergency Management related exercise activities **for the purposes of testing and improving local**

**Subrecipient's Emergency Management Operations plans.** Qualifying exercises are

those conducted within the Subrecipient's jurisdictional boundaries. Exercise related expenses may include, but are not limited to:

- a. Exercise conduct, design, development and evaluation
- b. Hiring full or part-time staff, contractors or consultants
- c. Travel
- d. Supplies

## **5. Equipment**

In accordance with 2 CFR 200.310, 200.313, and 200.316 allowable equipment categories for the FY 2020 EMPG program are listed on the web based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory, regulatory and/or FEMA adopted standards to be eligible for purchase using these funds. Additionally, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. All requests to purchase Small Unmanned Aircraft Systems (SUAS) require preapproval and must comply with Information Bulletin (IB) 426.

### **Unauthorized Expenditures:**

- a. Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g. construction vehicles). The only vehicle costs that are reimbursable are fuel and/or mileage.
- b. Equipment that is purchased for permanent installation and/or use beyond the scope of exercise conduct (e.g. electronic messaging signs).



- c. Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.
- d. Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- e. Expenditures for weapons systems and ammunition.
- f. Costs to support the hiring of sworn safety officers (sworn law enforcement officers).
- g. Activities unrelated to the completion and implementation of the EMPG.
- h. Other items not in accordance with the aforementioned authorized expenses.

### **Article 3. Sub-Grant Administration Requirements**

1. Any tasking the Oklahoma Department of Emergency Management receives from the U.S. Department of Homeland Security, FEMA or any other federal agency that is Emergency Management related and requires the assistance of the Subrecipient shall also be considered as part of the required tasking elements under the EMPG Sub-Grant.
2. If the Subrecipient receives \$750,000 or more in Federal funds in Subrecipients FY 2020, they are responsible for compliance with the provisions of 2 CFR 200.501. The Subrecipient shall submit a copy of their audit letter signed by the auditor to the Oklahoma Department of Emergency Management and/or uploaded into the Federal Audit Clearinghouse.
3. **The FY 2020 EMPG Sub-Grant is a performance based grant.** In an effort to ensure EMPG requirements compliance, each Subrecipients performance shall be monitored. The Subrecipient will be visited a minimum of four (4) times each year by a Regional Coordinator or other representative of the Oklahoma Department of Emergency

Management. The field visits shall be conducted at a mutually agreed date, time and location during each quarter.

4. Within ten (10) days following the end of each quarter the EMPG Subrecipient will submit via OK EMGrants a progress report to Oklahoma Department of Emergency Management. Submitted documentation shall be maintained by the Subrecipient and the Department of Emergency Management for a minimum of three (3) years and shall be compliant with 2 CFR 200.333. In the event the receipt of the progress report is 30 or more days delinquent, it may result in notification of Chief Elected Official. If the reporting for two (2) quarters is simultaneously delinquent or incomplete, it can result in Award Reduction, Suspension and/or Debarment.

**\* Please Note**

1<sup>st</sup> Quarter: October 1, 2019 – December 31, 2019

2<sup>nd</sup> Quarter: January 1, 2020 – March 31, 2020

3<sup>rd</sup> Quarter: April 1, 2020 – June 30, 2020

4<sup>th</sup> Quarter: July 1, 2020 – September 30, 2020

**Article 4. Payment Terms**

All payments will be contingent upon the Subrecipient's payment requests and the Oklahoma Department of Emergency Management review of required tasks. Should the Subrecipient meet the EMPG Sub-Grant performance requirements, the following shall occur:

1. Payment in the amount of 25% of the awarded FY 2020 EMPG Sub-Grant will be made by the Oklahoma Department of Emergency Management for the First Quarter, after January 10, 2020. This is contingent upon receipt of the fully executed agreement and request for reimbursement from the Subrecipient. Documentation of the first quarter's

tasks and supporting documentation for expenditures and match requirements are required. Payment will not be made until the terms of the agreement have been met and affirmed by The Oklahoma Department of Emergency Management.

2. Payment in the amount of 25% of the awarded FY 2020 EMPG Sub-Grant will be made for the Second Quarter after April 10, 2020. This is contingent upon receipt of request for reimbursement from the Subrecipient. Documentation of the second quarter's tasks and supporting documentation for expenditures and match requirements are required. Payment will not be made until terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management.
3. Payment in the amount of 25% of the awarded FY 2020 EMPG Sub-Grant will be made for the Third Quarter after July 10, 2020. This is contingent upon receipt of request for reimbursement from the Subrecipient. Documentation of the third quarter's tasks and supporting documentation for expenditures and match requirements are required. Payment will not be made until terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management.
4. Final payment in the amount of 25% of the awarded FY 2020 EMPG Sub-Grant will be made for the fourth quarter after October 10, 2020. This is contingent upon receipt of request for reimbursement from the Subrecipient. Documentation of the fourth quarter's tasks and supporting documentation for expenditures and match requirements are required. Payment will not be made until terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management.

## **Article 5. Amendments**

Any alterations or deviations to this agreement shall be executed only upon written agreement of both parties, and if there is a change to the agreement award for such alteration or deviation, it shall be noted.

## **Article 6. Waiver of Scope of Work Line Items**

Upon completion of a Request for Exception (Appendix 1) and subject to approval by OEM, one (1) waiver relieving the Subrecipient from having to complete a basic scope of work line item (Article 1 Scope of Work 1-10) may be approved.

## **Article 7. Award Reduction**

If the Subrecipient fails to complete or adhere to the financial or performance based Sub-Grant requirements, the award amount is subject to a reduction.

## **Article 8. Suspension of Sub-Grant/Debarment from Future Awards**

If the Subrecipient fails to complete the agreed scope of work they may be barred from participation in the sub-grant program for the following Federal Fiscal Year. Subrecipient will maintain active status in SAM.gov.

## **Article 9. Duration and Closeout**

This agreement shall be in full force and effective on October 1, 2019 for both parties and terminate on September 30, 2020. Either party may cancel this agreement by providing 15 days notice in writing to the other party. OEM may at its discretion extend the term of the closeout of this agreement. If approved, extensions are typically approved for no more than a 30-day period.

## **Article 10. Audit Clause**

In accepting this agreement, the Subrecipient agrees to this audit clause which provides that books, records, documents, accounting procedures, practices, or any other items of the Subrecipient relevant to the agreement are subject to examination by the Federal Emergency Management Agency, the Oklahoma Department of Emergency Management, the State of Oklahoma and the State Auditor and Inspector.

## **Article 11. Non-Collusion**

In accepting this agreement, the Subrecipient acknowledges that they have not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this agreement.

## **Article 12. National Environmental Policy Act (NEPA)**

The Subrecipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environment Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11990) and Environmental Justice (12898). Failure of the Subrecipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipients must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur

during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. The Screening Form is available at: (<https://www.fema.gov/media-library/assets/documents/90195>). For these types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to Oklahoma Department of Emergency Management. Subrecipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

### **Article 13. Authorized Representatives**

The Agency Director of the Oklahoma Department of Emergency Management and the Subrecipient's Director of Emergency Management shall be the authorized representatives to complete work and negotiate changes to this agreement. On a form provided by OEM, the Subrecipient will identify a Director of Emergency Management, an alternate point-of-contact (such as a deputy director), and the Subrecipient's official mailing address. The Director of Emergency Management for the Subrecipient will serve as the official point-of-contact (POC), responsible for reporting on, or responding to inquiries regarding the six (6) phases of emergency management (mitigation, preparedness, response, recovery, prevention, and protection) to include incident reporting.

### **Article 14. Overmatch Funds**

As supported and documented within EMGrants, the Subrecipient may at its discretion allow OEM the use of its Overmatch funds. The Subrecipient agrees to follow Code of Federal Regulations (2

CFR) and the Emergency Management Preparedness Grant Notice of Funding Opportunity (NOFO) guidelines. The jurisdiction further agrees that overmatch funds provided cannot be used to match any other Federal Funds.

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# FY 2020 Emergency Management Performance Grant

## Signature Page

Approved by the Oklahoma Department of Emergency Management

this 18th day of November, 2019:

Name   
**Director, Oklahoma Department of Emergency Management**

I certify The City of Midwest City is budgeting \$20,000.00 (The aforementioned amount must be equal to or exceed the grant dollar amount you are receiving) to match this EMPG Sub-Grant of 20,000.00 dollars. The Subrecipient's matching dollars cannot be federal dollars, dollars from another grant or budgeted dollars used to match any other grant.

Approved by the Governing body of The City of Midwest City, Oklahoma

this \_\_\_\_\_ day of \_\_\_\_\_, 2019:

Name \_\_\_\_\_  
**Chief Elected Official**

# Appendix 1

## Request for Exception to Scope of Work

Pursuant to Article 6 of the Contractual Agreement and subject to the approval of OEM

\_\_\_\_\_ (Subrecipient) requests an exception to Scope of Work item indicated

below:

- Quarterly ALL Hazard, Whole Community Planning Group Meetings
- Emergency Operations Plan
- Hazard Mitigation Plan
- Current List of Training and Exercises
- Two (2) Exercises of Any Type
- One (1) Full Scale Exercise
- Attendance of the Annual Oklahoma Emergency Management Conference
- Attendance of (2) Oklahoma Department of Emergency Management Strategic Regional Planning Meetings
- Current List of Ongoing Whole Community Preparedness Projects

Reason for Exception:

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\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



CITY of MIDWEST CITY  
COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING DIVISION

Billy Harless, Community Development Director  
Brandon Bundy, P.E., City Engineer

ENGINEERING DIVISION  
Brandon Bundy, P.E., City Engineer  
CURRENT PLANNING DIVISION  
Kelly Gilles, Manager  
COMPREHENSIVE PLANNER  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., City Engineer

DATE : December 10<sup>th</sup>, 2019

SUBJECT : Discussion and consideration of approving Amendment No. 1 to the Agreement for Professional Engineering Services with Jacobs Engineering Group, in an amount of \$19,969.00, for the completion of design costs for the signal upgrade project.

---

City Council approved an agreement on August 23<sup>rd</sup>, 2016 with Jacobs Engineering Group in the amount of \$80,500 for the purposes of designing plans for a federally funded signal upgrade project.

The first phase of the signal projects were bid in October of this year with construction expected to start early 2020.

The second phase is expected to be bid in the summer of 2020. This phase includes:

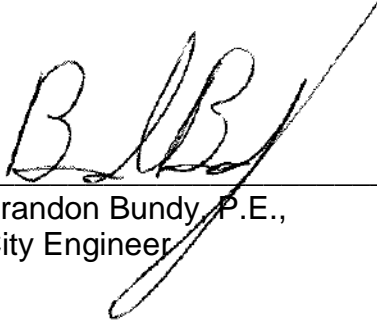
- Upgrades to video detection, pedestrian signals, and ADA ramps at eight intersections:
  - Midwest Boulevard / Steed Drive
  - Midwest Boulevard / General Senter Drive
  - Midwest Boulevard / Reno Avenue
  - SE 15<sup>th</sup> Street / Ballad Drive
  - SE 15<sup>th</sup> Street / Douglas Boulevard
  - Reno Avenue / Bella Vista Drive (Key Boulevard)
  - Reno Avenue / Glenhaven Drive
  - Reno Avenue / Parklawn Drive

The construction funds for both phases of this project are 100% federal funds and the City is responsible for design costs. That work is the basis of the attached Amendment to the 2016 agreement submitted by Jacobs Engineering Group for \$19,969.00.

These costs will be funded out of amounts budgeted for the City's share of these projects from the Street and Alley Fund. A supplement for this fund is also on the 12/10/19 agenda. There is currently a balance of \$7,500 in that project so supplement was only needed for part of the \$19,969.00 amount.

I am available for any additional questions.

Staff recommends approval.

A handwritten signature in black ink, consisting of the letters 'B' and 'B' followed by a long, sweeping flourish that extends upwards and to the right.

---

Brandon Bundy, P.E.,  
City Engineer

Attachment

**AMENDMENT NO. 1**  
**for**  
**PROFESSIONAL SERVICES**  
**between**  
**JACOBS ENGINEERING GROUP INC.**  
**and**  
**THE CITY OF MIDWEST CITY**

**TRAFFIC SAFETY IMPROVEMENT PROJECT**

# **AMENDMENT NO. 1 FOR PROFESSIONAL SERVICES**

## **TABLE OF CONTENTS**

ATTACHMENT “B”	Scope of Services	A1
ATTACHMENT “C”	Compensation	A4

**AMENDMENT NO. 1 FOR  
PROFESSIONAL SERVICES**

**THIS AMENDMENT**, made and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between **JACOBS ENGINEERING GROUP INC.**, with a place of business at 10001 Broadway Extension, Oklahoma City, OK 73114 (hereinafter called “Engineer”) and **THE CITY OF MIDWEST CITY**, with a place of business at 100 N. Midwest Blvd., Midwest City, Ok. 73110 (hereinafter called “Client”), collectively referred to herein as “Parties”, as provided in the original contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to be effective as of the date first above written.

**ENGINEER:**  
**JACOBS ENGINEERING GROUP INC.**

**CLIENT:**  
**CITY OF MIDWEST CITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

# Midwest City Traffic Safety Improvements Project Amendment No. 1

## ATTACHMENT “B” SCOPE OF WORK

This is a request for an Amendment to the Scope of Work to revise engineering services, to prepare plans, specifications and bid packages.

### 1. Task 2: Preliminary Plan Development

#### 1.1 Preparation of 60% Review Plans

The project will be split into two different projects, Project Phase I and Project Phase II. A preliminary engineer’s cost estimate will be provided for both projects with the submittal for review by ODOT and the City, prepared with ODOT’s current *Estimator* catalogs.

### 2. Task 3: Final Plan Development

#### 2.1 Preparation of Final PS&E Plans

The engineer’s cost estimate will be provided for both projects, Project Phase I and Project Phase II for review by ODOT and the City, prepared with ODOT’s current *Estimator* catalogs. Electronic files of the estimate will be provided.

### 3. Task 5: Construction Phase Services

#### 3.1 Assistance during Construction

The City will perform inspection during construction. Jacobs is not expected to perform construction phase services.

### 4. Task 6: Record Drawings

#### 4.1 Preparation of Record Drawings

Following the project’s construction, Jacobs will prepare record drawings for both Project Phase I and Project Phase II based on plan mark ups provided by the City and/or ODOT. The record drawings will be submitted within three weeks (21 calendar days) of receipt of the mark ups.

### 5. Project Deliverables

The following will be submitted to the City, or others as indicated, by Jacobs:



1. Right-of-Way Plan (60%) Submittal: Project Phase I - Eight (8) 11"x17" plan sets will be provided at this stage for ODOT's review. Two (2) 11"x17" plan sets will be provided for the City's review. A combined PDF of the plans and updated preliminary cost estimate will be provided to both ODOT and the City. Plans will be provided for review by nearby utility companies/owners.
2. Right-of-Way Plan (60%) Submittal: Project Phase II - Eight (8) 11"x17" plan sets will be provided at this stage for ODOT's review. Two (2) 11"x17" plan sets will be provided for the City's review. A combined PDF of the plans and updated preliminary cost estimate will be provided to both ODOT and the City. Plans will be provided for review by nearby utility companies/owners.
3. 90% Plan Submittal: Project Phase I - Eight (8) 11"x17" plan sets will be provided at this stage for ODOT's review. Two (2) 11"x17" plan sets will be provided for the City's review. A combined PDF of the plans and revised cost estimate will be provided to both ODOT and the City.
4. 90% Plan Submittal: Project Phase II - Eight (8) 11"x17" plan sets will be provided at this stage for ODOT's review. Two (2) 11"x17" plan sets will be provided for the City's review. A combined PDF of the plans and revised cost estimate will be provided to both ODOT and the City.
5. Final PS&E Plan Submittal: Project Phase I - Eight (8) 11"x17" plan sets will be provided at this stage for ODOT's review. Two (2) 11"x17" plan sets will be provided for the City's review. A combined PDF of the plans, the final cost estimate, and any required special provisions will be provided to both ODOT and the City. DGN files of the final plans and the final Estimator files will be submitted to both ODOT and the City.
6. Final PS&E Plan Submittal: Project Phase II - Eight (8) 11"x17" plan sets will be provided at this stage for ODOT's review. Two (2) 11"x17" plan sets will be provided for the City's review. A combined PDF of the plans, the final cost estimate, and any required special provisions will be provided to both ODOT and the City. DGN files of the final plans and the final Estimator files will be submitted to both ODOT and the City.
7. As-Built Plans:  
Project Phase I - A combined PDF of the as-built plans will be provided to the City.  
Project Phase II - A combined PDF of the as-built plans will be provided to the City.

## **ADDITIONAL SERVICES**

The following items are not included under this agreement and will be considered as extra work as requested by the City:

1. The City have requested from Jacobs to use a GPS pre-emption as an alternate to the regular EPS system
2. The City provided comments which required revisions to submitted final design plan
3. Per the City's request, Jacobs assisted the Local Government Division at ODOT to complete the NEPA process after the development of final design plans

## **ATTACHMENT “C” COMPENSATION**

The CITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual hours used and deliverables provided at the time of billing. (See Exhibit 3 – PROJECT Fee Schedule). Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

### **1. TOTAL COMPENSATION**

#### TASK 2: PRELIMINARY PLAN DEVELOPMENT

For the work under Attachment “B” Task 2, Preliminary Plan Development, a lump sum amount of Five Thousand, Nine Hundred Forty-Four and 00/100 Dollars (\$ 5,944.00 ).

#### TASK 3: FINAL PLAN DEVELOPMENT

For the work under Attachment “B” Task 3, Final Plan Development, a lump sum amount of Seven Thousand, Seven Hundred Thirty-Five and 00/100 Dollars (\$ 7,735.00 ).

#### TASK 5: CONSTRUCTION PHASE SERVICES

Construction Phase Services are not included in the Scope of Services in Attachment “B”. Services of the Engineer requested by the City during the construction phase shall be billed on an hourly plus expenses basis.

#### TASK 6: RECORD DRAWINGS

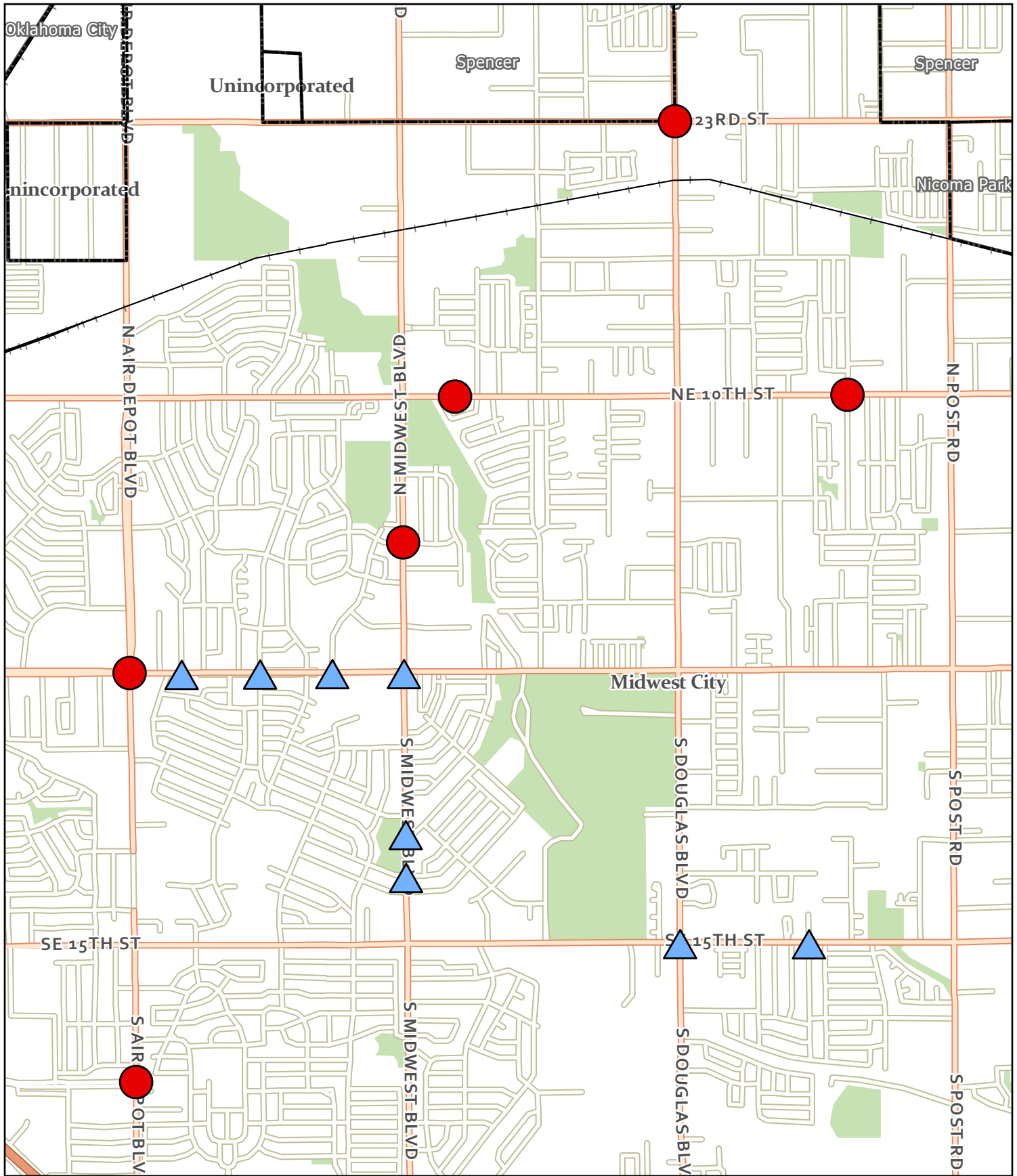
For the work under Attachment “B” Task 6, Record Drawings, a lump sum amount of Two Hundred-Eleven and 00/100 Dollars (\$ 211.00 ).



#### ADDITIONAL SERVICES

For work performed as described in the previous page, a lump sum amount of Six Thousand, Seventy-Nine and 00/100 Dollars (\$ 6,079.00 ).

#### TOTAL FEE:

The total lump sum fee amount Nineteen Thousand, Nine Hundred- Sixty Nine and 00/100 Dollars (\$ 19,969.00).



-  1
-  2



1 in = 2,500 ft  
when printed actual size  
on 8.5"x11" paper

**DISCLAIMER**  
This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.



**City Manager**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1201  
tlyon@midwestcityok.org  
www.midwestcityok.org

***MEMORANDUM***

TO: Honorable Mayor and Council

FROM: Tim Lyon, City Manager

DATE: December 10, 2019

RE: Discussion and Consideration of adopting a resolution authorizing application for financial assistance from the Association of Central Oklahoma Governments' Public Fleet Clean Air Grants Fund.

---

Attached is resolution authorizing application for financial assistance from the Association of Central Oklahoma Governments' Public Fleet Clean Air Grants Fund. The purpose of this grant request is to help fund the purchase of one new CNG fueled refuse collection truck; and an additional compressor with extra storage vessel capacity for the City of Midwest City CNG fueling station. The CNG truck will be used daily on the City's refuse collection routes and will replace a diesel-fueled truck. The additional compressor and storage vessels, in tandem with the existing compressor and storage, will provide approximately double our current CNG fuel delivery capacity.

If you have any questions, please give me a call at 739-1201.

Tim L. Lyon, City Manager

**RESOLUTION 2019-\_\_\_\_\_**  
**Resolution Authorizing Application for Financial Assistance from the**  
**Association of Central Oklahoma Governments' Public Fleet Clean Air Grants**  
**Fund**

WHEREAS, the City of Midwest City desires to seek financial assistance through the ACOG Public Fleet Clean Air Grants Fund for the incremental cost of one (1) CNG fueled refuse collection truck and up to 80% of the eligible expenses for an additional compressor and extra storage capacity for the City of Midwest City CNG station; and

WHEREAS, it is in the best interest of the City of Midwest City to expedite the preparation and submission of an application for financial assistance from the ACOG Public Fleet Clean Air Grants Fund in the form of a grant;

NOW THEREFORE BE IT RESOLVED that the Mayor of the City of Midwest City is hereby authorized and directed to sign an application and related documents necessary to file and process a grant application through the ACOG Public Fleet Clean Air Grants Fund on behalf of the City of Midwest City.

PASSED AND APPROVED by the City of Midwest City this \_\_\_\_\_ day of \_\_\_\_\_  
December \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Matthew D. Dukes, II Mayor

ATTEST:

\_\_\_\_\_  
Sara Hancock, City Clerk

## SECTION 10 - ASSURANCES & RESOLUTIONS

Please affirm your understanding of the following project conditions by initialing in the spaces provided:	
Initial each shaded block below ↓	
	Private organizations proposing projects must be contracted to a public entity for public services and must have a public sponsor (a local government unit or transit operator).
	In the case of alternative fuel infrastructure projects, the project sponsor or private partner must provide matching dollar funding of a minimum of 20% cost share for eligible expenses.
	This is a reimbursement program. The applicant organization must finance the project until Federal reimbursement funds are available.
<b>I hereby certify that the statements contained within the foregoing Application for ACOG CLEAN AIR Grants for Public Fleets are true and complete to the best of the applicant's knowledge and understanding.</b>	
Name of Applicant Organization City of Midwest City	
Name of Authorized Official Matthew D. Dukes II	Title Mayor
Signature	Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Seal)

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

My Commission number: \_\_\_\_\_



CITY of MIDWEST CITY  
COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING DIVISION

Billy Harless, Community Development Director  
Brandon Bundy, P.E., City Engineer

ENGINEERING DIVISION  
Brandon Bundy, P.E., City Engineer  
CURRENT PLANNING DIVISION  
Kelly Gilles, Manager  
COMPREHENSIVE PLANNER  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

---

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., City Engineer

DATE : December 10<sup>th</sup>, 2019

SUBJECT : Discussion and consideration of the re-appointing Max Wilson and Rick Lewis to the ADA Transition Plan Committee.

---

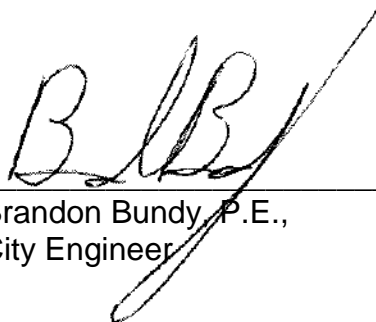
The terms of Max Wilson and Rick Lewis expired on August 10<sup>th</sup>, 2019. Both gentlemen would like to be re-appointed upon the discretion of the Mayor and City Council.

On August 11, 2015, the Midwest City Council voted to accept the Americans with Disabilities Act (ADA) Self Evaluation and Transition Plan and an ADA Transition Plan Committee made up of five people who live and/or work in Midwest City as well as one Planning Commissioner and one City Councilperson. The ADA Transition Plan Committee typically meets every May and November.

Current members are as follows:

Clint Reininger	Expires August 11 <sup>th</sup> , 2020
John Reininger	Expires August 11 <sup>th</sup> , 2020
Earl Foster	Expires August 10 <sup>th</sup> , 2021
Dean Hinton (Planning Commission)	Expires August 10 <sup>th</sup> , 2021
Christine Price Allen (City Council)	Expires August 10 <sup>th</sup> , 2021

Action is at the discretion of Mayor and Council.



---

Brandon Bundy, P.E.,  
City Engineer

Attachment





**Public Works Director**

**R. Paul Streets**

pstreets@midwestcityok.org

8730 S.E. 15<sup>th</sup> Street,

Midwest City, Oklahoma 73110

O: 405-739-1061 /Fax: 405-739-1090

### Memorandum

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: December 10, 2019

Subject: Discussion and consideration of declaring the following equipment from Street Department: (1) Miller Bobcat Welder, (1) Lincoln Electric Welder, (1) FS 90R Stihl Weed Eater, (1) FC 90 Stihl Edger, (1) 1999 Dodge 2500 Pickup, (1) Hustler Z Turn Mower, (1) TS 700 Stihl Quickie Concrete Saw, (1) Troy Bilt Rear Tine Tiller and (1) 1991 IHC International Truck, as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary.

---

The equipment listed has been removed from service. There are no other operational applications available within the City.

Items for surplus:

<u>Description</u>	<u>Serial Number</u>	<u>Equipment Number</u>
Miller Bobcat Welder 225G Plus	KF921981	09-06-12
Lincoln Electric WelderAC225-5	8370-307	12-06-04
FS 90R Stihl Weed Eater	502791683	09-07-129
FC 90 Stihl Edger	297106083	09-07-36
1999 Dodge 2500 Pickup	3B7KC26Z3XM560491	09-02-06
Hustler Z Turn Mower	8070310	09-07-23
TS 700 Stihl Quickie Concrete Saw	166777732	09-09-23
Troy Bilt Rear Tine Tiller	1222111201074	09-07-09
1991 IHC International Truck 1HSGGG3RXMH325895		09-03-18

Staff recommends approval.

R. Paul Streets  
Public Works Director



DISCUSSION ITEMS





**Public Works City Engineer**  
**Patrick Menefee**  
[pmenfee@midwestcityok.org](mailto:pmenfee@midwestcityok.org)  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110  
O: 405-739-1066 /Fax: 405-739-1090

To: Honorable Mayor and Council

From: Patrick Menefee, P.E., City Engineer

Date: December 10th, 2019

Subject: Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Johnson and Associates in the amount of \$50,060.00 for the preparation of plans for the removal, redesign, and reconstruction of the S.E. 15th Street creek crossing located approximately six hundred feet west of the intersection of S.E. 15th Street and Hiwassee Road.

The accompanying proposed agreement is for the engineering design necessary for the removal, redesign, and reconstruction of the S.E. 15th Street creek crossing located approximately six hundred feet west of the intersection of S.E. 15th Street and Hiwassee Road.

Staff recommends entering into the design agreement.

Patrick Menefee, P.E.,

City Engineer

Attachment



1 EAST SHERIDAN, SUITE 200  
OKLAHOMA CITY, OK 73104  
(405) 235-8075  
FAX (405) 235-8078

November 13, 2019

City of Midwest City  
100 N Midwest Boulevard  
Midwest City, OK 73110

Attention: Mr. Patrick Menefee

**RE: Road Crossings, Choctaw Creek Tributary 4: Surveying, Discretionary & Civil Engineering Proposal, 15<sup>th</sup> Street Crossing**

Dear Patrick:

Thank you for this opportunity to submit a proposal to you regarding the abovementioned project. Following is a list of the services we understand to be necessary, along with the associated cost.

**Survey Services:**

General Site Topographic Survey \$ 9,640.00

**Discretionary Services:**

Right-of-Way Research \$ 2,000.00

**Civil Engineering Services (at 6% and based on a \$1,000,000 cost estimate):**

Hydrology and Hydraulics (FEMA Q's and Urbanized Flows) \$ 5,763.00

Preliminary Paving and Storm Sewer Plan with Cost Estimate \$ 9,605.00

Final Plans with Cost Estimate \$13,447.00

Assist with Bidding (as needed) \$ 1,921.00

Provide Construction Administration \$ 5,763.00

As-builts \$ 1,921.00

**Sub-Total \$38,420.00**

In a review of the site on the attached aerial, as well as a visit to the site, it is the opinion of J&A that there will be a need to raise 15<sup>th</sup> Street, due to the shallow diameter of the current structures. A preliminary calculation of the urbanized flow in this Tributary is that there is a flow of 4200 cfs and drainage areas totaling over 600 acres at 15<sup>th</sup> Street. Given the up-size of structures and the street work that will be necessary, this project could approach one million or more.

**Total \$50,060.00**

**Mr. Patrick Menefee**  
**RE: Road Crossings, Choctaw Creek Tributary 4: Proposal**  
**November 13, 2019**  
**Page 2**

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**Additional Services (on an hourly basis; see attached rate chart):**

Construction Staking  
Construction Inspection  
Lot Pinning  
Landscape Plan

Formal authorization to proceed can be accomplished by fully completing the attached Engineering Services Agreement and returning it via mail or courier to Johnson & Associates, Inc. This office will then provide a fully executed copy of the Agreement to you. "Exhibit A" of the Agreement is attached by reference and is on file from a previous project performed for your Company.

Again, we do appreciate this opportunity and look forward to continuing a good working relationship with you. Should you have any questions, comments or wish to discuss any of the above, please do not hesitate to contact me. I look forward to hearing from you soon.

Respectfully Submitted,

Timothy W. Johnson, P.E., President  
**JOHNSON & ASSOCIATES, INC.**

TWJ/rw

Attachments

cc: James Haikin, Survey  
Mike Bolka, Accounting  
Rachel Whitcomb, TJ File  
Proposal File

## ENGINEERING SERVICES AGREEMENT

**THIS AGREEMENT** (the "Agreement") is made and entered into as of the 13th day of November, 2019, by and between **Johnson & Associates, Inc.**, an Oklahoma Professional Corporation, ("Engineer"), and City of Midwest City, a \_\_\_\_\_ ("Client").

1. **Engineer's Name and Address:** **Johnson & Associates, Inc.**  
1 East Sheridan Ave., Suite 200  
Oklahoma City, Oklahoma 73104
  
2. **Client's Name and Address:** City of Midwest City  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Attention: Mr. Patrick Menefee

3. **Scope of Services:** At the request of Client, Engineer shall perform certain Services to the extent agreed upon for a particular Project. With respect to each Project, the parties shall agree in writing upon the terms and conditions required for the performance of the Project and included in and made a part of this Agreement. The terms and conditions established for a Project may be amended upon the mutual written agreement of Authorized Representatives of each party.

4. **Deliverables:** With respect to each Project, Engineer shall deliver the following Deliverables to Client: Plans, Specifications and Calculations as outlined in the

Proposal Letter dated November 13, 2019.

Engineer shall submit each Deliverable to the Client on or before the mutually agreed delivery date. Client shall accept or not accept the Deliverable within seven (7) days following receipt of the Deliverable, or such other time as is mutually agreed, by providing written notice to Engineer. Conformance with specifications as defined for the Project shall solely determine acceptability. Client shall describe the ways in which the Deliverable is unacceptable to Client and the corrections or improvements, which are required by Client. If Deliverable is not accepted by Client, Client will describe in writing any nonconformance with specifications and, if agreed, Engineer will use its best efforts to resubmit the Deliverable to Client within fifteen (15) days or such other time as is mutually accepted.

5. **Project Name:** Road Crossings, Choctaw Creek Tributary 4.

6. **Brief Project Description:** All aspects of Surveying and Civil Engineering and Representation for Construction and Value Engineering as outlined in the Proposal

Letter dated November 13, 2019.

7. **Project Price:** \$50,060.00.

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8. **Project Delivery Schedule:** To be determined.

---

9. **Term of Agreement:** Unless otherwise terminated by the parties hereto in accordance with the provisions of **Exhibit A, Terms and Conditions, Section 6**, the term of this Agreement shall be for a period of One (1) year(s), beginning on the 13th day of November, 2019 and ending on the 13th of November, 2020.

10. **Insurance:** Engineer will carry and maintain throughout the term of this Agreement, in a form subject to the approval of Client, at Engineer's sole expense, general liability insurance adequate to protect both parties from the obligations of Engineer set forth in this Agreement. Such insurance shall be maintained in amounts and with coverage no less than \$1,000,000.00 per occurrence and in the aggregate, including bodily injury, property damage and contractual liability. Certificate of insurance shall be furnished by Engineer to Client at the time of or before the execution of this Agreement at the request of Client. Engineer agrees that such insurance will be the primary source of insurance coverage with respect to any claim or liability relating to this Agreement regardless of any other insurance coverage, which Engineer may procure for its own benefit.

11. **Additional Terms and/or Conditions Governing Project:** Per attached

Proposal Letter dated November 13, 2019.

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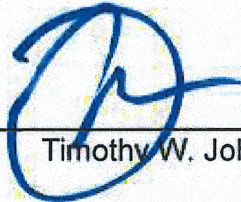
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12. **Remaining Terms:** The remaining terms and conditions of this Agreement are attached hereto as **Exhibit A, Terms and Conditions**, and fully incorporated herein by reference.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

**Engineer:**

***Johnson & Associates, Inc.***,  
an Oklahoma Professional Corporation

By:  \_\_\_\_\_  
Timothy W. Johnson, P.E., President

**Client:**

Company Name: City of Midwest City

a \_\_\_\_\_

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Phone No: ( ) \_\_\_\_\_

Fax No.: ( ) \_\_\_\_\_



Johnson & Associates, Inc.  
Billing Rate(s)  
Effective January 1, 2018

<i>Principal Engineer</i>	<i>\$200.00</i>
<i>Registered Engineer</i>	<i>\$155.00</i>
<i>Non-Registered Engineer</i>	<i>\$115.00</i>
<i>CAD Operator</i>	<i>\$90.00</i>
<i>Engineering Intern</i>	<i>\$75.00</i>
<i>Registered Inspector</i>	<i>\$95.00</i>
<i>Inspector</i>	<i>\$80.00</i>
<i>Survey Crew</i>	<i>\$155.00</i>
<i>Principal Surveyor</i>	<i>\$150.00</i>
<i>Registered Land Surveyor</i>	<i>\$125.00</i>
<i>Survey Coordinator</i>	<i>\$115.00</i>
<i>Survey Technician</i>	<i>\$90.00</i>
<i>Planner</i>	<i>\$100.00</i>
<i>Planning Intern</i>	<i>\$75.00</i>
<i>Administration</i>	<i>\$50.00</i>



City Manager's Office  
Vaughn Sullivan,  
Assistant City Manager  
[vsullivan@midwestcityok.org](mailto:vsullivan@midwestcityok.org)  
100 N. Midwest Blvd,  
Midwest City, Oklahoma 73110  
O: 405-739-1207 /Fax: 405-739-1208

## MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: December 10, 2019

Subject: Discussion and consideration of approving and entering into a contract for architectural and engineering services with PDG, LLC. d.b.a. Heckenkemper Golf Course Design associated with the renovation of John Conrad Regional Golf Course, in an amount not to exceed \$371,000.00.

On June 17, 2019, staff submitted a request for qualifications for architectural and engineering services, in conjunction with the renovation of John Conrad Regional Golf Course, to seven (7) firms specializing in golf course design: Bergin Golf, Chambers Golf Construction, Colton Craig Golf Design, Heckenkemper Golf Course Design, Nicklaus Design, Staples Golf, Tripp Davis and Associates. On July 7, 2019, staff received five (5) responses to the request: Bergin Golf, Heckenkemper Golf Course Design, Nicklaus Design, Staples Golf, Tripp Davis and Associates. An evaluation committee consisting of city staff, golf course staff and ADG Consulting met to discuss the submissions and three (3) of those who responded were invited to make in-person presentations.

Subsequent to written invitations, on August 23, 2019, oral presentations were heard by the selection committee and based on an interview-scoring matrix the committee selected Heckenkemper Golf Course Design. After the selection process was complete, ADG checked all provided references. ADG recommended that staff proceed with contract negotiations.

Staff has successfully negotiated a contract for architectural and engineering services with PDG, LLC. d.b.a. Heckenkemper Golf Course Design in an amount not to exceed \$371,000.00.

Funding is budgeted and available in the Moving Midwest City Forward 2018 G.O. bond account.

Staff recommends approval.

Vaughn K. Sullivan  
Assistant City Manager

Enc. Architectural Scope of Services Contract  
John Conrad Architect Qualifications ADG Memorandum



## Memorandum

**To:** Mr. Vaughn Sullivan, PE, Assistant City Manager  
City of Midwest City

**From:** Melanie Draper, ADG

**ADG Project Name:** City of Midwest City  
2018 Moving Forward Bond Issue

**ADG Project Number:** 18-119

**Date:** 08/29/2019

**Re:** Consultant Selection Process and Recommendations  
John Conrad Golf Course Renovation

---

The following memo has been prepared and forwarded by ADG, PC (ADG) to the City of Midwest City to (1) more fully document the Consultant Selection Process for the John Conrad Golf Course Renovation Project (the Project), and (2) provide the results of this process as recorded by ADG. Based on ADG's prior experience, as well as preceding conversations with City Staff, it is our opinion that the process utilized was in full compliance with current O.S. Title 61 requirements. In summary, the selection process included the following phases:

1. **Request for Qualification (RFQ):** On June 17, 2019, an RFQ was issued to seven (7) individual firms, each of whom, in the opinion of Midwest City Staff and ADG, were qualified to execute the Project. Firms to which the RFQ was submitted included:
  - a. Bergin Golf
  - b. Chambers Golf Construction
  - c. Colton Craig Golf Design
  - d. Heckenkemper Golf Course Design
  - e. Nicklaus Design
  - f. Staples Golf
  - g. Tripp Davis and Associates
  
2. **RFQ Review:** Of the seven (7) firms which received the RFQ, five (5) submitted Qualification Statements back to the City of Midwest City on July 9, 2019 for consideration. Responding firms included:
  - a. Bergin Golf
  - b. Heckenkemper Golf Course Design
  - c. Nicklaus Design
  - d. Staples Golf
  - e. Tripp Davis and Associates

On July 17, 2019 Midwest City Staff and ADG reviewed all responses and selected three (3) firms to interview. This *short-list* included Heckenkemper Golf Course Design, Staples Golf, and Tripp Davis and Associates and was made based on qualifications as well as specific selection criteria identified in the original RFQ. Written notification was made to each responding firm on July 19, 2019 regarding their

inclusion in, or absence from, the final short-list. Firms included in the short-list were advised of Midwest City's intent to establish the order of contract negotiation based on presentations from all short-listed firms. Information regarding the date and time of the consultant presentations, as well as specific selection criteria that each team would be measured against were provided to each short-listed firm via email.

3. **References:** References provided by each of the short-listed firms were contacted regarding their experience with the subject firm. Notes from these conversations were assembled and provided to City of Midwest City Staff for consideration.
4. **Consultant Presentations:** On August 21, 2019 each of the short-listed firms provided a 30-minute presentation to the Selection Committee. This committee included yourself, staff from ADG, Mr. Billy Harless (MWC, Community Development Director), Mr. Larry Denny (MWC, Director of Golf), and Mr. Brian Lowry (MWC, Course Superintendent). Prior to the presentations, ADG prepared a presentation scorecard which aimed at scoring each team based on experience, qualifications, as well as other meaningful selection criteria specified by City of Midwest City Staff. Each member of the Selection Committee scored the presentations independently before the Selection Committee discussed the relative ranking of the three teams which were interviewed.

Based on the preceding process, and the presentation scores associated with each short-listed firm, ADG recommends the order of contract negotiation be as follows:

1. Heckenkemper Golf Course Design
2. Staples Golf
3. Tripp Davis and Associates

Digital copies of all RFQ responses, reference information, and presentation scorecards are currently on file at the Oklahoma City Office of ADG. Please contact us directly should the City of Midwest have need of any of this documentation.

## CONTRACT FOR DESIGN SERVICES

This Contract for Design services for the development and construction of JOHN CONRAD REGIONAL GOLF COURSE RENOVATIONS ("Contract") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Midwest City, a municipal corporation ("City"), and its successors in interest, and PDG, LLC. d.b.a. Heckenkemper Golf Course Design ("Design Consultant").

### WITNESSETH:

#### JOHN CONRAD REGIONAL GOLF COURSE RENOVATIONS ESTIMATED CONSTRUCTION COST - \$3,300,000

**WHEREAS**, the City intends to engage the services of the Design Consultant to construct John Conrad Regional Golf Course Renovations in the City of Midwest City and

**WHEREAS**, the Design Consultant will provide professional services for the project in accordance with this Contract, including the scope of work incorporated herein and as set forth in Exhibit A attached hereto; and

**WHEREAS**, the Design Consultant has been selected under the standards adopted procedures prescribed by The City of Midwest City, and is made a part of this Contract by reference.

**NOW, THEREFORE**, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following:

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:
  - A. *Design Consultant Services* The performance of professional services such as consultations, investigations, reconnaissance, research, planning, design, preparation of construction drawings and specifications, in connection with the arranging of land and the elements thereon for public and private use and enjoyment, and all support items associated with the project as detailed in Exhibit A and in accordance with accepted professional standards.
  - B. *Contract Documents* Those documents required to construct, renovate and/or modernize the project, including but not limited to standard provisions, special provisions, drawings, plans and specifications.
  - C. *City* The officer of the City in charge of engineering, construction and maintenance contracts on public rights-of-way, on public lands and capital improvement projects.
  - D. *Estimated Construction Cost* That amount which has been designated as the maximum amount for the construction cost of the project
2. **Basic Services.** The Design Consultant is hereby engaged and employed by the City to perform

in accordance with good Landscape Architectural practices and in the best interest of the City all of the work as set out herein and including Exhibit A, which is attached hereto and incorporated as a part of this Contract.

3. **No Extra Work.** No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the City unless such work or service is first approved in writing by the City.
4. **Compensation.** The aggregate total compensation for all Design Consultant services under this Contract shall not exceed a total fee of **\$371,000** for Basic Services as specifically set forth in Exhibit B, attached hereto and incorporated herein.
5. **Payments.**
  - A. Payment of claims for incremental work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Design Consultant shall be submitted monthly to the City and shall meet the standards of quality as established under this Contract. The City agrees to pay the Design Consultant, as compensation for such Design Consultant services as listed herein. Professional consultants engaged for the normal structural, electrical or mechanical engineering services shall be billed to the City by the Design Consultant as part of the Design Consultant total compensation.
  - B. The Design Consultant shall present the invoice to the City for compensation and payment. The City will review the invoice and claim voucher for payment. Should the City question or request additional documentation or disapprove all or a portion of any invoice, the Design Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice and claim to be paid, in whole or in part; provided, however, no invoices or claims shall be paid the aggregate of which are in excess of the "not to exceed" amounts or limitations established in Exhibit B.
  - C. Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.
6. **Indemnity.** To the fullest extent permitted by law, the Design Consultant agrees to release, defend, indemnify and save harmless the City and any participating public trust, their officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Design Consultant's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Design Consultant's use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Design Consultant's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Design Consultant shall promptly advise the City and any participating public trust, in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Design Consultant, at its expense, shall assume the defense of the City and any participating trust, with counsel satisfactory to the City and participating trust. This section shall survive the expiration of the Contract. Provided, however, the Design Consultant need not release, defend, indemnify or save harmless the City and any participating public trust, or their officers, agents and employees, from damages or injuries resulting from the negligence of the City and any participating public trust, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.
7. **Insurance.** Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a provision by the insurer(s) to the effect that

the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the City and any participating public trust.

- A. During the term of the Contract, the Design Consultant shall provide, pay for, and maintain with companies satisfactory to the City and any participating public trust, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the state of Oklahoma. All liability policies (except professional liability policies) shall provide that the City and any participating public trust are named additional insureds as to the operations of the Design Consultant under this Contract and shall also provide the following Severability of Interest Provision:

With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Promptly after notice of award of this Contract, the insurance coverage and limits required must be evidenced by properly executed certificates of Insurance. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the City and any participating public trust on a timely basis if requested by the City and any participating public trust. The required policies of insurance shall be performable in Midwest City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

No less than thirty (30) days prior written notice by registered or certified mail shall be given to the City and any participating public trust of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Design Consultant shall immediately notify the City and any participating public trust and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and any participating public trust requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Design Consultant hereby agrees to promptly authorize and have delivered to the City and any participating public trust such statement. The Design Consultant authorizes the City and any participating public trust to confirm all information so furnished as to the Design Consultant's compliance with its bonds and insurance requirements with the Design Consultant's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Design Consultant shall be primary to any insurance or self-insurance program carried by the City and any participating public trust.

- B. No work or occupancy of the premises shall commence at the site unless and until the required certificates of insurance are provided and in effect and the written notice to proceed is issued to the Design Consultant by the City and any participating public trust.
- C. The insurance coverage and limits required of the Design Consultant under this Contract are designed to meet the minimum requirements of the City and any participating public trust. Such coverage and limits are not designed as a recommended insurance program for the Design Consultant. The Design Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Design Consultant have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefor, the Design Consultant should seek professional assistance.

- D. Any deductibles or self-insured retentions or any scheme other than a fully insured program of general liability, automobile liability and/or employer's liability must be declared by the Design Consultant for approval in advance by the City and any participating public trust. At the option of the City and any participating public trust: (1) the Design Consultant shall require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City and any participating public trust; or (2) the Design Consultant shall procure a bond guaranteeing payment of the losses and related investigations, claim administration and defense expenses not otherwise covered by the Design Consultant's insurance because of deductibles or self-insurance retentions; or (3) the Design Consultant shall provide owner's protection liability coverage with the City and any participating trust as the named insureds, for the commercial general liability requirement, in a combined single-limit bodily injury and property damage amount of One Million Dollars (\$1,000,000.00)
- E. The Design Consultant shall provide the City the following insurance:
- (1) Worker's compensation and employer's liability. The Design Consultant shall maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the project, and in case any work is subcontracted, the Design Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Design Consultant. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Design Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.
  - (2) Commercial general liability insurance. The Design Consultant shall maintain during the term of the Contract sufficient commercial general liability insurance to protect the Design Consultant and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the Design Consultant or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the City's maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time and currently are:
    - a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
    - b. All other liability in an amount not less than One Hundred Twenty-Five Thousand Dollars (\$125,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
    - c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.



Note: If commercial general liability coverage is written in a "claims-made" form, the Design Consultant shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.

- (3) Automobile liability insurance shall be maintained by the Design Consultant as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	\$125,000.00	Limit each person
	\$1,000,000.00	Limit each accident
Property damage liability	\$25,000.00	Limit each accident
	or	
Bodily injury and property damage liability	\$1,000,000.00	Combined single limit each accident

- (4) Valuable paper insurance in an amount not less than fifty percent (50%) of the Design Consultant's total fee to assure the restoration, in the event of their loss or destruction, of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (hereinafter collectively referred to as "documents") obtained or prepared as a part of this Contract and the delivery of said documents to the City and any participating public trust upon the completion, expiration, cancellation or termination of this Contract. The City and any participating public trust are to be named as loss payee for its interest only.

- (5) Professional liability insurance. Before this Contract may become effective, the Design Consultant shall provide the City and any participating public trust with a certificate of insurance evidencing the Design Consultant's coverage under a Professional Liability Insurance Policy in an amount not less than \$1,000,000 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of this project.

Any lapse of insurance coverage is declared a breach of this Contract. The City and any participating public trust may, at its option, suspend this Contract until there is full compliance with this paragraph "Insurance" or terminate this Contract for nonperformance.

8. **Termination for Convenience.** The City may terminate this Contract, in whole or in part, for the City's convenience. The City may terminate by delivery of a notice to the Design Consultant, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, the Design Consultant shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to the City all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete unless the notice directs otherwise.

Upon termination for the convenience by the City, the City shall pay the Design Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not to exceed amounts set in this Contract.

The rights and remedies of the City provided in this paragraph are in addition to any other rights and

remedies provided by law or under this Contract.

Termination herein shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or "Insurance" of this Contract.

9. **Notices.** All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the City:

City of Midwest City  
City Manager's Office  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Attn: Mr. Vaughn Sullivan  
Assistant City Manager  
Phone Number: (405) 739-1202

To the Design Consultant:

PDG, LLC. d.b.a. Heckenkemper Golf Course Design  
5314 South Yale Ave., Suite 510  
Tulsa, Oklahoma 74135  
Attn: Jim Crosby, ASLA, President  
Phone Number: (918) 628-1255

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

10. **Stop Work.** Upon notice to the Design Consultant, the City may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspend any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Contract. In the event the City issues a stop work order to the Design Consultant, the City will provide a copy of such stop work order to the contractor.
11. **Compliance with Laws, Ordinances, Specifications and Regulations.** The Design Consultant shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.
12. **Records and Accounts.** During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the completed project by the City, or until the final resolution of any outstanding disputes between the City and the Design Consultant or the contractor(s) on the project, the Design Consultant shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the City subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract. The Design Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Design Consultant shall permit periodic audits by the City and the City's authorized representative. The periodic audits of the records in support of claims and invoices for the Contract shall be performed at times and

places mutually agreed upon by the City and Design Consultant. Agreement as to the time and place for audits may not be unreasonably withheld.

13. **Reporting to the City.** The Design Consultant shall report to the City on a regular monthly basis and on an as needed basis.
14. **Prohibition Against Collusion.** The Design Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Design Consultant to solicit or secure this Contract. The Design Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Design Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. In addition, the Design Consultant must execute the Anti-collision Affidavit, attached as Exhibit C, prior to the effective date of this Contract.
15. **Sub-consultant, Subcontractor or Employee Conflict of Interest.** Any work performed by the Design Consultant's employees, sub-consultants or subcontractors on this project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential bidder to do any project-related work for the bidder which may in any way be (or construed to be) a conflict of interest. It is the responsibility of the Design Consultant to require all employees, sub-consultants, or subcontractors engaged by the Design Consultant of any business relationship (formal or otherwise) which may pertain directly or indirectly to this project and/or which may in any way be (or construed to be) a conflict of interest. The Design Consultant will subsequently notify the City of any such business relationship and/or conflict of interest. Any conflict of interest discovered by the City may be cause for rejection of the bid in question and/or cancellation of the Design Consultant's contract.
16. **Work Orders.** The Design Consultant shall proceed with the provision of work and/or services for this Contract upon Council approval and receipt of an executed copy of the Contract with a Notice to Proceed.
17. **Ownership of Documents.** All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the City and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Design Consultant. Reuse of said documents by the City shall be at the City's risk and responsibility and not that of the Design Consultant. The parties may use any portions of said documents at their own risk and responsibility. During preparation of design documents, the Design Consultant shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These back up CADD computer files are the property of the Design Consultant.
18. **References Not Incorporated.** The use of language or definitions from the Federal Acquisition Regulations, the ("FAR"), the American Institute of Architects ("AIA"), the American Society of Landscape Architects ("ASLA") or any other publication, is not intended to adopt by reference or otherwise any or all of the language, definitions, regulations or publications or any interpretation.
19. **Standard of Care.** In providing the work and services herein, the Design Consultant shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Design Consultant agrees to require all of its consultants, by the terms of its consultants' contracts, to provide services at the same standard of reasonable care, skill, diligence and professional competence required of the Design Consultant.

20. **Estimated Construction Cost.** If the lowest and best bid proposed in response to a timely solicitation of bids for construction of the project, in accordance with the bidding documents provided by the Design Consultant, exceeds the estimated construction cost or funds available for this project, the Design Consultant, at no increase or additional cost to the City, shall redesign the project and redraft the bidding documents so that the construction bids pursuant to a subsequent solicitation come within the estimated construction cost.
21. **Design Corrections.** The Design Consultant agrees to make any necessary corrections to the designs, drawings, specifications or other documents, work or services furnished, when such documents or services contain any errors, deficiencies or inadequacies caused by the Design Consultant, at no cost to the City. The Design Consultant further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The Design Consultant is not relieved of liability for design errors, deficiencies or inadequacies undiscovered by the City upon its review or inspection, nor is the Design Consultant relieved from liability for the City's lack of review or inspection of said documents.
22. **Notice of Design Limitations.** The Design Consultant will immediately advise the City at any time it believes that the project being designed will exceed, or is likely to exceed, the allocated cost for construction as set forth in this Contract.
23. **Sub-consultants.** The Design Consultant agrees to submit for approval by the City, prior to their engagement, a list of any sub-consultants or subcontractors the Design Consultant intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonably withheld.
24. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the Design Consultant agrees as follows:
- A. The Design Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Design Consultant shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship.
  - B. In the event of the Design Consultant's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the City. The Design Consultant may be declared by the City ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Design Consultant.
  - C. The Design Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract. The Design Consultant shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit D, prior to the effective date of this Contract.
25. **Assignment.** Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Design Consultant to provide professional and personal services to the City, the

parties agree that the Design Consultant may not assign its obligations, rights or interest in this Contract except as set forth in paragraph "Termination for Default" subparagraph B.

26. **Termination for Default.** The City may cancel this Contract in whole or in part, for failure of the Design Consultant to fulfill or promptly fulfill its obligations under this Contract.
- A. After due notice and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.
  - B. If this Contract is terminated by reason of a default of the Design Consultant prior to the completion of this project, regardless of the reason for said termination, the Design Consultant shall immediately assign to the City any contracts and/or agreements relative to this project entered into between the Design Consultant and its subcontractors and sub-consultants, as the City may designate in writing and with the consent of the subcontractors and sub-consultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the City, the City shall only be required to compensate such subcontractors and sub-consultants for compensation accruing to such parties under the terms of their agreements with the Design Consultant from and after the date of such assignment to and acceptance by the City. All sums claimed by such subcontractors or sub-consultants to be due and owing for services performed prior to such assignment and acceptance by the City shall constitute a debt between the Design Consultant and the affected subcontractors or sub-consultants, and the City shall in no way be deemed liable for such sums. The Design Consultant shall include this provision and the City's rights and obligations hereunder in all agreements or contracts entered into with the Design Consultant's subcontractors and sub-consultants.
  - C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph "Indemnity" or "Insurance" of this Contract.
27. **Time Is of the Essence.** Both the City and the Design Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the City to timely object to the time of performance shall not waive any right of the City to object at a later time.
28. **No Damage for Delay.** No payment, compensation or adjustment of any kind (other than an approved extension of time) shall be made to the Design Consultant for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays are avoidable or unavoidable. The Design Consultant agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.
29. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
30. **Claims and Disputes.** The Owner and Design Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by participating in a settlement meeting to obtain a mutual agreement that resolves the claim or dispute.
31. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates

incorporated herein by reference, expresses the entire understanding of the City and the Design Consultant concerning the Contract. Neither the City nor the Design Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.

32. **Amendment.** This Contract may be modified only by a written amendment of subsequent date hereto, approved by the City and the Design Consultant. In the event the Design Consultant's scope of work is increased or changed so as to materially increase the need for Design Consultant services in excess of the not to exceed total compensation, the Design Consultant may seek to amend this Contract.
33. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
34. **Descriptive Headings.** The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
35. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
36. **Survival of Representations.** All representations and covenants of the parties shall survive the expiration of the Contract.
37. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
38. **Venue of Actions.** The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the District Court of Oklahoma County.
39. **Effective Date.** The effective date of this Contract shall be the date of execution of this Contract by the City.

**IN WITNESS WHEREOF**, this Contract was approved and executed by the City of Midwest City this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**ATTEST:**

**THE CITY OF MIDWEST CITY**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**IN WITNESS WHEREOF**, this Contract was executed and approved by the Design Consultant this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**PDG, LLC. d.b.a. HECKENKEMPER  
GOLF COURSE DESIGN**

\_\_\_\_\_  
President

**EXHIBIT A  
SCOPE OF WORK  
JOHN CONRAD REGIONAL GOLF COURSE RENOVATIONS**

**BASIC SERVICES**

**TASK 1            DETAILED SURVEY/BASE MAP DEVELOPMENT**

- (a) Project Area: The survey area for the projects consists of approximately 160 acres including the 18-hole golf course, driving range, clubhouse and parking lot area.
- (b) Prepare a detailed topographical survey for the project areas including all golf course features (tee boxes, cart trails, sand bunkers, putting surfaces, fairways, etc.) and all other substantial features (buildings, curb, sidewalk, paving, fences, grade breaks, signs, power poles, utilities etc.)
- (c) Benchmarks and permanent network control points will be throughout the limits of surveying support to be used for construction and future development.
  - o Calculate existing boundary and meander lines as provided from latest Oklahoma County records and establish or confirm monumentation where required.
  - o Review by Professional Land Surveyor.
  - o Prepare deliverables including the following:
    - a. Network Control Data Sheets (for subsequent use)
    - b. Topographic Survey in CAD format
    - c. Right of Way survey (all property lines, platted parcels, un-platted parcels, section data) in CAD format
    - d. All other materials used during the course of preparing the deliverables (field notes, parcel data, filed Certified Corner References, plats, etc.)
- (d) This task will be billed as a pass-through reimbursable expense. The Design Consultant will provide invoices of work as appropriate.

**TASK 2            PROJECT PROGRAMMING & CONCEPTUAL MASTER PLAN**

- (a) The Design Consultant will conduct work session with the City and Golf Staff for programming.
- (b) The Design Consultant will meet with any other groups or organizations identified by the City as stakeholders to further develop programming opportunities for the facility as a whole.
- (c) Non-traditional golf programming opportunities will be considered in order to promote community inclusivity and to maximize facility usability for recreation of the general public.
- (d) Starting with around the clubhouse area, the Design Consultant will analyze and consider the following factors:
  - o Improved user circulation between the existing parking lot through the clubhouse area to facilitate smooth traffic flow in and out of the site.
  - o ADA accessibility around the clubhouse area and throughout the golf course.
  - o Opportunities to maximize food and beverage sales through effective golfer circulation.



**EXHIBIT A**  
**SCOPE OF WORK**  
**JOHN CONRAD REGIONAL GOLF COURSE RENOVATIONS**  
**PAGE 2**

- (e) Based on information collected during this process from the City and Golf Operations Staff, the Design Consultant will prepare a Conceptual Master Plan for the facility as a whole.
- (f) It is the intent of the Master Plan to comprehensively analyze all aspects of the facility and to effectively act as a foundation to guide all facility improvements. It is the understanding of the City and the Design Consultant some of the analysis and recommendations made in the Master Plan will be above and beyond the estimated construction cost outlined in Basic Services of this contract, and for budgetary reasons may not be included in the scope of work for this project. The Master Plan will consider future phases with different implementation scenarios that together will continue to further the design details of the golf course and enhance overall user experience.
- (g) Additional recommendations targeted in the Conceptual Master Plan will come from the preliminary programming meetings and may differ in the Final Master Plan outside of the scope of work identified in the original RFQ.
- (h) The Design Consultant will prepare and provide to the City a color rendering of the golf course facility delineating all proposed course and facility enhancements for marketing purposes.

**TASK 3            DESIGN DEVELOPMENT**

- (a) Prepare schematic design studies, including review and comment of the project and design development documents. The Design Consultant shall prepare schematic design studies consisting of drawings and other documents illustrating the scale and relationship of project components for approval by the City Engineer. The Design Consultant shall prepare from the approved schematic design studies the design development document/preliminary plans consisting of drawings and other documents to fix and describe the size and character of the project as to structural, mechanical and electrical systems, preliminary site drawing, materials and such other essentials as may be appropriate. The preliminary site drawing shall include a topographical survey of the site, layout of any existing proposed and/or recommended sanitary sewers, water lines, storm sewers, all other underground obstructions, street improvements, site drainage and detention studies as appropriate, any and/or all of which might affect the construction of this project.
- (b) Prepare an approximate estimate of the construction costs of said improvements, extensions and repairs.
- (c) Hold all necessary conferences with the City and all other interested parties.
- (e) Formulate preliminary documents for all identified project requirements based upon discussions with the City during the Master Plan process relative to the proposed level of quality and course difficulty, method of course operation and maintenance, design philosophies and concepts, general budget parameters, area of land to be utilized, and routing guidelines.
- (f) Prepare and submit Design Development Documents and a preliminary construction cost estimate for funded improvements including not limited to:

**EXHIBIT A**  
**SCOPE OF WORK**  
**JOHN CONRAD REGIONAL GOLF COURSE RENOVATIONS**  
**PAGE 3**

1. Redesign of all existing golf course putting surfaces and surrounding green complexes.
  - The existing location of each green will be analyzed for agronomic suitability and architectural merit. Some greens may be relocated from their current location for safety reasons and/or design philosophies that enhances playability and strategic quality.
  - The renovated greens will be designed to be built to the standards set forth by the USGA Recommendations for a Method of Putting Greens Construction or a modified University of California method.
  - Grass type and species selection will be determined with input from the Golf Course Superintendent and Golf Course Operations Staff. This decision will be made in a way that aligns with the Owner's best management practices and desired agronomic conditions throughout the calendar year.
  
2. Redesign of all existing sand bunkers.
  - All existing bunkers will be evaluated for their maintenance functionality and architectural utility within the overall framework of each individual hole.
  - New bunker locations that better align with the game of the modern golfer will also be considered. Input for all redesigned bunkers will come from working with the Golf Course Superintendent and Golf Course Operations staff in order to present a fresh architectural and aesthetic perspective while remaining maintenance friendly.
  - To prevent contamination and reduce washouts, all bunkers will be redesigned with a lining system frequently used in modern golf course construction. Liners including the Better Billy Bunker Method and Capillary Concrete will be among the systems considered. An appropriate sand material will be sourced and tested by an accredited USGA testing facility before being specified for installation inside the bunker cavity at a depth of 4" on bottom and 3" on faces.
  
3. Redesign of the existing driving range and practice area including, but not limited to the following:
  - Expansion of the existing driving range tee square footage.
  - Reconfiguration of the northern driving range boundary for safety considerations.
  - Redesign and/or reconfiguration of the existing practice area in a more suitable location for access, playability and visibility from clubhouse area.
  - Other design considerations include target mounds, target greens, and signs at different yardages on the driving range.
  
4. Redesign of the existing irrigation system
  - The existing irrigation system will be redesigned beginning at the existing points of connection to the City main line along the perimeter of the golf course property.
  - The Design Consultant will work with Irrigation Designer to delineate quantity, type, size and location of sprinkler heads, valves, piping and other related items necessary to adequately irrigate the golf course.
  - Consideration will be given to PVC vs. HDPE irrigation pipe as the

**EXHIBIT A**  
**SCOPE OF WORK**  
**JOHN CONRAD REGIONAL GOLF COURSE RENOVATIONS**  
**PAGE 4**

- construction budget allows, while staying in line with current golf course industry standards.
- The Design Consultant and/or the Irrigation Designer will produce Record Drawings of the irrigation system based on the GPS Mapping data and the Contractor's As-Built field notes recorded during construction. Deliverables provided by the Design Consultant to the City upon completion of the project will include an AutoCAD file and pdf prints at 100-scale for the entire golf course in the same format as the original plans plus either 8 ½ x 11" controller sheets of 11 x 17" golf hole sheets also in PDF format for maintenance staff.
  - Where feasible, the Design Consultant will work to reuse existing irrigation pipe & equipment into the redesigned irrigation system, assuming the existing material is in satisfactory condition per golf course irrigation industry standards.
5. Redesign of the all existing tee boxes
- All existing tee boxes will be evaluated for their maintenance functionality and architectural utility within the overall framework of each individual hole.
  - Design and placement of multiple additional sets of teeing areas for players of all different skill levels will be included.
6. Analysis of all existing golf course fairways
- Minor grading will be considered in areas of fairway that are prone to poor drainage and/or mower scalping.
  - Mowing lines will be evaluated for functionality and strategy. Modifications that enhance playability and/or minimize maintenance requirements will be suggested.
7. Analysis of existing trees & vegetation
- The impact of existing trees on the golf course will be analyzed from playability and agronomic perspectives, as well as for aesthetics and general golf course strategy.
  - Tree removal will be suggested where existing trees interfere with regular play or impede maintaining healthy turfgrass due to root encroachment, air circulation or sun/shade requirements.
  - Possible new tree plantings will be incorporated into the design that potentially frame important views and/or act as a safety barrier between golf holes and the surrounding property.
8. Analysis and/or relocation of the existing golf course cart paths in select locations.
- Existing cart path will be evaluated to ensure it is in functioning condition and in the best suited location for golf cart & maintenance equipment circulation.
- (g) Meet with the City, John Conrad Golf Staff and/or relevant groups to review plans as required.
- (h) Furnish the City three (3) copies of the design development document/preliminary plans and a preliminary construction cost estimate for the funded improvements at no

**EXHIBIT A**  
**SCOPE OF WORK**  
**JOHN CONRAD REGIONAL GOLF COURSE RENOVATIONS**  
**PAGE 5**

cost to the City. The cost of any additional copies of preliminary documents as the City may require will be reimbursed at the net cost thereof. The Design Consultant will incorporate all recommended changes from this review prior to submittal of the 65% review plans and specifications.

- (i) The preliminary plans shall be recommended by the Golf Staff for formal approval by the City.

**TASK 4 CONSTRUCTION DOCUMENT/FINAL PLAN SERVICES**

- (a) Prepare final plans, bid documents, specifications and estimate of costs.
- (b) After approval of the design development document/preliminary report in whole or in part by the City, the Design Consultant shall proceed as directed in writing by the City to prepare detailed plans and specifications, using wherever applicable, City standards, details and specifications for such work. The Design Consultant shall complete said plans and specifications for submission to the City for its approval. All original plans must be reproducible.
  - 1. Scale for plan and profile sheets for preliminary and final plans shall be approved by the City prior to preparation of plans.
  - 2. The Design Consultant shall indicate on final plan and profiles all water lines, sanitary sewer lines, gas lines, oil lines, telephone conduits and all other underground obstructions which might affect the construction of the project
- (c) The Design Consultant will inform the City of all necessary utility upgrades in order to fully operate all systems within the facility. Should it be necessary to extend or relocate public utilities, storm sewer, sanitary sewer, waterlines, or paving, the Design Consultant shall enlist the aid of a Registered Professional Engineer at the City's request to prepare construction documents as may be required for these improvements.
- (d) The Design Consultant shall assemble said plans and specifications for submission to the City for their approval. All original plans must be reproducible.
- (e) Furnish the City three (3) copies of the 65% review plans and a construction cost estimate for the funded improvements at no cost to the City. The cost of any additional copies of 65% review documents as the City may require will be reimbursed at the net cost thereof. The Design Consultant will incorporate all recommended changes from this review prior to submittal of the 90% plans and specifications.
- (f) Meet with the City or its representatives at any time requested for consultation or conference as directed in writing by the City. Prior to submitting Final Plans, the Design Consultant will furnish and submit to the City three (3) copies of all 90% review plans and specifications with updated cost estimate included (at this point bid alternates will be identified to be included in the final cost estimate). The Design Consultant will incorporate all recommended changes from this review prior to submittal of the 100% final plans and specifications.

**EXHIBIT A**  
**SCOPE OF WORK**  
**JOHN CONRAD REGIONAL GOLF COURSE RENOVATIONS**  
**PAGE 6**

- (g) Prior to the submission of contract documents to the City for solicitation of bids, the Design Consultant shall submit plans and specifications required for the granting of all necessary building permits.
- (h) Prepare all necessary plans, studies and applications for submission to City, State and Federal authorities as may be required for the initiation, prosecution, construction and for approval of grants and permits at no additional cost to the City.
- (i) Final design shall include the establishment of permanent horizontal and vertical alignment control points throughout the entire project limits of all storm sewers, sanitary sewers, paving, water and/or appurtenances. The Design Consultant shall provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed construction.
- (j) Upon completion of final plans for formal submittal to the City, the Design Consultant will submit three (3) sets of all final plans and specifications, all necessary forms for construction proposals and advertisements for bids, subject to approval of the City, employing wherever applicable, standard City forms, in completed form.

**TASK 5            BIDDING SERVICES**

- (a) Distribute bidding plan sets electronically to the plan holders.
- (b) Meet with the City or its representatives at any time requested for consultation or conference, as directed in writing by the City. In this connection, the Design Consultant shall hold at least one (1) pre-bid conference with prospective bidders.
- (c) Answer all City and bidder's questions regarding the bidding of the project, and prepare and distribute upon approval by the City, all addendums for the project.
- (d) Prior to bid opening, the Design Consultant shall submit a **sealed** construction cost estimate to the City derived from the Design Consultant's approved final plans and specifications.
- (e) The City will receive the proposals (bids) and the Design Consultant will receive a copy of the proposals from the City. The Design Consultant will review and evaluate the proposals and will make recommendations to the City for an award. The Design Consultant shall assist, review and make recommendations to the City on all construction contract issues.
- (f) If bids are received, all of which exceed the estimated construction cost, the Design Consultant shall revise its plans as directed by the City, pursuant to the paragraph number 21 "Estimated Cost for Construction" of this Contract.

**TASK 6            CONSTRUCTION ADMINISTRATION**

- (a) The Design Consultant shall provide administration of the construction contract during construction and until final payment is made to the contractor. The City will provide on-site inspection on a day-to-day basis as well as all code inspections.

**EXHIBIT A**  
**SCOPE OF WORK**  
**JOHN CONRAD REGIONAL GOLF COURSE RENOVATIONS**  
**PAGE 7**

- (b) Meet with the City or its representatives at any time requested for consultation or conference as directed in writing by the City.
- (c) Assist in coordination of pre-work conferences for the contractor(s), the City and all other interested parties. The City will issue all work orders for the project.
- (d) Establish permanent horizontal and vertical alignment control points throughout the entire project limits from which the construction contractor shall set its control for construction. Provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed construction. All surveys and control points shall be tied to the City's GIS control network and datum. Construction staking is to be performed by the construction contractor. The Design Consultant will periodically review the contractor's construction staking survey field notes and the actual staking to verify line and grade in accordance with the Contract Documents.
- (e) Provide interpretation of the plans and specifications in accordance with the intent of the contract documents. Such interpretations shall be made upon request of the City and its representatives or the contractor, to safeguard the City against defects and deficiencies in the construction. When making such interpretations and decisions, the Design Consultant will endeavor to secure faithful performance by the contractor. The Design Consultant does not guarantee the performance of the contract by the contractor(s), and shall not be responsible for a contractor's failure to carry out the work in accordance with the contract documents. The Design Consultant will remain engaged and involved during the construction process and will determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the contract documents.
- (f) Perform coordination of the work of inspection and laboratories selected by the City for the inspection and testing of construction materials. Receive reports and recommend approval or rejection of the materials based upon reports made by such laboratories or bureaus. The costs of all such tests and inspection by laboratories will be paid by the City.
- (g) Review and recommend approval of testing laboratory claim vouchers.
- (h) Visit the site with qualified Architectural, civil, structural, mechanical, electrical, etc., representatives at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work. This will take place at a scheduled weekly on-site meeting with the City, contractor and the Design Consultant or his consultants. The Design Consultant or his consultants will also make periodic inspections at critical stages of construction that fall outside the standard inspections the city inspector would make. These would include specialty construction items. The Design Consultant will further determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the contract documents. However, the Design Consultant is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work. The Design Consultant will keep the City informed of progress of the work and will endeavor to guard the City against defects and deficiencies of the work. The City will assign a city inspector to the project that will communicate with the Design Consultant as necessary in between scheduled weekly meetings. The City inspector will keep a daily log for workdays and general progress of the project.

**EXHIBIT A**  
**SCOPE OF WORK**  
**JOHN CONRAD REGIONAL GOLF COURSE RENOVATIONS**  
**PAGE 8**

- (i) Review all necessary information for monthly estimates of the quantity of work performed and review the claim vouchers for payments to be made to the contractor(s) during the progress of the work and upon completion of any and all work and report the same to the City.
- (j) Review the contractor's final request for payment and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications.
- (k) Prepare and keep a record of the meeting minutes for the weekly meeting including a summary of work performed by any contractor on this project for the previous work week and distribute to the City and all interested parties a weekly construction observation report. The report shall be distributed by the following weekly construction meeting.
- (l) Except as otherwise provided in this contract, communications with the Design Consultant's consultants will be through the Design Consultant. Communications with the contractor's subcontractors and material suppliers will be through the contractor. Communications with other City contractors will be through the City. The Design Consultant shall be available at all times for the purpose of communication.
- (m) Recommend rejection to the City and/or City Inspector of work that does not conform to the contract documents. At any time during construction, the Design Consultant may be given the authority to require additional inspection or testing of the work by the City.
- (n) Review for conformance with contract documents and approve or take other appropriate action upon the contractor's submittals, such as shop drawings, product data and samples. The Design Consultant's review of submittals will be promptly completed, but no longer than fourteen (14) calendar days from receipt of submittals. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractor as required by the contract documents. The Design Consultant's review of the contractor's submittals will not relieve the contractor of its contractual obligation to the City as required by the contract documents. The Design Consultant's review of the contractor's submittals will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Design Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- (o) The Design Consultant shall reply to contractor's requests for information, prepare clarification drawings, prepare change orders, field orders, amendments, field changes and construction change directives. The Design Consultant may recommend minor changes in the work, not inconsistent with the intent of the contract documents. Such recommended changes shall be made by written order approved by the City and shall be binding upon the contractor.
- (p) Conduct observations and inspections as required to determine the quality of work to be accepted and the date or dates of final completion and acceptance. The Design

**EXHIBIT A**  
**SCOPE OF WORK**  
**JOHN CONRAD REGIONAL GOLF COURSE RENOVATIONS**  
**PAGE 9**

Consultant shall receive and forward to the City all written warranties and any related documents required by the contract documents and assembled by the contractor. The Design Consultant will recommend approval of the contractor's final certificate of payment upon completion of the work and compliance with the requirements of the contract documents.

- (q) Review reports furnished by the City's inspector to evaluate and determine compliance with the contract documents. Significant variations between reported conditions and the contract documents shall be verified by the Design Consultant and resolved with the contractor and the City. The Design Consultant's duty to review reports and initiate remedial action shall not extend to the contractor's construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the work.

**TASK 7 AS-BUILT DRAWINGS**

- (a) Upon termination or completion of this Contract, the Design Consultant shall, at its expense, correct the original drawings [show all as-built changes based on information from the construction contractor] in the actual construction included under this Contract and shall furnish the City, without expense, a digital copy in AutoCAD and PDF formats and the corrected original with date of drawing on each sheet. All changes must be highlighted on the final drawings, showing any and all changes. All written comments or other markings on the drawings must be in black ink (red or other colors are not reproducible and will not be accepted).



**EXHIBIT B  
COMPENSATION  
JOHN CONRAD REGIONAL GOLF COURSE RENOVATIONS**

Under the terms of this Contact, the Design Consultant agrees to perform the work and services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed **\$371,000** for Basic Services as specifically set forth in this Exhibit B.

**B.I. Basic Work and Services**

Compensation for basic services may not exceed **\$371,000**, and in no event may the Design Consultant receive compensation in excess of the amount listed for each task for performance of its basic services.

The Design Consultant may receive up to the following amounts of the amounts for services rendered upon the completion of the following tasks. Partial payments for each task may be invoiced for incremental work completed.

**BASIC SERVICES:**

Task 1 an amount of: \$. 56,000.	Completion and submittal of the final survey/base information for the Project areas.
Task 2 an amount of: \$. 20,000.	Completion and submittal of all programming material, site analysis and final Master Plan.
Task 3 an amount of: \$. 104,000.	Completion and recommendation by the City for approval of the design development for the project.
Task 4 an amount of: \$. 115,000.	Completion and acceptance by the City of the final plans and specifications for the project.
Task 5 an amount of: \$. 13,000.	Award of the construction contract to the successful bidder.
Task 6 an amount of: \$. 60,000.	Upon completion and final acceptance by the City of the completed project. Said amount is to be paid proportionately to the level of completion of the Design Consultant.
Task 7 an amount of: \$. 3,000.	Upon satisfactory completion and acceptance of the as-built drawing.

**EXHIBIT C  
ANTICOLLUSION AFFIDAVIT  
JOHN CONRAD REGIONAL GOLF COURSE RENOVATIONS**

State of Oklahoma )  
County of Oklahoma )       SS.

The undersigned Design Consultant, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the Design Consultant; that the Design Consultant has not, directly or indirectly, entered into any agreement, express or implied, with any other Landscape Architect/engineer(s), having for its object the controlling of the price or amount of the Contract, the limiting of the services of the Landscape Architect/engineers, the parceling or farming out to any Landscape Architect/engineer(s) or other persons, of any part of the Contract or any part of the subject matter of the Contract, or of the profits thereof.

The Design Consultant further states that the Design Consultant has not been a party to any collusion among other persons, firms or contractors in restraint of freedom of competition, by any agreement to Contract at a fixed price or to refrain from competing; or with any city official, city employee or city agent as to the quantity, quality, or price in the prospective Contract, or any other terms of the said prospective Contract; or in any discussions between the Design Consultant or city official, city employee or city agent concerning the exchange or money or other thing of value for special consideration in the letting of a Contract. The Design Consultant states that it has not paid, given or donated or agreed to pay, give or donate to any city official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of this Contract.

Printed name of the Design Consultant: PDG, LLC. d.b.a. Heckenkemper Golf Course Design

Signature of executing individual:

Title: President

5314 South Yale Ave., Suite 510, Tulsa, Oklahoma 74135  
Address of the Design Consultant (Please Print)

(918) 628-1255                   (918) 628-1256  
(A.C.) Tel. Number and FAX Number (if any)

Signed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by

\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

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

**EXHIBIT D**  
**NONDISCRIMINATION CERTIFICATE**  
**JOHN CONRAD REGIONAL GOLF COURSE RENOVATIONS**

State of Oklahoma                    )  
  )        SS.  
County of Oklahoma                 )

In connection with the performance of work under this Contract, the Design Consultant agrees as follows:

- A. The Design Consultant agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). The Design Consultant shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Design Consultant and sub consultants shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Midwest City setting forth the provisions of this section.
- B. In the event of the Design Consultant's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the City. The Design Consultant may be declared, by the City, ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Design Consultant and/or sub-consultants.
- C. The Design Consultant agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above clause and agree to abide by its requirements.

Printed name of the Design Consultant: PDG, LLC d.b.a. Heckenkemper Golf Course Design

Signature of executing individual:

Title: President

5314 South Yale Ave., Suite 510, Tulsa, Oklahoma 74135  
Address of the Design Consultant (Please Print) Zip Code

(918) 628-1255                 (918) 628-1256  
(A.C.) Tel. Number and FAX Number (if any)

Signed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

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



**City of Midwest City Police Department**

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

**MEMORANDUM**

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: December 10, 2019

SUBJECT: Discussion and consideration of an amendment agreement to the professional services contract with Selser Schaefer Architects, Inc, in an amount of \$4,950.

A professional services contract was entered into with Selser Schaefer Architects, Inc. to design the new animal welfare facility located at 2901 N. Woodside Drive. Staff and representatives from the architect group have had ongoing discussions about scope of work concerning landscape architecture design. Originally, the city agreed to complete this phase of work; however, all parties feel it would be in best interest of the project to enter into an amendment agreement.

This amendment agreement outlines the responsibilities of Selser Schaefer Architects in regards to the landscape architecture design and additional services. Cost of the amendment to professional services agreement is \$4,950 and will create the landscape architecture design component of the shelter. Money for the agreement will come from the bond project.

Action is at the discretion of Council.

Staff recommends approval.

Respectfully submitted,

Chief Brandon Clabes  
Midwest City Police Department

Attachment: AIA Document G802 Amendment to the Professional Services Agreement

 **AIA** Document G802™ – 2017**Amendment to the Professional Services Agreement**

**PROJECT:** *(name and address)*  
Midwest City Animal Service Center  
2901 Woodside Drive  
Midwest City, Oklahoma 73110

**AGREEMENT INFORMATION:**  
Date: 28 March 2019

**AMENDMENT INFORMATION:**  
Amendment Number: 001  
Date: 12/4/2019

**OWNER:** *(name and address)*  
City of Midwest City  
100 North Midwest Blvd  
Midwest City, Oklahoma 73110

**ARCHITECT:** *(name and address)*  
Selser Schaefer Architects, Inc.  
2002 East 6<sup>th</sup> Street  
Tulsa, Oklahoma 74104

The Owner and Architect amend the Agreement as follows:

Landscape Architecture Design shall be provided by Architect as an Additional Service as follows:

Architect shall retain Professional Engineering Consultants (PEC) for Landscape Architecture Design services. The phases of services include Design Development Phase, Construction Documents Phase, Procurement Phase, and Construction Phase. Architect shall work with the Owner to refine the conceptual L101 dated 09.06.2019 provided by Midwest City and draft in CAD. Architect shall prepare Drawings and Specifications for bidding and construction, sealed by a Landscape Architect licensed in the State of Oklahoma as follows: A site planting plan and specifications meeting the planting required per city ordinance, as well as additional planting and screening as desired by the Owner. This plan will identify locations, sizes, species, and materials. An irrigation concept plan and irrigation performance specifications for the disturbed areas will be provided to show the intended irrigation coverage and methods to use. Provide bidding assistance including response to Contractor's questions, and preparation of items for inclusion in Addenda. Provide Construction Phase services including answering Contractor's requests for information, review of shop drawings, and perform one (1) visit to the site during construction to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Compensation will be as follows:

Phase 703 – Landscape Architecture Design Services

Fixed Fee \$4,950

Schedule Adjustment:

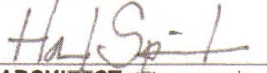
No additional time will be added to the project schedule for this additional work.

**SIGNATURES:**

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

**OWNER** *(Signature)*

Brandon Clabes, Chief of Police  
*(Printed name and title)*

  
**ARCHITECT** *(Signature)*

Hank Spieker, AIA, Partner  
*(Printed name, title, and license number, if required)*

**MAYOR** *(Signature)*

Matthew D. Dukes, Mayor  
*(Printed name and title)*

**CITY ATTORNEY** *(Signature)*

Heather Poole, City Attorney  
*(Printed name and title)*

**CITY CLERK** *(Signature)*

Sara Hancock, City Clerk  
*(Printed name and title)*



NEW BUSINESS/  
PUBLIC DISCUSSION





MIDWEST CITY  
MUNICIPAL AUTHORITY  
AGENDA FOR  
December 10, 2019



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City - Government Facebook page.



The recorded video will be available on YouTube and the City's website within 48 hours: [Bit.ly/youtubemwc](http://Bit.ly/youtubemwc).



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.



To make a special assistance request, call 739-1213 or email [bbundy@midwestcityok.org](mailto:bbundy@midwestcityok.org) no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.



The Trustees will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the second floor conference room for dinner, but no Trustee business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the Trustees and staff.





MIDWEST CITY MUNICIPAL AUTHORITY AGENDA  
City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

December 10, 2019 - 6:03 PM

A. CALL TO ORDER.

B. CONSENT AGENDA.

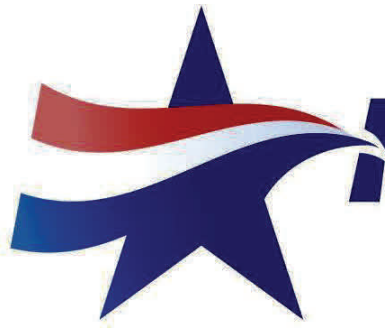
1. Discussion and consideration of approving the minutes of the regular November 26, 2019 meeting, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: FF&E Reserve Fund, revenue/Transfers In (00) \$797,916; expenses/ Hotel/Conf Center (40) \$797,916. Capital Improvements Revenue Bond Fund, expenses/ Transfers Out (00) \$797,916. Storm Water Quality Fund, expenses/Storm Water Quality (061) \$6,700. (Finance - C. Barron)
3. Discussion and consideration of awarding a bid and entering into a contract to refurbish four (4), six (6), and eight (8) Yard Front Load Refuse Containers from Heartland Container Repair LLC. (Public Works - R. Paul Streets)

C. DISCUSSION ITEM.

1. Discussion and consideration of approving Amendment No. 2 to the construction management contract with CMSWillowbrook Inc. for the Sheraton to Delta conversion Model Room Furniture, Fixtures & Equipment in the amount not to exceed \$49,275.51. (City Manager - T. Lyon)

D. NEW BUSINESS/PUBLIC DISCUSSION.

E. ADJOURNMENT.



**MIDWEST CITY**

*Where the Spirit Flies High*

CONSENT AGENDA



A notice for the regular Midwest City Municipal Authority was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

### **Midwest City Municipal Authority Minutes**

November 26, 2019 – 6:01 PM

This meeting was held in the Midwest City Council Chamber in City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:44 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Christine Allen and Jeff Moore with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Sean Reed.

#### **DISCUSSION ITEM.**

1. **Discussion and consideration of approving the minutes of the regular November 12, 2019 meeting, as submitted.** Eads made a motion to approve the minutes, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Reed. Motion carried.
2. **Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending October 31, 2019.** Eads made a motion to accept the report, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Reed. Motion carried.

#### **NEW BUSINESS/PUBLIC DISCUSSION.**

There was no new business or public discussion.

#### **ADJOURNMENT.**

After Staff addressed the Trustees, Chairman Dukes closed the meeting at 7:45 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



**Finance Department**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
cbarron@midwestcity.org  
Office: 405-739-1245  
www.midwestcityok.org

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Christy Barron, Finance Director

DATE: December 10, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: FF&E Reserve Fund, revenue/Transfers In (00) \$797,916; expenses/Hotel/Conf Center (40) \$797,916. Capital Improvements Revenue Bond Fund, expenses/Transfers Out (00) \$797,916. Storm Water Quality Fund, expenses/Storm Water Quality (061) \$6,700.

The first and second supplements are needed to budget contract with CMS Willowbrook for hotel renovations for additional meeting room space and transfer of bond proceeds from Capital Improvements Revenue Bond Fund to FF&E Reserve Fund to fund the purchase. The third supplement is needed to provide additional funding for replacement of the Charles Johnson Building awnings.

Christy Barron  
Finance Director

**SUPPLEMENTS**  
**December 10, 2019**

Fund FF&E RESERVE		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	Transfers In	797,916			
40	Hotel/Conf Center			797,916	
		797,916	0	797,916	0
		797,916	0	797,916	0

**Explanation:**

To budget contract with CMS Willowbrook, Inc. for hotel renovations. Funding to come from transfer in of revenue bond proceeds.

Fund CAPITAL IMPROVEMENTS REV BOND (250)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	Transfers Out			797,916	
		0	0	797,916	0
		0	0	797,916	0

**Explanation:**

To budget transfer out of bond proceeds to FF&E Reserve Fund. Funding to come from fund balance.

Fund Storm Water Quality (061)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
061	Storm Water Quality			6,700	
		0	0	6,700	0
		0	0	6,700	0

**Explanation:**

To budget additional funds for replacement of Charles Johnson Building awnings. Funding to come from fund balance.



**Public Works Director**

**R. Paul Streets**

[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

8730 S.E. 15<sup>th</sup> Street,

Midwest City, Oklahoma 73110

O: 405-739-1066 /Fax: 405-739-1090

## Memo

**To:** Honorable Chairman and Trustees  
Midwest City Municipal Authority

**From:** R. Paul Streets, Public Works Director

**Date:** December 10, 2019

**Subject:** Discussion and consideration of awarding a bid and entering into a contract to refurbish four (4), six (6) and eight (8) Yard Front Load Refuse Containers from Heartland Container Repair LLC.

On Tuesday, November 26, 2019 at 2:00 p.m., bids were opened for refurbished four (4), six (6) and eight (8) yard front load refuse containers. Bids were submitted by Heartland Container Repair LLC and All Day Welding & Fabrication, LLC. Heartland Container Repair LLC submitted the lowest and best bid, and as such, we recommend awarding them the bid for refurbished four (4), six (6), and eight (8) yard front load refuse containers.

Funds are available in the Sanitation Capital Outlay Account.

Staff recommends approval.

**R. Paul Streets**  
**Public Works Director**

RPS/dka

# Invitation for Sealed Bids

## MIDWEST CITY MUNICIPAL AUTHORITY

100 N. MIDWEST BLVD.  
MIDWEST CITY, OKLAHOMA 73110

Write legibly in ink or use typewriter.

Published In  
**The Journal Record**

Dates Advertised  
**November 04, 2019**  
**November 11, 2019**

Bids must be in the Office of the Secretary By:  
Tuesday, November 26, 2019 no later than 2:00 p.m.

**IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.**

Description	4 Yard	6 Yard	8 Yard
Replace Floor w/3 Skid Channels	\$ 125-	\$ 150-	\$ 150-
Replace Plastic Lid	\$ 10-	\$ 10-	\$ 10-
Replace Fork Pockets (Per Pocket)	\$ 50-	\$ 50-	\$ 50-
Repair Fork Pockets (Per Pocket)	\$ 50-	\$ 50-	\$ 50-
Replace Bump Plate	\$ 36-	\$ 36-	\$ 36-
Repair Bump Plate	\$ 36-	\$ 36-	\$ 36-
Replace Hinge Pin & Cotter Keys	\$ P.C.	\$ P.C.	\$ P.C.
Replace Warning Sign	\$ N/C	\$ N/C	\$ N/C
Replace Drain Plug	\$ N/C	\$ N/C	\$ N/C
Replace Drain Coupling	\$ 36-	\$ 36-	\$ 36-
Repair Drain Coupling	\$ 20-	\$ 20-	\$ 20-
Paint Midwest City Green	\$ 35-	\$ 45-	\$ 45-
Replace Plastic Sliding Side Door	\$ 10-	\$ 10-	\$ 10-
Replace Casters	\$ 5.00 EA	\$ 5.00 EA	\$ 5.00 EA
Repair Casters	\$ 5.00 EA	\$ 5.00 EA	\$ 5.00 EA
Replace Lock Bar	\$ 20-	\$ 20-	\$ 20-
Repair Lock Bar	\$ 20-	\$ 20-	\$ 20-

THE MIDWEST CITY MUNICIPAL AUTHORITY IS EXEMPT FROM PAYMENT OF OKLAHOMA SALES TAX AND FEDERAL EXCISE TAX.

I have examined the specifications and agree, provided I am awarded a contract within thirty (30) days from the date fixed for opening bids, to provide the above described items for the sum shown, in accordance with the terms and conditions attached to this sheet as "Agreement By Bidder."

DELIVERY WILL BE MADE IN 30 DAYS OR LESS FROM DATE OF ORDER, DATED THIS 11<sup>th</sup> DAY OF DECEMBER, 2019.

FIRM HEATHERLAND CONTRACT REPAIR LLC BY ROBERT M. DEELY

ADDRESS P.O. Box 331 Fremont, OK 73178 TITLE VP

Accepted by the MIDWEST CITY MUNICIPAL AUTHORITY this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MATTHEW D. DUKES, II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
HEATHER POOLE, City Attorney

**REFURBISHED FRONT LOAD REFUSE CONTAINER  
 BID TAB 11-26-19**

**HEARTLAND CONTAINER REPAIR, LLC**

	<b><u>4 YARD</u></b>	<b><u>6 YARD</u></b>	<b><u>8 YARD</u></b>
Replace Floor w/3 Skid Channels	<b><u>\$125.00</u></b>	<b><u>\$150.00</u></b>	<b><u>\$150.00</u></b>
Replace Plastic Lid	<b><u>\$10.00</u></b>	<b><u>\$10.00</u></b>	<b><u>\$10.00</u></b>
Replace Fork Pockets (Per Pocket)	<b><u>\$50.00</u></b>	<b><u>\$50.00</u></b>	<b><u>\$50.00</u></b>
Repair Fork Pockets (Per Pocket)	<b><u>\$50.00</u></b>	<b><u>\$50.00</u></b>	<b><u>\$50.00</u></b>
Replace Bump Plate	<b><u>\$36.00</u></b>	<b><u>\$36.00</u></b>	<b><u>\$36.00</u></b>
Repair Bump Plate	<b><u>\$36.00</u></b>	<b><u>\$36.00</u></b>	<b><u>\$36.00</u></b>
Replace Hinge Pin & Cotter Keys*	<b><u>*Included with lid replacement</u></b>		
Replace Warning Sign	<b><u>N/C</u></b>	<b><u>N/C</u></b>	<b><u>N/C</u></b>
Replace Drain Plug	<b><u>N/C</u></b>	<b><u>N/C</u></b>	<b><u>N/C</u></b>
Replace Drain Coupling	<b><u>\$36.00</u></b>	<b><u>\$36.00</u></b>	<b><u>\$36.00</u></b>
Repair Drain Coupling	<b><u>\$20.00</u></b>	<b><u>\$20.00</u></b>	<b><u>\$20.00</u></b>
Paint Midwest City Green	<b><u>\$35.00</u></b>	<b><u>\$45.00</u></b>	<b><u>\$45.00</u></b>
Replace Plastic Sliding Side Door	<b><u>\$10.00</u></b>	<b><u>\$10.00</u></b>	<b><u>\$10.00</u></b>
Replace Casters	<b><u>\$5.00</u></b>	<b><u>\$5.00</u></b>	<b><u>\$5.00</u></b>
Repair Casters	<b><u>\$5.00</u></b>	<b><u>\$5.00</u></b>	<b><u>\$5.00</u></b>
Replace Lock Bar	<b><u>\$20.00</u></b>	<b><u>\$20.00</u></b>	<b><u>\$20.00</u></b>
Repair Lock Bar	<b><u>\$20.00</u></b>	<b><u>\$20.00</u></b>	<b><u>\$20.00</u></b>

**ALL DAY WELDING & FABRICATION, LLC**

	<b><u>4 YARD</u></b>	<b><u>6 YARD</u></b>	<b><u>8 YARD</u></b>
Replace Floor w/3 Skid Channels	<b><u>\$225.00</u></b>	<b><u>\$265.00</u></b>	<b><u>\$295.00</u></b>
Replace Plastic Lid	<b><u>\$29.00</u></b>	<b><u>\$34.00</u></b>	<b><u>\$34.00</u></b>
Replace Fork Pockets (Per Pocket)	<b><u>\$20.00</u></b>	<b><u>\$20.00</u></b>	<b><u>\$20.00</u></b>
Repair Fork Pockets (Per Pocket)	<b><u>\$9.00</u></b>	<b><u>\$9.00</u></b>	<b><u>\$9.00</u></b>
Replace Bump Plate	<b><u>\$10.50</u></b>	<b><u>\$10.50</u></b>	<b><u>\$10.50</u></b>
Repair Bump Plate	<b><u>\$7.50</u></b>	<b><u>\$7.50</u></b>	<b><u>\$7.50</u></b>
Replace Hinge Pin & Cotter Keys	<b><u>\$13.00</u></b>	<b><u>\$13.00</u></b>	<b><u>\$13.00</u></b>
Replace Warning Sign	<b><u>\$60.00</u></b>	<b><u>\$60.00</u></b>	<b><u>\$60.00</u></b>
Replace Drain Plug	<b><u>\$10.00</u></b>	<b><u>\$10.00</u></b>	<b><u>\$10.00</u></b>
Replace Drain Coupling	<b><u>\$9.00</u></b>	<b><u>\$9.00</u></b>	<b><u>\$9.00</u></b>
Repair Drain Coupling	<b><u>\$8.00</u></b>	<b><u>\$8.00</u></b>	<b><u>\$8.00</u></b>
Paint Midwest City Green	<b><u>\$150.00</u></b>	<b><u>\$175.00</u></b>	<b><u>\$200.00</u></b>
Replace Plastic Sliding Side Door	<b><u>\$30.00</u></b>	<b><u>\$30.00</u></b>	<b><u>\$30.00</u></b>
Replace Casters	<b><u>\$23.00</u></b>	<b><u>\$23.00</u></b>	<b><u>\$23.00</u></b>
Repair Casters	<b><u>\$23.00</u></b>	<b><u>\$23.00</u></b>	<b><u>\$23.00</u></b>
Replace Lock Bar	<b><u>\$95.00</u></b>	<b><u>\$95.00</u></b>	<b><u>\$95.00</u></b>
Repair Lock Bar	<b><u>\$65.00</u></b>	<b><u>\$65.00</u></b>	<b><u>\$65.00</u></b>





DISCUSSION ITEM





**City Manager**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1201  
tlyon@midwestcityok.org  
www.midwestcityok.org

TO: Honorable Chairman and Trustees of the  
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: December 10, 2019

SUBJECT: Discussion and Consideration approving Amendment No 2 to the construction management contract with CMSWillowbrook Inc. for the Sheraton to Delta conversion Model Room Furniture, Fixtures & Equipment in an amount not to exceed \$49,275.51.

---

On November 12, 2019, City Council approved the original agreement with CMSWillowbrook for the purposes of a Reed Conference Center renovation for the guaranteed maximum price of \$797,916.35. The scope of work is extending on to the Sheraton Hotel property for the Sheraton to Delta conversion project with CMSWillowbrook being the construction management company for both projects.

Amendment no. 2 combines the two projects and authorizes CMSWillowbrook to begin construction of, and purchase FF&E for, the model room construction project for the Sheraton to Delta conversion process, for a Guaranteed maximum price of \$49,275.51.

The first phase of construction for the Sheraton to Delta conversion is a Marriott required model room build-out. Three adjoining rooms on the first floor will be closed and remodeled per Marriott's design standards. The model rooms are for corporate Marriott to inspect, evaluate, recommend changes, and ultimately issue a final approval with a notice to proceed.

The construction funds for this project are budgeted in the Municipal Authority.

Staff recommends approval.

Tim Lyon, City Manager

Attachment (1) AIA Amendment No. 2

# AIA<sup>®</sup> Document A133<sup>™</sup> – 2009 Exhibit A

## **Guaranteed Maximum Price Amendment**

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

December 10, 2019  
Amendment No. 2: Delta Midwest City, Model Rooms FF&E

Reed Center and Hotel Renovation  
Midwest City, Oklahoma

**THE OWNER:**  
(Name, legal status and address)

City of Midwest City  
100 N. Midwest Blvd  
Midwest City, Oklahoma 73110

**THE CONSTRUCTION MANAGER:**  
(Name, legal status and address)

CMSWillowbrook, Inc.  
3108 S. 9<sup>th</sup> Street  
Chickasha, Oklahoma 73018

### **ARTICLE A.1**

#### **§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Forty-nine Thousand, Two Hundred Seventy-five Dollars and Fifty-one Cents (\$ 49,275.51 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.  
(Provide below or reference an attachment.)

See Exhibit A, Attachment No. 1 – Detail of Clarifications, Assumptions, Allowances

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

#### **ADDITIONS AND DELETIONS:**

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

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

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

Init.

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User Notes:

(860313192)

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

N/A

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
N/A	N/A

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Attachment No. 5 – Assumptions and Clarifications

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Specification Book	Project Manual	October 25, 2019	All

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

See Attachment No. 2 – Index of Documents and Drawings

Section	Title	Date	Pages
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§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

See Attachment No. 2 – Index of Documents and Drawings

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

See Attachment No. 3 – Recommendation of Bids  
See Attachment No. 4 – Bid Qualifications

#### ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

May 1, 2020

Init.

OWNER (Signature)

Matt Dukes, Mayor  
(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Cary DeHart, CEO  
(Printed name and title)

OWNER (Signature)

Sara Hancock, City Clerk  
(Printed name and title)

OWNER (Signature)

Heather Poole, City Attorney  
(Printed name and title)

Init.

BID PACKAGE	DESCRIPTION	BASE BID	TOTAL	CONTRACTOR	NOTES
1	Model Room Furnishings	\$ 44,189.24	\$ 44,189.24	Multiple Vendors (see attachment)	#1
				Bid Recommendations	#2
	Subtotal	\$ 44,189.24	\$ 44,189.24		
	CM Contingency	\$ 1,325.68	\$ 1,325.68		
	Bonds	\$ 418.74	\$ 418.74		
	Builders Risk Insurance	\$ 183.73	\$ 183.73		
	General Liability Insurance	\$ 368.94	\$ 368.94		
	Subtotal	\$ 46,486.33	\$ 46,486.33		
	CM Fee	\$ 2,789.18	\$ 2,789.18		
	<b>TOTAL ESTIMATED CONSTRUCTION COST</b>	<b>\$ 49,275.51</b>	<b>\$ 49,275.51</b>	<b>&lt;&lt;&lt;&lt;&lt; GMP</b>	<b>#3</b>
	Pre-Construction Fee (Not included in GMP)	\$ 492.76	\$ 492.76		#4
<b>Note #1:</b> Bid qualifications					
<b>Note #2:</b> The bids have been solicited on the basis of award within 30 days.					
<b>Note #3:</b> This GMP excludes A/E fee, CM Pre-construction fee, Owner Contingency, sales tax, items provided by Owner, any requirements by the Authority Having Jurisdiction that are not specifically depicted or indicated on the Contract Documents, temporary & permanent utility cost during construction start-up, test and occupy the building.					
<b>Note #4:</b> The Preconstruction fee is not included in the GMP; and will be billed separately.					

**Reed Conference Center/Marriott Hotel**  
 Exhibit "A"  
 SUMMARY OF FUNDS AS ISSUED TO CMSWILLOWBROOK  
 (Includes all approved change orders)

	DATE	AMOUNT	EXTENDED AMOUNT
Pre-Construction Fee	11/12/19	\$ 7,979.16	\$ 7,979.16
<b>Amendment No. 1 - 2019 Renovations (Base Bid + Alternate 2)</b>	11/12/19		
GENERAL REQUIREMENTS		\$ 24,539.00	
GENERAL CONDITIONS		\$ 98,261.00	
Bid Package #1 - Demolition - Howard Construction Services LLC		\$ 21,500.00	
Bid Package #2 - Concrete - Discovery Construction Co., Inc		\$ 43,830.00	
Bid Package #3 - Structural Steel (Mat'l & Erection) - ALLOWANCE		\$ 15,000.00	
Bid Package #4 - Rough Carpentry - CMSWillowbrook, Inc.		\$ 9,500.00	
Bid Package #5 - Glass & Glazing - Advantage Glass LLC		\$ 148,585.00	
Bid Package #6 - Framing, Drywall & Ceilings - Wiljo Interiors Inc.		\$ 14,580.00	
Bid Package #7 - Flooring - ALLOWANCE		\$ 20,000.00	
Bid Package #8 - Painting - Advanced Commercial Painting LLC		\$ 7,200.00	
Bid Package #9 - Signage - ALLOWANCE		\$ 500.00	
Bid Package #10 - Operable Partitions - Murray Womble Inc		\$ 17,120.00	
Bid Package #11 - Window Treatments - Russell Interiors Inc		\$ 19,880.00	
Bid Package #12 - Fire Suppression - Mac Systems Inc		\$ 13,930.00	
Bid Package #13 - Mechanical - Nicoma Park Sheet Metal & Air Conditioning Co., Inc.		\$ 83,000.00	
Bid Package #14 - Electrical - Advanced Quality Electric		\$ 113,000.00	
Allowance - Floor Boxes		\$ 15,000.00	
Allowance - MEP		\$ 5,000.00	
Allowance - Misc. Steel		\$ 2,000.00	
Allowance - Roofing & Sealants		\$ 3,000.00	
Allowance - Clean Glass		\$ 2,000.00	
Allowance - Patch/Repair Finishes		\$ 7,500.00	
Allowance - Sod/Landscaping		\$ 4,500.00	
Allowance - Protect Existing		\$ 4,000.00	
Allowance - Wood Trim		\$ 2,500.00	
Allowance - Pocket Doors		\$ 3,500.00	
Allowance - Access Panels		\$ 1,500.00	
Allowance - Testing		\$ 1,000.00	
CM Contingency		\$ 35,096.25	
Bonds		\$ 6,780.60	
Builders Risk Insurance		\$ 2,975.21	
General Liability Insurance		\$ 5,974.22	
CM Fee		\$ 45,165.08	
		\$ 797,916.35	\$ 805,895.51
Pre-Construction Fee	12/10/19	\$ 492.76	\$ 806,388.27
<b>Amendment No. 2 - Marriott Hotel Model Rooms FF&amp;E</b>	12/10/19		
Bid Package #1 - Model Room Furnishings - Multiple Vendors		\$ 44,189.24	
CM Contingency		\$ 1,325.68	
Bonds		\$ 418.74	
Builders Risk Insurance		\$ 183.73	
General Liability Insurance		\$ 368.94	
CM Fee		\$ 2,789.18	
		\$ 49,275.51	\$ 855,663.78

**INDEX OF DOCUMENTS AND DRAWINGS**

**SPECIFICATIONS**, dated October 25, 2019, prepared by FlickMars

END OF SECTION



Recommendation of Bids

Item#	ItemID	ItemDescription	Qty	Unit	Model Rm Cost	Lead Time	ManufID	SourceID
111	CG	Dining Table @ Kitchenette	1	ea	\$ 1,142.00	5 weeks	Motivo	Mark Gist and Associates
112	CG	Coffee Table @ Living Area	1	ea	\$ 585.00	5-6 weeks	Mitchell Gold & Bob Williams	Mitchell Gold & Bob Williams
113	CG	Side Table @ Living Area	1	ea	\$ 710.00	4-6 weeks	D Style	Coalter & Assoc.
114	CG	TV Console @ Living Area	1	ea	\$ 1,699.00	3 weeks	Modloft	
206	SG	Sleeper Sofa @ Living Area	1	ea	\$ 2,296.00		American Leather	Arnett & Associates
207	SG	Lounge Chair @ Living Area	1	ea	\$ 782.00	5-6 weeks	Mitchell Gold & Bob Williams	Mitchell Gold & Bob Williams
208	SG	Dining Chair @ Kitchenette & Dry Vanity	5	ea	\$ 2,416.05	12-14 Weeks	Designform Furnishings	SJ Concepts
404	LT	Table Lamp @ Living Area Side Table	1	ea	\$ 115.67	12 weeks	West Elm	West Elm
405	LT	Floor Lamp @ Living Area	1	ea	\$ 195.00	Readily Avail	Zuo Modern Contemporary, Inc.	Zuo Modern Contemporary, Inc.
500	PW	Accent Pillow 'A' @ Sofa	2	ea	\$ 75.00	4-5 weeks	Sabira Collection	ID Collection
501	PW	Accent Pillow 'B' @ Sofa	1	ea	\$ 75.00	4-5 weeks	Sabira Collection	ID Collection
502	PW	Accent Pillow 'C' @ Sofa	1	ea	\$ 75.00	4-5 weeks	Sabira Collection	ID Collection
601	WT	Roller Shade @ Windows & Doors	6	ea	\$ 6,281.76		CDI	Valley Forge Fabrics
703	ART	Artwork @ Living Room Sofa	1	ea	\$ 310.00	4 weeks	Pi Fine Art	Lana Art LLC & Royce Carpets
704	ART	Artwork @ Corridor	1	ea	\$ 172.00	4 weeks	Pi Fine Art	Lana Art LLC & Royce Carpets
100.1	CG	King Headboard	1	ea	\$ 640.00	4-6 weeks	Fairmont Designs	Fairmont Designs

Recommendation of Bids

100.2	CG	Queen Headboards	2 ea	\$ 1,216.00	4-6 weeks	Fairmont Designs	Fairmont Designs
101.1	CG	King Bed Box	1 ea	\$ 491.00	3-4 weeks	Fairmont Designs	Fairmont Designs
101.2	CG	Queen Bed Box	2 ea	\$ 722.00	3-4 weeks	Fairmont Designs	Fairmont Designs
102.1	CG	Nightstands @ King Headboard	2 ea	\$ 1,276.00	4-6 weeks	Fairmont Designs	Fairmont Designs
102.2	CG	Nightstand @ Queen Headboard	1 ea	\$ 609.00	4-6 weeks	Fairmont Designs	Fairmont Designs
103	CG	Closet	2 ea	\$ 4,148.00	4-6 weeks	Fairmont Designs	Fairmont Designs
104	CG	Luggage Bench	2 ea	\$ 2,386.00	4-6 weeks	Fairmont Designs	Fairmont Designs
105	CG	Desk	2 ea	\$ 2,123.00	4-6 weeks	Fairmont Designs	Fairmont Designs
106	CG	C-Table	2 ea	\$ 2,812.00	4-6 weeks	Fairmont Designs	Fairmont Designs
107	CG	Welcome Shelf	2 ea	\$ 400.00	4-6 weeks	Fairmont Designs	Fairmont Designs
108	CG	Vanity	2 ea	\$ 1,954.00	14-16 weeks	Fairmont Designs	Fairmont Designs
200	SG	Lounge Chair	1 ea	\$ 936.00	6-8 weeks	Charter Furniture	Hill & Associates
201	SG	Ottoman @ Lounge Chair	1 ea	\$ 394.00	6-8 weeks	Charter Furniture	Hill & Associates
202	SG	Task Chair @ Guestroom	2 ea	\$ 1,004.00	6-8 weeks	Charter Furniture	Hill & Associates
400	LT	Table Lamp @ Desk	2 ea	\$ 330.00	readily Avail	Shades of Light	Shades of Light
401	LT	Headboard Sconce	3 ea	\$ 300.00	4-6 Weeks	Challenger Lighting	Hill & Associates
402	LT	Floor Lamp @ Lounge Chair	1 ea	\$ 220.00	4-6 Weeks	Challenger Lighting	Hill & Associates
403	LT	Reading Light @ Headboard	2 ea	\$ 240.00	4-6 Weeks	Challenger Lighting	Hill & Associates
600	WT	Fixed Sheer Panel @ Window	3 ea	\$ 452.82		CDI	Valley Forge Fabrics
		Roller Shade @ Windows	3 ea	\$ 3,902.94			
700	MR	Mirror @ Vanity	3 ea	\$ 299.00	8-10 weeks	Majestic Mirror	Smith Brown Partnership

Recommendation of Bids

701	ART	Artwork @ Welcome Shelf	2	ea	\$ 260.00	4 weeks	Pi Fine Art	Lana Art LLC & Royce Carpets
702	ART	Artwork @ Toilet	2	ea	\$ 144.00	4 weeks	Pi Fine Art	Lana Art LLC & Royce Carpets
					<b>\$ 44,189.24</b>			



620 NE 36<sup>th</sup> Street  
Oklahoma City, OK 73105  
405.224-1554 tel  
405.224-5995 fax  
[www.cmswillowbrook.com](http://www.cmswillowbrook.com)

## Attachment No. 4 – Bid Qualifications

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Bid Package 1 – Model Rooms Furnishings – Multiple Vendors



Oklahoma City Office  
405.224-1554

Chickasha Office  
405.224.1554

Tulsa Office  
918.252.0585

**CONTRAXX**  
**FURNITURE**

Custom made in America.

67 E. Main Street P.O. Box 577  
McConnelsville, OH 43756

**Quote**

**Quote Date:** 10/30/2019  
**Date Revised:**  
**Quote No.:** 17197  
**Project Name:** Delta Marriott Mid...

**Bill To:**

CMS Willowbrook  
Attn: Heather Rouba  
620 NE 36th Street  
Oklahoma City, OK 73105  
405-224-1554

Item	Descriptions	Qty.	Unit Price:	Total:
Item 1	TABLE TOPS - 36" ROUND TABLE TOP - TOP ONLY - BASE SUPPLIED BY OTHERS - TOP TO BE ASSEMBLED TO BASE BY OTHERS ON SITE - STANDARD STAIN TBD - CATALYZED VARNISH TOPCOAT - BOXED & PALLETIZED	2	432.00	864.00

Recognized as a world-class organization by Aspen Institute, Yale Insights and Philanthropy Roundtable. When you do business with Contraxx, you not only receive high-quality custom furniture at a value, you also help support a network of small family businesses where creating fine furniture is a way of life.



**Built to Spec Total:**

# CONTRAXX FURNITURE

Custom made in America.

67 E. Main Street P.O. Box 577  
McConnelsville, OH 43756

## Quote

**Quote Date:** 10/30/2019  
**Date Revised:**  
**Quote No.:** 17197  
**Project Name:** Delta Marriott Mid...

**Bill To:**

CMS Willowbrook  
Attn: Heather Rouba  
620 NE 36th Street  
Oklahoma City, OK 73105  
405-224-1554

Item	Descriptions	Qty.	Unit Price:	Total:
NOTE	<p><b>TERMS:</b></p> <ul style="list-style-type: none"> <li>-50% deposit required with purchase order, balance on delivery.</li> <li>- This quote is valid for 30 days.</li> </ul> <p><b>SHIPPING &amp; HANDLING:</b></p> <ul style="list-style-type: none"> <li>- F.O.B. U.S. factory 44654. Freight claims are responsibility of purchaser and freight carrier.</li> <li>- Packaging: Boxed &amp; Palletized</li> <li>- Freight carrier: Please specify preference on purchase order.</li> </ul> <p><b>PRODUCTION LEAD TIME: 5 weeks.</b></p> <ul style="list-style-type: none"> <li>- Production lead time is from receipt of purchase order, deposit, approved drawings, approved finish/fabric samples, and receipt of COM.</li> <li>- Drawings and finish samples begin upon receipt of deposit.</li> </ul> <p><b>REQUESTED ON-SITE DATE:</b></p> <ul style="list-style-type: none"> <li>- Please include on purchase order. Date will be confirmed by project manager.</li> </ul> <p><b>IMPORTANT:</b></p> <ul style="list-style-type: none"> <li>- Approved drawings will supersede any purchase order and/or acknowledgement.</li> <li>- This quote is for all items shown on the quote. If specs or quantities change, or items are removed we reserve the right to re-quote.</li> <li>- If items are cancelled, cancellation fees may apply.</li> <li>- Contraxx cannot warranty any painted tops without glass protection.</li> <li>- Most electrical component manufacturers will NOT warranty their products from fluids contaminating inside the outlets. Contraxx recommends outlets are installed in a vertical application.</li> <li>- For COM shipments, please confirm "ship to" address with Contraxx project expeditor.</li> </ul>			

Recognized as a world-class organization by Aspen Institute, Yale Insights and Philanthropy Roundtable. When you do business with Contraxx, you not only receive high-quality custom furniture at a value, you also help support a network of small family businesses where creating fine furniture is a way of life.

**GOOD WORKS  
FURNITURE**

**Built to Spec Total: \$864.00**



Motivo Furniture Company  
 1206 Trinity Ave.  
 High Point NC 27260 ( FOB and COM ship to)  
 Email: info@motivofurniture.com  
 Ph. 919-233-4494

# Quote

www.motivofurniture.com

Date	Quote number
10/28/2019	1337

Name / Address			
CMS/WILLOWBROOK HEATHER ROUBA 620 NE 36TH STREET OKLAHOMA CITY, OK 73105			
Phone	405-224-1554	Fax	
E-mail	heather.rouba@cmswillowbrook.com		

Ship To	
TBD-NOT INCLUDED	
Shipping Contact Name	
Shipping Phone Number	

Lead Time	Terms	Rep	FOB	Project Name
8-10 WEEKS	50% DEP/BBD	MG	HIGH POINT	DELTA MARRIOTT MIDWEST CITY OK

Item	Description	QTY	Net Each	Total
CAGE DINING TABLE- BASE ONLY	<p>MODEL ROOM- COST DIFERENCE BETWEEN THE MODEL ROOM AND QUANTITY WILL BE REUNDED WITH THE ORDER.            DESCRIPTION: STEEL TUBE DINING BASE ONLY-</p> <p>MAX.SIZE TOP 48"-MAX.WEIGHT TOP-120 LBS.-CHOICE OF FRAME COLORS-SEE FINISH CHART (ML 01,ML 03, ML 06)            STANDARD SIZE: 25.75 D (BASE) X 28.75 HT.</p> <p>NOTE: TOP ATTACHMENT HARDWARE SUPPLIED FOR ANY TOP MATERIALS PROVIDED BY OTHERS</p> <p>CONTRACT GRADE CONSTRUCTION            NYLON GLIDES STD            CARTON INCLUDED            CARTON VOLUME CUBIC FEET: 22.95            CARTON WEIGHT: 93            NUMBER IN CARTON: 1</p>	1	710.00	710.00

			<b>Total</b>	USD 710.00
--	--	--	--------------	------------

Resale No.	THIS QUOTE IS GOOD FOR 90 DAYS. SEE THE PRICE LIST FOR TERMS AND CONDITIONS OF SALE.
	THE COM SHIP TO AND REMIT PAYMENT LOCATION IS NOTED ABOVE. TAG COM W/ COMPANY NAME, PO#, MOTIVO S/O # AND THE ITEM APPLIED TO.

# Mitchell Gold +Bob Williams

135 One Comfortable Place  
Taylorsville, NC 28681  
Phone: 828-632-9200 | Fax: 828-632-2693

**QUOTATION** **Q000003511**  
Quote date 10/29/2019  
Payment terms  
Mode of delivery ODFL  
Install date  
Quotation deadline 11/28/2019  
Requisition  
Customer reference 2019\_10\_29 DELTA MIDWEST CITY

**SHIP TO:**

FLICK MARS  
10440 N CENTRAL EXPY NO 1210  
DALLAS, TX 75231  
USA

Line #	Item Number / Description	Qty	Unit	Unit price	Unit price subtotal	Foam upcharge	Carton upcharge	Line amount	Confirmed date
1	11536-CTB-T VIENNA RECTANGLE COCKTAIL TABLE TOP - MARBLE <i>Customer Notes:</i> BACK ORDERED UNTIL 3/6/2020 ONCE AVAILABLE LEAD TIME IS 1-2 WEEKS UPON RECEIPT OF PAYMENT IN FULL SPEC MR-112-CG	1.00	EA	\$308.00	\$308.00	\$0.00	0.00	308.00	10/29/2019
2	11268-CTB-B VIENNA RECTANGLE COCKTAIL TABLE - PEWTER BASE <i>Customer Notes:</i> BACK ORDERED UNTIL 11/29/2019 ONCE AVAILABLE LEAD TIME IS 1-2 WEEKS UPON RECEIPT OF PAYMENT IN FULL SPEC MR-112-CG	1.00	EA	\$277.00	\$277.00	\$0.00	0.00	277.00	10/29/2019
3	1423-035T COOPER FULL SWIVEL CHAIR w/ BOULEVARD - INDIGO, Poly:HT, Fin Configuration 046023 Base fabric 103632 BOULEVARD - INDIGO Poly HT Leg finish 2 Pkg F <i>Customer Notes:</i> LEAD TIME IS 5-6 WEEKS UPON RECEIPT OF DEPSOIT/PAYMENT IN FULL SPEC MR-207-SG	1.00	EA	\$747.00	\$747.00	\$20.00	15.00	782.00	10/29/2019

Customer Notes: QUOTE REQUESTED BY : HEATHER ROUBA  
 \*Inline LEAD TIME IS 5-6 WEEKS AFTER RECEIPT OF PAYMENT, COM AND FORM  
 \*This quote is valid for 30 days  
 \*Custom LEAD TIME is determined by product development and is based on individual projects  
 \*FREIGHT AND TAXES NOT INCLUDED  
 \*FREIGHT QUOTES ARE FOR CURBSIDE DELIVERY CHARGES  
 \*INSIDE WHITE GLOVE DELIVERY SERVICE QUOTES NEED TO BE SPECIFIED IF REQUIRED  
 \*YARDAGE QUOTED @ 54" RR PLAIN; ONLY ACCEPT YARDAGE UNDER 60"  
 \*For UTB, Add 20% TO The Total Quoted  
 \*LEATHER QUOTED USING CLEAN FULL 50 SQ FT HIDE WITH NO DEFECTS, PLATE LINES OR PATTERNS  
 \*REFERENCE QUOTE WHEN SENDING A PO  
 \*FOB TAYLORSVILLE NC 28681  
 \*COM FABRIC WILL NEED TO BE TREATED PRIOR TO SHIPPING TO MGBW  
 \*SHIP TO: MGBW 135 ONE COMFORTABLE PLACE TAYLORSVILLE NC 28681  
 \*SHIP COM/COL TO THE ATTENTION OF KIM MOUNTS



Subtotal	Total Foam	Total Carton	Freight Charges	Net Amount	Sales Tax	Sales Total	
\$1,332.00	\$20.00	\$15.00	\$0.00	\$1,367.00	\$0.00	<b>\$1,367.00</b>	USD

**Important Details Regarding This Quote**

**Upholstery Lead Times:**

Lead time is based on frame availability and cannot be confirmed until purchase order and deposits are received/terms are confirmed. I All lead times of product with metal frames will need to be reconfirmed upon receipt of purchase order. Longer leadtimes might apply to orders of 25 or more. I Leadtime DOES NOT begin until a 50% deposit payment or Terms have been confirmed and all COM/COM forms have been received. I CUSTOM ORDERS: Lead times are generally around 12 weeks production once a sample has been approved.

**Casegoods Lead Times:**

Lead time is based on stock availability and cannot be confirmed until purchase order & payment is received. All orders of 25 and over are estimated at 190 days. I Leadtime DOES NOT begin until a 50% deposit payment or Terms have been confirmed. I CUSTOM ORDERS: Lead times are generally around 190 days production once a sample has been approved.

**COM Yardage/COL Square Footage:**

COM yardage is based on 54" wide, plain fabric applied railroad unless otherwise specified. Yardage will change if fabric has repeats and/or is to be applied up the bolt. I COL Square footage is a based on near perfect 54 square foot hides and does not accommodate for a higher amount of "trash" or half hides. I All COM/COL must be reviewed by our inhouse inspection team before it is received and scheduled for an order. I ALL COM/COL requires a COM instruction sheet before an order can be scheduled.

**High Traffic Foam Upcharge**

Our standard cushion uses 1.8 high density foam. High traffic foam (2.75/2.85) HD foam is recommended for use in high traffic areas. I All upholstery is built to meet TB 117-2013 (CAL 117 - 2013) standards

**Storage Fees**

While Mitchell Gold + Bob Williams is very happy to work with customers' delivery schedules, we are not equipped to store orders for any length of time. Therefore, we request a delivery or install date at time of order. This allows us to plan production to coincide with your delivery needs. If a date is not provided, we will use normal production lead times to plan the shipment date of your order. You should see this date on your Order Confirmation under "Confirmed Date." Should delivery/install dates change after production is started and storage of the order is required, Mitchell Gold + Bob Williams will charge a weekly storage fee of 2% of the total order to be added to the invoice.

**Payment Method**

50/50: Payment Methods Accepted: Check, ACH, Wire, Credit Card | Net 30: Payment Methods Accepted: Check, ACH, Wire | \*Net 30 orders have to be preapproved by factor

xx - wood finish

\*\* - nailhead finish

\*O\* - optional nailhead feature

# Marriott® International

## General Price List



Valid 1.1.2019 until Superseded  
ONE - SIDED, NON-FLIP PRODUCTS

MODEL NAME	SIZE	SIZE CODE	DIMENSION	MATT	FDN	SET PRICE
Hyde Park™ Plush	Twin	10	38x75	187.00	85.00	\$ 272.00
	Twin XL	20	38x80	192.00	90.00	\$ 282.00
700810478-10xx	Full	30	53x75	217.00	95.00	\$ 312.00
	Full XL	40	53x80	234.00	100.00	\$ 334.00
Height: 13"	Queen	50	60x80	256.00	105.00	\$ 361.00
	King*	60,70,80	See below	311.00	90.00	\$ 491.00
The Ritz Carlton Bed	Twin	10	38x75	256.00	85.00	\$ 341.00
	Twin XL	20	38x80	261.00	90.00	\$ 351.00
700753867-10xx	Full	30	53x75	351.00	95.00	\$ 446.00
	Full XL	40	53x80	356.00	100.00	\$ 456.00
Height: 14"	Queen	50	60x80	362.00	105.00	\$ 467.00
	King*	60,70,80	See below	457.00	90.00	\$ 637.00
700810484-50xx	9" Marriott Hyde Park EnduroTech Foundation					
700810484-60xx	5.5" Marriott Hyde Park EnduroTech Foundation					
700753920-50xx	9" Ritz Carlton EnduroTech Foundation					
700753920-60xx	5.5" Ritz Carlton EnduroTech Foundation					

King Size options: Eastern King 76x80 (60), Cal. King 72x84 (70), Hotel King 72x80 (80), .  
Foundation Heights Available: Standard (9") and Low Profile (5.5") Foundations  
All dimensional measurements are subject to an industry standard variance of (+/-) 1/2".

Terms: Cash with order (cash, check, money order or credit card) OR Net 30 days with approved Credit.  
Minimum order: 12 sets (24 pieces) or more, less than 12 sets will incur a one-time \$75.00 stop charge.  
Pricing includes freight within 300 miles of the nearest Simmons Plant.  
Applicable taxes and recycling fees will be assessed.  
Pricing valid for 48 Contiguous States, not valid for Canada, Alaska, Hawaii or Puerto Rico.  
Standard production lead time is 3-4 working weeks  
Delivery to the hotel property or warehouse must accommodate a 53' trailer. Additional freight will apply for other equipment.  
Full Truckload deliveries include two (2) hour of driver wait time at no charge. Additional wait time may result in additional charges.  
Refusal of deliveries will incur freight and redelivery charges.  
Change orders or cancellation must be in writing a minimum of 7 working days prior to shipment for a full refund and no restock fee  
Restocking fees will be charged for cancellation of orders

*This document is only for the individual(s) to whom it has been addressed. If you are not an intended recipient, do not use or distribute this document or its contents and please let me know of its misdirection. This document contains confidential and proprietary information of Simmons Bedding Company and/or its subsidiaries. It is provided to you solely for your use in evaluating our offer and is not to be used for any other purpose. You are not authorized to disclose or disseminate the information contained in this document to any third party without the express written permission of Simmons Bedding Company.*



3451 Main Street  
 Suite 108  
 Chula Vista, CA. 91911  
 Ph: 619-662-0560 Fax: 619-662-3388  
 DSquotes@dstyle.com  
 www.dstyle.com

# Quotation

Date	Quote #
11/6/2019	31215A

Revised Quote Date	
--------------------	--

D'style, Division of Kimball Hospitality, Inc.

<b>Client</b>		<b>Ship To</b>		
CMS Willowbrook 620 NE 36th Street Oklahoma City, OK 73105 United States				
Dstyle Contact	Terms	Valid Until	Rep	Bill Freight To
Venus.Lopez@dstyle.com	50%DEP/BAL CBD	2/6/2020	LC	3rd party
<b>Specifier</b>		<b>Project</b>		
Flick Mars (TX)		Q.31215A Delta Marriot		

**NOTES (PLEASE READ AND ACKNOWLEDGE)**

a) Price is subject to events beyond the seller's control, including but not limited to acts of nature and other events resulting in additional costs to seller. Upon acknowledging your order based on this quote, price is subject to increase on a dollar-for-dollar basis, without any additional overhead or profit, to the extent of any new duties, tariffs, etc., imposed by the U.S. Government that become due and payable on materials, including finished goods, shipping/fuel cost fluctuations, material shortages, components or raw materials, imported for the purpose of performing and delivering products pursuant to this Quote.

b) With respect to custom products designed by the customer or a third party for the customer, Kimball Hospitality and its division D'style do not accept responsibility or liability for infringement of any third party intellectual property rights, including copyright, trade dress, patent, or other similar rights. Customer and the designer of the product(s) shall indemnify and hold Kimball Hospitality and D'style harmless from any damages, fines, penalties, costs, expenses or other charges arising from such claims.

Qty	Item	Description	Price Ea.	Total
150	DSTY-3213-CD	S/M: MR-113-CG 3213-CD Custom Derek End Table OAD: 18"L x 18"W x 18"H Base Material: Carbon Steel Custom Base Finish: F-120 Matte Black Painted W/ Nylon Adjustable Glides	279.00	41,850.00
	PROTOTYPE	PROTOTYPE-MODEL ROOM SAMPLE, UPCHARGE WILL BE REBATED TOWARDS COMPLETE PURCHASE 4-6 WEEKS PRODUCTION LEAD-TIME AFTER DEPOSIT, DRAWINGS AND FINISH APPROVALS, FOB SAN DIEGO, CA ****Shipping estimate for the Model Room to OK is \$199. not included on price or quote	511.00	511.00
		Subtotal		42,361.00
	PACKING NOTE ON LNY	PACKING & CRATING CHARGE	5.00%	2,118.05
				0.00

LEAD TIME IS 12-14 WEEKS AFTER RECEIPT OF DEPOSIT, SHOP DRAWING AND FINISH APPROVALS

**Total**



3451 Main Street  
 Suite 108  
 Chula Vista, CA. 91911  
 Ph: 619-662-0560 Fax: 619-662-3388  
 DSquotes@dstyle.com  
 www.dstyle.com

# Quotation

Date	Quote #
11/6/2019	31215A

by Kimball Hospitality

Revised Quote Date	
--------------------	--

D'style, Division of Kimball Hospitality, Inc.

<b>Client</b>		<b>Ship To</b>		
CMS Willowbrook 620 NE 36th Street Oklahoma City, OK 73105 United States				
Dstyle Contact	Terms	Valid Until	Rep	Bill Freight To
Venus.Lopez@dstyle.com	50%DEP/BAL CBD	2/6/2020	LC	3rd party
Specifier		Project		
Flick Mars (TX)		Q.31215A Delta Marriot		

**NOTES (PLEASE READ AND ACKNOWLEDGE)**

a) Price is subject to events beyond the seller's control, including but not limited to acts of nature and other events resulting in additional costs to seller. Upon acknowledging your order based on this quote, price is subject to increase on a dollar-for-dollar basis, without any additional overhead or profit, to the extent of any new duties, tariffs, etc., imposed by the U.S. Government that become due and payable on materials, including finished goods, shipping/fuel cost fluctuations, material shortages, components or raw materials, imported for the purpose of performing and delivering products pursuant to this Quote.

b) With respect to custom products designed by the customer or a third party for the customer, Kimball Hospitality and its division D'style do not accept responsibility or liability for infringement of any third party intellectual property rights, including copyright, trade dress, patent, or other similar rights. Customer and the designer of the product(s) shall indemnify and hold Kimball Hospitality and D'style harmless from any damages, fines, penalties, costs, expenses or other charges arising from such claims.

Qty	Item	Description	Price Ea.	Total
		<p>Please note that in anticipation to the 2020 Lunar, we would like to make you aware of production lead-times. "ORDERS PLACED" refers to orders with all Approvals completed, and Deposit received:</p> <ul style="list-style-type: none"> <li>•CUSTOM ( C type ) ORDERS, PLACED after Nov 22, 2019, will have an extended lead-time of up to 4 weeks given the LNY holiday. Earliest possible shipment will be confirmed upon acknowledging your purchase order.</li> <li>•MODIFIED ( A type) ORDERS, PLACED after Nov 29, 2019, will have an extended lead-time of up to 4 weeks given the LNY holiday. Earliest possible shipment will be confirmed upon acknowledging your purchase order.</li> <li>•STANDARD ( S type) ORDERS, PLACED after Dec 6, 2019, will have an extended lead-time of up to 4 weeks given the LNY holiday. Earliest possible</li> </ul>		

LEAD TIME IS 12-14 WEEKS AFTER RECEIPT OF DEPOSIT, SHOP DRAWING AND FINISH APPROVALS

**Total**



3451 Main Street  
 Suite 108  
 Chula Vista, CA. 91911  
 Ph: 619-662-0560 Fax: 619-662-3388  
 DSquotes@dstyle.com  
 www.dstyle.com

# Quotation

Date	Quote #
11/6/2019	31215A

Revised Quote Date

D'style, Division of Kimball Hospitality, Inc.

<b>Client</b>		<b>Ship To</b>		
CMS Willowbrook 620 NE 36th Street Oklahoma City, OK 73105 United States				
Dstyle Contact	Terms	Valid Until	Rep	Bill Freight To
Venus.Lopez@dstyle.com	50%DEP/BAL CBD	2/6/2020	LC	3rd party
Specifier		Project		
Flick Mars (TX)		Q.31215A Delta Marriot		

**NOTES (PLEASE READ AND ACKNOWLEDGE)**

a)Price is subject to events beyond the seller's control, including but not limited to acts of nature and other events resulting in additional costs to seller. Upon acknowledging your order based on this quote, price is subject to increase on a dollar-for-dollar basis, without any additional overhead or profit, to the extent of any new duties, tariffs, etc., imposed by the U.S. Government that become due and payable on materials, including finished goods, shipping/fuel cost fluctuations, material shortages, components or raw materials, imported for the purpose of performing and delivering products pursuant to this Quote.

b)With respect to custom products designed by the customer or a third party for the customer, Kimball Hospitality and its division D'style do not accept responsibility or liability for infringement of any third party intellectual property rights, including copyright, trade dress, patent, or other similar rights. Customer and the designer of the product(s) shall indemnify and hold Kimball Hospitality and D'style harmless from any damages, fines, penalties, costs, expenses or other charges arising from such claims.

Qty	Item	Description	Price Ea.	Total
		shipment will be confirmed upon acknowledging your purchase order •LAST DATE FOR MODEL ROOMS: Dec. 13 •Additional note: For lamps, if tooling is required (like for new designs) and/or custom glass shades are specified, last date is Oct. 24th. All other lamps, if previously made or with standard parts/components available in marketplace, last date is Nov 15th. Select this as a transaction's tax to use AvaTax	0.00%	0.00

LEAD TIME IS 12-14 WEEKS AFTER RECEIPT OF DEPOSIT, SHOP DRAWING AND FINISH APPROVALS

**Total** \$44,479.05

- 1.Cancellations or Refunds will NOT be accepted for Custom Orders after two days of receipt of this Acknowledgement or 5 days after PO date.
- 2.Orders with inventory stock items are subject to a 25% re-stocking fee if cancelled or changed.
- 3.Please review and advise us if discrepancies are found.Please sign order with your approval and fax back to (619) 662-3388 or email to DSorders@dstyle.com

4.Our goods are sold FOB San Diego, CA. As a service to you, we offer shipping arrangements for you. All shipments will be FREIGHT COLLECT with freight company of our choice. Please let us know if you have a preferred freight company and/or preferred billing method upon receipt of this Acknowledgment

Signature \_\_\_\_\_

Modloft Miami Design District  
4141 NE 2nd Avenue  
Miami, FL 33137 US

# MODLOFT

Miami Design District

## Estimate

**ADDRESS**

Heather Rouba  
CMSWillowbrook  
620 NE 36th Street - Oklahoma  
City, OK 73105

**SHIP TO**

Heather Rouba  
CMSWillowbrook  
620 NE 36th Street -  
Oklahoma City, OK 73105

ESTIMATE # 1831

DATE 11/06/2019

---

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/06/2019	Haru sideboard - walnut		1	1,899.00	1,899.00

.....  
DROP SHIP

TOTAL

**\$1,899.00**

Accepted By

Accepted Date

**AMERICAN  
LEATHER  
HOSPITALITY**

**QUOTATION**

**Purchasing Agent:** CMS Willowbrook

**Designer:** Flick Mars

**From:** Tracy Hall

**Date:** October 28, 2019

**Project Name:** Delta Midwest City

Quantity	Style	Description	Unit Price	Amount
1	Brandt (The Saxton is the Hospitality Version of the Brandt) BDT S03 KS in Hospitality is SAX S03 KH	King Size Comfort Sleeper 84" Wide COM 18 Yds.	2,296.00	
	<b>PLEASE NOTE FINISH IS ONLY AVAILABLE IN BRUSHED STAINLESS STEEL</b>			
<b>Price Quote:</b> All prices are valid for 90 days. Prices quoted are in US Dollars.			Freight:	TBD
<b>COM calculations:</b> All COM yardages are based on 54" wide, plain materials, railroaded unless otherwise stated.			Sub Total:	
			Deposit required:	
			Total Due:	

**Terms:** All orders equal to or less than \$5,000, will be 100% Pro-Forma Invoice (including freight). If the order is over \$10,000, a 50% deposit is required. Please send credit references on hotel property or buying company to Mr. Kelly Montgomery, American Leather Vice President of Finance, via fax (972-590-9289) or via email ([kmontgomery@americanleather.com](mailto:kmontgomery@americanleather.com)) to establish terms on the balance of the order.

For all new accounts, please allow American Leather 3 business days to acknowledge an order

**Sales Tax:** American Leather will invoice, collect and remit payment for sales tax on taxable goods delivered in the state of Texas or North Carolina. For taxable goods delivered outside the state of Texas or North Carolina, it is the purchaser's responsibility



**AMERICAN  
LEATHER  
HOSPITALITY**

to report and remit sales and/or use tax amounts due to the respective taxing authority.  
Your purchase order must reflect this responsibility.

**Ex Works:** Factory, Either Dallas, Texas; Hickory, North Carolina; or High Point, North Carolina, USA. See notes below in "Shipping"

**Manufacturing Location:** All products are manufactured in the USA at one of our factories in Dallas, Texas, Hickory, North Carolina, or High Point, North Carolina.

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**Manufacturing Lead Time in in-stock leather, fabric, vinyl or Ultrasuede®:** 6 weeks after receipt of PO and credit terms established.

**Model Room / Prototype Lead time:** 6 to 8 weeks after receipt of cover and credit terms established and shop drawing approval.

**Manufacturing Lead Time in COM/COL:** 6 to 8 weeks after receipt of cover and credit terms established and shop drawing approval.

**Shop Drawing Lead Time:** 1 week after American Leather confirmation of order

**Finish Sample Lead Time:** 1 week after American Leather confirmation of order

**Cartoning:** Enhanced packaging is included in the above prices. The enhanced packaging methods protect the product without utilizing an outside box. If the purchaser still requires a boxed product, a fee of \$25 per piece will be charged, excluding pillows and ottomans.

**Factory Address for COM:** Contact Cutler Hamilton at [cutler.hamilton@americanleather.com](mailto:cutler.hamilton@americanleather.com) or Frank Boardman at [fboardman@americanleather.com](mailto:fboardman@americanleather.com) for the factory COM address.

**Factory Address for Purchase Order and payment:**

American Leather  
4501 Mountain Creek Parkway  
Dallas, TX 75236  
Attn: Hospitality/Contract  
Sidemark: *Name of Project*

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**Fire Certification Standards:** All components used in the manufacturing of American Leather products conform to the standards of CAL TB117-2013 and thus are considered Class 1 Materials. **All COM fabrics must comply with TB117-2013 standards without flame retardant chemicals. Please have fabric mill provide passing certificate to American Leather.**



# AMERICAN LEATHER HOSPITALITY

**If Boston Fire Code or TB133 Compliance is required:** American Leather will not use any COM upholstery that contains olefin, acrylic, viscose, or nylon. All COM materials must have a FR backing applied before arriving at American Leather. A four and half (4.5) yard cutting with the manufacturer's label showing content and FR rating is required for review before American Leather's acceptance of the Purchase Order.

**Acceptance of COM:** For guestroom upholstered furniture orders, COM fabric must be a tight weave with minimal stretch, meet a minimum of 30,000 Wyzenbeek double rubs and be appropriately backed to prevent unraveling. For public area upholstered furniture orders, COM fabric must be a tight weave with minimal stretch, meet a minimum of 50,000 Wyzenbeek double rubs and be appropriately backed to prevent unraveling. If COM is not appropriately backed American Leather will reject the COM.

**Seam Slippage Testing (ASTM-D4034-92 and Dynamic Seam Fatigue Test):** American Leather prides itself on producing a top quality product with the longest warranty in the industry. In an effort to ensure we maintain these standards, we now feel it is necessary to confirm the COM mills' seam slippage reports with independent testing on all Comfort Sleeper orders. These tests will be conducted by a third party testing laboratory at no charge to the customer using American Leather materials (needle and thread) in accordance with industry sewing standards. Under normal circumstances, this will not affect our lead-time or speed of delivery to you, our customer. If under this independent test we do identify any kind of failure, we will notify both the customer and mill as soon as possible to remedy the situation and to assure a defect-free product is delivered to you, our customer. The independent lab tests require two yard of material, which we will take from the initial receipt of yardage for this project. To prevent any kind of delay, the sooner we can analyze the fabric, the better. So, for **all Comfort Sleeper orders over 50 sku's**, if it is possible send **two (2) yards** at the time of order (or any time prior to production of the original order), this will enable us to test upfront, prior to production, eliminating any possibility of a delayed shipment. If the fabric is a custom color, a sample of the fabric pattern in a different color is sufficient. Thank you for your help and understanding, our main objective is to ensure we deliver the best product possible for a great guest experience.

---

**Receipt of COM:** In order to properly receive COM fabric at our factory, all COM information (manufacturer or source, pattern, color, width, repeat, railroad or up the bolt) should be included on the Purchase Order. If the Purchase Order does not have this information, please complete an American Leather Hospitality COM ticket. Please contact Frank Boardman at [boardman@americanleather.com](mailto:boardman@americanleather.com) or your American Leather sales representative if you need to receive a blank Hospitality COM Ticket. American Leather will acknowledge receipt of COM within 2 to 3 business days of delivery to our factory. Please note that if the fabric is delivered after 3pm it will not begin the acknowledgement process until the following day.

**Warranty:** Subject to the limitations and exclusions set forth below, American Leathers Limited Warranty on its Hospitality/Contract furniture is as follows: American Leather

The logo for American Leather Hospitality is a black square with the words "AMERICAN LEATHER HOSPITALITY" in white, bold, sans-serif capital letters, stacked vertically.

**AMERICAN  
LEATHER  
HOSPITALITY**

provides a) a lifetime warranty on all frames and suspension systems, b) a ten (10) year warranty from the date of purchase on the Comfort Sleeper Tiffany 24/7 mechanism (where sleeper mattress sections are considered to be part of the sleeper mechanism), c) a three (3) year warranty from the date of purchase on all other sleeper mechanisms and recliner mechanisms and d) beyond frames, suspension systems, and recliner and sleeper mechanisms, American Leather warrants all furniture to be free of defects in workmanship and materials for three (3) years from the date of purchase.

Defects in workmanship and materials are defined, for the purpose of this warranty, as causing the product to be unsound structurally or altering the appearance of the piece substantially. The foregoing warranties apply under conditions of normal usage and do not apply to defects resulting from misuse, accidents, or negligence, re-upholstery, or repairs performed with parts not sold or approved by American Leather or not performed by a repair company authorized by American Leather.

If a covered defect is found in the product, American Leather will repair or replace, at its option, the defective workmanship, part, mechanism, or material. American Leather reserves the right to arrange local repair, and the cost of packing and shipping to and from the local repair company, or at the request of American Leather, to American Leather's factory, will be paid by American Leather. Otherwise, the cost of packaging and shipping is not covered by warranty. Claims under this warranty should be made to American Leather Customer Service. The invoice should be retained for proof of purchase. This warranty is offered to the original owner and is non-transferable.

American Leather specifically gives no warranty for the performance of any Customer Directed Purchase and/or Customer Owned Material. American Leather's warranty for Customer Directed Purchase and Customer Owned Material shall only cover (a) American Leather's careful receipt, storage and handling of materials, (b) conformance of pattern and style against a Customer-provided pre-established standard by visual inspection, (c) undamaged delivery of the order to the Customer's carrier, and (d) quality craftsmanship in American Leather's manufacturing of the order. The Customer shall be responsible for all claims with respect to Customer Directed Purchase or Customer Owned Material not covered by the foregoing warranty.

---

**Shipping:** American Leather sells ExWorks Factory. American Leather does not own or operate its own trucking company. If requested on the purchase order, American Leather will coordinate transport and bill freight accordingly on the final invoice. Due to the fluctuations in gasoline/diesel prices, all freight quotes from American Leather are valid for only 30 days.

If terms with American Leather are 50% Deposit/NET 30 Balance, 50% of the freight cost is required in addition to the 50% deposit on the product.

All shipping instructions must be clearly stated on the Purchase Order. Since American Leather does not own or operate the trucking company, American Leather cannot

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## AMERICAN LEATHER HOSPITALITY

guarantee any shipping delivery. It is the responsibility of the client to track and schedule delivery. The carriers that American Leather uses will not unload the freight and do not have lift gates on their trucks. The freight must be delivered to a loading dock with personnel available to unload the product. If a lift gate delivery is required, this must be clearly stated on the Purchase Order and extra freight fees will apply.

American Leather does not have warehouse area and will not hold shipments. American Leather's policy on large orders is to ship a full truckload upon product completion. American Leather highly recommends that a furniture receiving company handle products shipped directly to a property. We cannot hold shipments at our Dallas facility. Therefore installation dates must be clearly stated on the Purchase Order.

### **Purchase Order Requirements:**

Please include the following on your purchase order:

- PO / PO#
  - Bill To Address, Contact Name, Telephone Number, Email Address
  - Ship To Address, Contact Name, Telephone Number, Email Address (must be a business with a loading dock for delivery) NO RESIDENTIAL DELIVERIES
  - If shipping via a third party carrier, include carrier information
  - Frame code
  - Cover / COM specifics (if not listed on the Purchase Order, then a COM form needs to be completed and submitted with the Purchase Order).
  - Price
  - Delivery Date if available / installation schedule
  - Please advise if shop drawings are required
  - Please advise if a cutting for approval (CFA) is required
  - TB117-2013 passing certificates for all COM fabrics, leathers, or vinyls.
  - For Comfort Sleeper orders over 50 sku's, please include a two (2) yard sample of the COM for testing.
  - Please allow up to 2 business days for the order acknowledgement and 3 days if it is a new customer.
-

## West Elm x SpringHill Suites Price List

West Elm x Spring Hill Suites Price List	SKU	Price	Lead Time
SOFABED W/ TRUNDLE WITH MATTRESS	2306953	\$ 1,299.30	12 weeks
OTTOMAN	6001455	\$ 164.78	12 weeks
SADDLE OFFICE CHAIR	4211962	\$ 294.73	12 weeks
RECLAIMED WOOD TRAY	782727	\$ 49.98	12 weeks
PILLAR FLOOR LAMP	2627119	\$ 265.10	12 weeks
PILLAR TABLE LAMP	2899173	\$ 115.67	12 weeks
CYLINDER TASK LAMP	6980175	\$ 78.20	12 weeks
BROKEN ARROW PILLOW COVER - PLATINUM	1066344	\$ 16.64	12 weeks
BROKEN ARROW PILLOW COVER - CAYENNE	2301971	\$ 16.64	12 weeks
POLY PILLOW INSERT	4647686	\$ 13.27	12 weeks

**Note:**

Pricing does not include tax

Pricing valid for 30 days

To request a formal quote, email [wemarriott@wsgc.com](mailto:wemarriott@wsgc.com) with the following information:

Project Name

Project Location

Main Point of Contact

Estimated Installation Date

Product Quantities

Billing Point of Contact

Billing Address

**Terms: 50/50**

50% deposit due to place order

Lead time begins once 50% deposit is received. Deposit can be made via check or ACH/Wire.

Checks can take up to 3 weeks to clear in our system. ACH/Wire can take up to 3 business days to process.

**Shipping:**

All product is stored at our warehouse in Braselton, GA. West Elm will coordinate pick up with customer's preferred trucking company. West Elm does not provide freight trucking for volume orders. A list of recommended freight carriers can be provided upon request.

# ORDER ACKNOWLEDGEMENT

Zuo Modern Contemporary Inc  
 80 Swan Way, Suite 300  
 Oakland, CA 94621

Tel: 510-877-4087



<b>Customer ID:</b> 1088959	
Order Number	1351789
Order Date	Page
10/28/2019 00:00:00	1 of 1

**Bill To:**

CMS WILLOWBROOK  
 620 NE 36TH STREET  
 OKLAHOMA CITY, OK 73105  
 US

4052241554

**Ship To:**

CMSWILLOWBROOK  
 620 NE 36TH STREET  
 HEATER ROUBA  
 OKLAHOMA CITY, OK 73105  
 US

Phone: 4052241554

PO Number	Carrier	CSR	Terms
DELTA-MARRIOTT-MIDWEST-OKC	FEDEX GROUND	NORA	Credit Card

Quantities				Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM				
1	1	0	EA	50313 SWIFT FLOOR LAMP WHITE & BLACK	EA	195.00	195.00

Source location: CA

ETA: 12/15/2019

1	1	0	EA	50168 FORECAST CEILING LAMP BLACK	EA	125.00	125.00
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Source location: CA

ETA: 12/15/2019

Total Lines: 2

**SUB-TOTAL:** 320.00  
**TAX:** 0.00  
**AMOUNT TENDERED:** 0.00  
**AMOUNT DUE:** 320.00

U.S. Dollars

**Attention**

All shipments must be inspected at the time of delivery. If damage to the boxes is present, damages must be indicated at the time of delivery on the POD. If no damage is evident, subject to inspection must be indicated at the time of delivery on the POD. Claims made to Zuo for goods damaged through freight will only be honored if the receiver indicated damages or subject to inspection on the signed POD.



2104 Irving Blvd.  
 Dallas, TX 75207  
 sabira@sabiracollection.com  
 www.sabiracollection.com

# Estimate

Date	Estimate #
10/29/2019	1120

Name / Address
CMS Willowbrook 620 NE 36th Street Oklahoma City, OK 73105

Rep	IDC
Reference	Delta Midwest City, OK
FOB	Dallas, Texas
Terms	50% Dep./50% Before Ship

Qty	Item	Description	Size	Color	Cost	Total
1	MR-500-PW	Item: Accent Pillow 'A' @ Sofa @ Model Room Description: Fabrication of Decorative Pillow with COM Dimensions: 24" x 24" Edge Detail: Knife Edge Closure: Concealed Zipper Insert: Down Alternative 2" larger than pillow dimension  COM: Fabric @ Sofa Accent Pillow 'A': MR-500A-PWF; Anzea Textiles; Pattern: 3110-05; Baby Bear; Baked Clay; 100% Polyester; ; Width: 54"; Fire Rating: CAL 117 2013; Durability: 95,000 DR  COM Requirement: 1 yard per pillow	24" x 24"	Baked Clay	75.00	75.00
<b>Total</b>						



2104 Irving Blvd.  
 Dallas, TX 75207  
 sabira@sabiracollection.com  
 www.sabiracollection.com

# Estimate

Date	Estimate #
10/29/2019	1120

Name / Address
CMS Willowbrook 620 NE 36th Street Oklahoma City, OK 73105

Rep	IDC
Reference	Delta Midwest City, OK
FOB	Dallas, Texas
Terms	50% Dep./50% Before Ship

Qty	Item	Description	Size	Color	Cost	Total
1	MR-501-AC	Item: Accent Pillow 'B' @ Sofa @ Model Room Description: Fabrication of Decorative Pillow with COM Dimensions: 24" x 24" Edge Detail: Knife Edge Closure: Concealed Zipper Insert: Down Alternative 2" larger than pillow dimension  COM: Fabric @ Sofa Accent Pillow 'B': MR-501A-PWF; Fabricut ; Pattern: Hebron; 01; 100% Polyester; Repeat: 8.1" Vertical; 13.3" Horizontal; Width: 55"; Fire Rating: Cal 117 ,NFPA260, UFAC Class 1; Durability: 125,000 DR  COM Requirement: 1 yard per pillow	24" x 24"	Charcoal/ White	.75.00	75.00
<b>Total</b>						



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 Dallas, TX 75207  
 sabira@sabiracollection.com  
 www.sabiracollection.com

# Estimate

Date	Estimate #
10/29/2019	1120

Name / Address
CMS Willowbrook 620 NE 36th Street Oklahoma City, OK 73105

Rep	IDC
Reference	Delta Midwest City, OK
FOB	Dallas, Texas
Terms	50% Dep./50% Before Ship

Qty	Item	Description	Size	Color	Cost	Total
1	MR-502-AC	<p>Item: Accent Pillow 'C' @ Sofa @ Model Room            Description: Fabrication of Decorative Pillow with COM            Dimensions: 24" x 24"            Edge Detail: Knife Edge            Closure: Concealed Zipper            Insert: Down Alternative 2" larger than pillow dimension</p> <p>COM: Fabric @ Sofa Accent Pillow 'C':            MR-502A-PWF; P. Kaufmann; Pattern: C Borderline;            Chalk; 100% Polyester; Repeat: 6" Vertical; 6.75"            Horizontal; Width: 54"; Finish: Calender Finish; Fire            Rating: CAL 117 NFPA 260; Durability: 51,000 DR</p> <p>COM Requirement: 1 yard per pillow</p> <p>Lead time 4-5 weeks from receipt of an official PO,            50% deposit and receipt of all COMs            FOB: Dallas, Texas            Quote is valid for 60 days            Shipping and Handling not included - TBD</p>	24" x 24"	Chalk	75.00	75.00
<b>Total</b>						\$225.00



Company: CMS Willowbrook  
 Name: Heather Rouba  
 Contact: Malia Magazzeni  
 Opportunity: Delta Hotels Midwest City OK  
 Property Address: 5750 Will Rogers Road Midwest City 73110

Date: 11/4/19  
 Quotation #: 155608-110419  
 Prepared By: DEW

Specification	Quantity	Description	Unit Price	Total Price	COM Yards	
					Unit	Total
<b>MODEL ROOM</b>						
<b>FIXED SHEER PANELS</b>						
MR-600-WT	3	Fixed Ripple Fold Sheer Panels - 24"W X 100"H - 120% Fullness	\$ 50.98	\$ 152.94		
	3	VFF Decorative Hardware - Ceiling Mount - H-Rail	\$ 49.98	\$ 149.94		
	3	Installation Labor	\$ 49.98	\$ 149.94		
		Sheer COM: Valley Forge Fabrics Delta Way 3 446- ASG 118"			5	15
<b>SINGLE MANUAL ROLLE SHADE</b>						
MR-601-WT	3	Single Manual Roller Shade - 33"W X 84"H	\$ 1,300.98	\$ 3,902.94		
DOOR		Fabrics, Fabrication, Fascia, U-Side Channel and Hardware - VFF Standard Clutch				
	3	Installation Labor	\$ 73.98	\$ 221.94		
		Blackout Fabric: Valley Forge Fabrics Gravity Blackout Oyster				
MR-601-WT	6	Single Manual Roller Shade - 26"W X 48"H	\$ 972.98	\$ 5,837.88		
WINDOW		Fabrics, Fabrication, Fascia, U-Side Channel and Hardware - VFF Standard Clutch				
	6	Installation Labor	\$ 73.98	\$ 443.88		
		Blackout Fabric: Valley Forge Fabrics Gravity Blackout Oyster				
PLEASE NOTE: WE CANNOT BE SURE SIDE CHANNELS WILL WORK ON DOOR UNTIL AFTER FIELD MEASURE						
TOTAL:						
		Total for Product Fabrication		\$ 10,859.46		
	1	Charge for Field Measure	\$ 620.00	\$ 620.00		
	1	Trip Charge for Measure	\$ 725.00	\$ 725.00		
	1	Trip Charge for Installation - actual quantity to be billed may vary depending on detailed installation schedule	\$ 1,350.00	\$ 1,350.00		
		Lodging - Not included				
				<b>\$ 13,554.46</b>		

- All services and install pricing is based off Model Room only, Production pricing will be provided upon request.

- Additional Trip Charges: \$1350 per trip will be billed if exceeded.

- Quote is valid for 180 days. Please confirm lead time prior to placing orders.

- Terms: 50% Deposit, Balance Net 30 upon factor approval

- Lead time does not include transit time or installation

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Date: 11/4/19  
 Quotation #: 155608-110419  
 Prepared By: DEW

- C.O.M. MODEL ROOM YARDAGE MUST BE ONE CONTINUOUS ROLL
- Drapery Model Room Fabrication Lead Time: 6-8 weeks after receipt of PO, Deposit, All Fabrics, Field Measure and Completed Design Review.
- Drapery Ex-Works: Brockton, MA
- Drapery Ex-Works: Brockton, MA; C.O.M. SHIP TO: Valley Forge Fabrics, 506 North Warren Ave, Brockton, MA 02301, ATTN: Jeramie Kelle 508-232-6755, *Delivery appointment required, Dock receiving hours 8:00 AM to 2:00 PM, Side mark: VFF Project Name
- Roller Shade Model Room Fabrication Lead Time: 2 to 3 weeks after receipt of PO, Deposit, All Fabrics, Field Measure and Completed Design Review.
- Roller Shade Ex-Works: Florida
- Lodging: To be included by Hotel at No Charge, or costs will be invoiced
- COM = Customer Own Material - If COM is noted, those fabrics and items are not included in pricing.
- COM Address to be verified at time of order placement
- If VFF is not provided sample cuttings of COM fabric prior to fabric receipt, CDI by Valley Forge Fabrics will not be responsible for cutting of incorrect goods.
- VFF is not responsible or liable for any shrinkage, discoloration, defects or any other performance issues associated with or relating to the use of customer's own materials and will only warranty workmanship as it does not apply to COM. All fabrics must be dimensionally stable in all directions.
- Splices in decorative hardware may need to be added based on actual site conditions.
- Drapes and Sheers are pressed and fan folded prior to packaging.
- Roman Shade products may not have a tailored and even look, this is the inherent nature of this specialty product we strongly suggest a mock up is done and approved by all parties prior to production order being placed.
- Installation pricing is based on installing an entire floor or no less than 20 windows in one trip.
- Number of trips to be based on detailed installation schedule and subject to change based on project demands.
- Public Areas as priced to install in one trip or all at once.
- If toggle bolts or concrete installation is required, additional charges may apply.
- Steaming, Vacuuming, Shipping and Taxes are not included.
- All wiring to be done by an electrician and wall switches to be installed by others- not in VFF scope.
- If it is determined at Field Measure that the Fascia protrudes out of the window recess, a Headbox may be needed to prevent light leakage and we will have to requote
- If Purchase order is issued for fabricate and furnish only, field services are not included.
- VFF reserves the right to requote after field measure if necessary.
- Specified dimensions, quoted pricing and fabric requirements are subject to change upon on-site inspection of finished conditions.
- VFF is not responsible for any electrical wiring, patching, and painting or finished carpentry work. This includes chalking of any kind around our finished cornice treatments.
- Pricing assumes secured elevator access for our installation team where applicable.
- On-site storage and staging areas to be assigned prior to installation
- Pricing does not include VFF participation in on-site construction meetings unless otherwise specified within the proposal.
- VFF is not responsible for un-even ceilings, floors and window sills and the effects it may have on our finished products.
- Pricing includes any and all trips stated within our proposal for both measure and installation. If additional trips are necessary, associated travel, car rental and lodging fees will apply relative to crew size.
- VFF is not responsible for damaged window treatments after installation due to other trades working in the window and surrounding areas during the construction and pre-opening phases. If additional priming, steaming and or replacements are necessary due to treatments being damaged, additional charges will apply.
- In the event of tax exempt status, a resale certificate and W-9 must be included with Purchase Order.
- In the event of work stoppage due to project delays, additional charges may apply.
- Pricing does not include the take down or disposal of existing hardware and window treatments
- If full access to all areas within scope is not available at the time of appointment, additional trip charges will be incurred.
- Hotel to provide lift where applicable.

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Name: Heather Rouba  
Contact: Malia Magazzeni  
Opportunity: Delta Hotels Midwest City OK  
Property Address: 5750 Will Rogers Road Midwest City 73110

Date: 11/4/19  
Quotation #: 155608-110419  
Prepared By: DEW

- |   |
|---|
| - Hotel to provide escort with master key in order to access all areas.   |
| - If service elevator is unavailable, inaccessible or product does not fit within the elevator at time of installation, charge-backs will be applied.                                 |
| - Pricing is based on non-union labor & straight time unless otherwise stated within proposal.  |
| - Manual roller shades come equipped with Child Safety Tensions as well as installation instructions. Please take care to insure these products are installed correctly and securely. |

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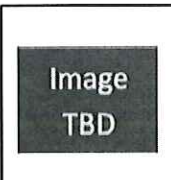
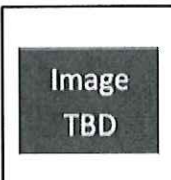
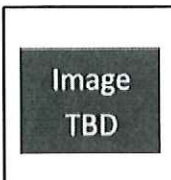




1180 Caledonia Rd  
 Toronto, ON  
 Canada M6A 2W5  
 416-789-7156

Quote number: 5517 Date: 11/8/2019  
 Prepared by: Kristi Email: kristi@pifineart.com  
 Designer Rep: Luis Araujo Email: luis@lanaartllc.com

Brand: Delta Location: Midwest City Oklahoma

		Unit Price	Extended Price
QTY		\$ 589.00	\$ 87,761.00
149	Item: Art on Wallcovering: Linen Image: H1946-19k Image Size: 258 W x 100 H   Overall Size: 258 W x 100 H Orientation: Horizontal Frameless		
WC-02 - Graphic Wallcovering @ Headboard Wall		Mockup	\$ 1473.00
QTY		\$ 52.00	\$ 7,852.00
151	Item: Art on Dibond Image: TBD based on PI POD Imagery Image Size: 23 1/2 W x 23 1/2 H   Overall Size: 23 1/2 W x 23 1/2 H Orientation: Round Frameless   FLOAT		
MR-702-ART - Artwork @ Welcome Shelf		Mockup	\$ 130.00
QTY		\$ 72.00	\$ 10,872.00
151	Item: Art on Acrylic Image: TBD based on PI POD Imagery Image Size: 18 W x 24 H   Overall Size: 18 W x 24 H Orientation: Vertical 4 STANDOFFS/piece		
MR-701-ART- Artwork @ Toilet		Mockup	
QTY		\$ 124.00	\$ 18,724.00
151	Item: Art on Canvas Image: TBD based on PI POD Imagery Image Size: 82 1/2 W x 22 1/2 H   Overall Size: 84 W x 24 H Orientation: Vertical Frame: 371   Frame Color: Black   Frame Size: 1/2 REG BARS   Support: Security Hardware		
MR-703-ART - Artwork @ Living Room Sofa (OPTION 4)		Mockup	\$ 310.00
QTY		\$ 172.00	\$ 344.00
2	Item: Art on Canvas Image: TBD based on PI POD Imagery Image Size: 38 W x 43 1/2 H   Overall Size: 40 W x 45 H Orientation: Vertical Frame: 371   Frame Color: Black   Frame Size: 1/2 REG BARS   Support: Security Hardware		
MR-704-ART - Artwork @ Corridor		Mockup	



1180 Caledonia Rd  
 Toronto, ON  
 Canada M6A 2W5  
 416-789-7156

Quote number: 5517 Date: 11/8/2019  
 Prepared by: Kristi Email: kristi@pifineart.com  
 Designer Rep: Luis Araujo Email: luis@lanaartllc.com

Brand: Delta Location: Midwest City Oklahoma

Unit	Extended
Price	Price

Notes

<b>\$ 125,553.00</b>
----------------------

Shipping Extra

Total

**TERMS:**

50% deposit, balance TBD. Quote is in US\$.  
 Unless otherwise quoted, mockups are 2.5 x volume quote.  
 Unless EXACT WORDING "absolute must sizes" clearly indicated on P.O.,  
 1/2" allowance on all overall sizes.  
 Guestroom with or without Public Space quotes are valid for 45 days.  
 Public Space **only** quotes are valid for 180 days.  
 Applicable taxes are extra.  
 Includes security hardware and packaging.  
 Orders containing 5 or less glassed items will be substituted with Plexi.  
 Pricing is based on quantities & specs as quoted.  
 Issuance of PO will automatically render acceptance of terms.  
 FOB PI Fine Art warehouse, Toronto.  
 Title of goods transfers upon complete payment in full.

**STANDARD LEAD TIMES** from receipt of PO, deposit(s)  
 & approvals and subject to material availability:  
 Standard Program 1-10 total, 3 weeks  
 1-50 total, 4 weeks  
 51-200 total, 7 weeks  
 201-750 total, 8 weeks  
 Over 750, multiple shipments begin 8 weeks, balance tbd



6950 Noritsu Avenue ~ Buena Park, CA.90620  
 Ph. 714-670-1171 ~ Fx. 714-562-1534

Quote #: FDQ19-561-001  
 Date : 11/04/19  
 FDH : JN Monica  
 Approved By: JNCRVLL

CUSTOMER	PROJECT
Name: OMS Willowbrook Contact: Address: 620 NE 36th Street Oklahoma City, OK 73105 Phone: 405/224-1554 Fax:	Delta Marriott - Midwest City, OK

FDH Rep	Terms	Price Term	Lead Time
Jill M	50% DEPOSIT / BALANCE NET 30	FOB PCE West Coast	14-16 weeks
Wood Solid/Veneer	Finish	Hardware	Laminate
Hardwood/Walnut - 1/4 cut	FDH Standard PU 30% sheen	U.S. / Sourced Similar	Sourced Similar

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL
61		MR-100.1-CG King Headboard 78 x 4 x 48 Walnut - 1/4 cut; Veneered panel with (1) fully attached and tight upholstered headboard cushion at center with (2) decorative straps above that wraps over top of upholstered panel. MFG to provide ganging hardware at sides for attaching headboard to side panels. Panel to have cutout and notch for wire management and notch at bottom wall cleats. * Factory Suggested COM (panel): 2.28 yds * Factory Suggested COM (straps): 0.08 yds	327.00	19,947.00
88		MR-100.2-CG-L Queen Headboard - Left 69 x 4 x 48 Walnut - 1/4 cut; Veneered panel with (1) fully attached and tight upholstered headboard cushion at center with (2) decorative straps above that wraps over top of upholstered panel. With cutout for reading light (by others). MFG to provide ganging hardware at side for attaching headboard to side panel. Panel to have cutout and notch for wire management and notch at bottom wall cleats. * Factory Suggested COM (panel): 1.95 yds * Factory Suggested COM (straps): 0.08 yds	324.00	28,512.00
88		MR-100.2-CG-R Queen Headboard - Right 69 x 4 x 48 Walnut - 1/4 cut; Veneered panel with (1) fully attached and tight upholstered headboard cushion	324.00	28,512.00

\*\*\* CONTINUE \*\*\*



6950 Noritsu Avenue ~ Buena Park, CA.90620  
Ph. 714-670-1171 ~ Fx. 714-562-1534

QUOTATION

Page: 2

Quote #: FDQ19-561-001  
Date : 11/04/19  
FDH : JN Monica  
Approved By: JNCRVLL

CUSTOMER	PROJECT
Name: CMS Willowbrook Contact: Address: 620 NE 36th Street Oklahoma City, OK 73105 Phone: 405/224-1554 Fax:	Delta Marriott - Midwest City, OK

FDH Rep	Terms	Price Term	Lead Time
Jill M	50% DEPOSIT / BALANCE NET 30	FCB POE West Coast	14-16 weeks
Wood Solid/Veneer	Finish	Hardware	Laminate
Hardwood/Walnut - 1/4 cut	FDH Standard PU 30% sheen	U.S / Sourced Similar	Sourced Similar

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL
		at center with (2) decorative straps above that wraps over top of headboard panel. With cutout for reading light (by others). MFG to provide ganging hardware at side for attaching headboard to side panel. Panel to have cutout and notch for wire management and notch at bottom w wall cleats. * Factory Suggested COM (panel): 1.95 yds * Factory Suggested COM (straps): 0.08 yds		
61	MR-101.1-CG	King Bed Box 73.5 x 82.5 x 14 KD Unit. Walnut - 1/4 cut / metal. Veneered bed base with inset top and ventilation slots. With anti slip strips and finger cutouts for access to bed base supports; and radious at all corners. With metal laminate plinth base powder coated to match customer's control sample. MFR to provide all necessary hardware to attach to headboard	699.00	42,639.00
176	MR-101.2-CG	Queen Bed Box 60 x 79.5 x 14 KD Unit. Walnut - 1/4 cut / metal. Veneered bed base with inset top and ventilation slots. With anti slip strips and finger cutouts for access to bed base supports; and radious at all corners. With metal laminate plinth base powder coated to match customer's control sample. MFR to provide all necessary hardware to attach to headboard	659.00	115,984.00
122	MR-102.1-CG-L	King Nightstand - Left 22 x 18 x 47.25	317.00	38,674.00

\*\*\* CONTINUE \*\*\*



6950 Noritsu Avenue ~ Buena Park, CA.90620  
 Ph. 714-670-1171 ~ Fx. 714-562-1534

Quote #: FDQ19-561-001  
 Date : 11/04/19  
 FDH : JN Mnica  
 Approved By: JNCRVLL

CUSTOMER	PROJECT
Name: OMS Willowbrook Contact: Address: 620 NE 36th Street Oklahoma City, OK 73105 Phone: 405/224-1554 Fax:	Delta Marriott - Midwest City, OK

FDH Rep	Terms	Price Term	Lead Time
Jill M	50% DEPOSIT / BALANCE NET 30	FOB PCE West Coast	14-16 weeks
Wood Solid/Veneer	Finish	Hardware	Laminat e
Hardwood/Walnut - 1/4 cut	FDH Standard ``PU`` 30% sheen	U S / Sourced Si milar	Sourced Si milar

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL
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Walnut - 1/4 cut / Metal. Wall panel with cutout for sconce at top with (1) FC-739 power strip and cover plate. Cantilevered nightstand attached (Subtop for stone top (priced and shipped separately) with metal reveal under stone top. (1) drawer w heavy duty soft close glides & (1) U S Pull. Drawer to house safe (by others). W (2) tubular legs at front for support with metal caps and nylon glides. With access panel under nightstand. Nightstand panel to cleat onto headboard panel; provide necessary hardware.  
 \*CPT: With (1) sourced similar pull: \$311.00

122	MR-102.1-CG-R	King Nightstand - Right 22 x 18 x 47.25 Walnut - 1/4 cut / Metal. Wall panel with cutout for sconce at top with (1) FC-739 power strip and cover plate. Cantilevered nightstand attached (Subtop for stone top (priced and shipped separately) with metal reveal under stone top. With cubby below with (2) tubular legs at front for support with metal caps and nylon glides. With access panel under nightstand. Nightstand panel to cleat onto headboard panel; provide necessary hardware.	282.00	34,404.00
244	MR-102.1-CG-S	Source Si milar (Quartz) 22 x 15 x .75 For MR-102.1-CG-L/R (King Nightstand - Left/Right) 3/4" thick factory sourced white quartz top;	57.00	13,908.00

\*\*\* CONTINUE \*\*\*





6950 Noritsu Avenue ~ Buena Park, CA.90620  
 Ph. 714-670-1171 ~ Fx. 714-562-1534

QUOTATION

Page: 4

Quote #: FDQ19-561-001

Date : 11/04/19

FDH : JN Monica

Approved By: JNCRVLL

CUSTOMER	PROJECT
Name: CMS Willowbrook Contact: Address: 620 NE 36th Street Oklahoma City, OK 73105 Phone: 405/224-1554 Fax:	Delta Marriott - Midwest City, OK

FDH Rep	Terms	Price Term	Lead Time
Jill M	50% DEPOSIT / BALANCE NET 30	FOB POE- West Coast	14-16 weeks
Wood Solid/Veneer	Finish	Hardware	Laminate
Hardwood/Walnut - 1/4 cut	FDH Standard ``PU`` 30% sheen	U.S. / Sourced Similar	Sourced Similar

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL
		polished with eased edges. * CPT: 3/4" thick JCE EHS-595 Quartz: \$TBD		
88	MR-102.2-CG	Queen Nightstand 22 x 18 x 47.25 Walnut - 1/4 cut / Metal. Wall panel with cutout for sconce at top with (1) FC-739 power strip and cover plate. Cantilevered nightstand attached (Subtop for stone top (priced and shipped separately) with metal reveal under stone top. (1) drawer w heavy duty soft close glides & (1) U.S Pull. Drawer to house safe (by others). W (2) tubular legs at front for support with metal caps and nylon glides. With access panel under nightstand. Nightstand panel to cleat onto headboard panel; provide necessary hardware. *CPT: With (1) sourced similar pull: \$296.00	303.00	26,664.00
88	MR-102.2-CG	Source Similar (Quartz) 22 x 15 x .75 For MR-102.2-CG (Queen Nightstand) 3/4" thick factory sourced white quartz top; polished with eased edges. * CPT: 3/4" thick JCE EHS-595 Quartz: \$TBD	57.00	5,016.00
149	MR-103-CG	Closet 55 x 22 x 80 Walnut - 1/4 cut / Metal. Veneered closet with (1) door panel on continuous piano hinge at front with sourced similar pull. Interior LH side with metal rod at top and hook on side for ironing	1,069.00	159,281.00

\*\*\* CONTINUE \*\*\*



6950 Noritsu Avenue ~ Buena Park, CA.90620  
 Ph. 714-670-1171 ~ Fx. 714-562-1534

QUOTATION

Page: 5

Quote #: FDQ19-561-001

Date : 11/04/19

FDH : JN Monica

Approved By: JNCRVLL

CUSTOMER	PROJECT
Name: OMS Willowbrook Contact: Address: 620 NE 36th Street Oklahoma City, OK 73105 Phone: 405/224-1554 Fax:	Delta Marriott - Midwest City, OK

FDH Rep	Terms	Price Term	Lead Time
Jill M	50% DEPOSIT / BALANCE NET 30	FOB POE West Coast	14-16 weeks
Wood Solid/Veneer	Finish	Hardware	Laminate
Hardwood/Walnut - 1/4 cut	FDH Standard PU 30% sheen	US / Sourced Similar	Sourced Similar

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL
		board & iron. Interior w veneered cubbies and shelves w (1) drawer and soft closing/opening hinges. W (1) cabinet to house mini bar (by others) with cutout in recessed back panel for ventilation/power access. Cabinet/ closet door/ drawer with (1) US pull. With plinth metal base powder coated in matte black * CPT: With (2) sourced similar pulls: \$1,056.00		
149	MR-104-CG	Luggage Bench 48 x 24 x 83 Walnut - 1/4 cut / Metal. Veneered back panel with radius top corners (3) black metal hooks. With luggage bench (subtop for stone top) stone (provided by others). With metal reveal under stone and (2) veneered drawers with (1) US pull each. Drawers with soft closing metal glides. Back of unit with notch at bottom With plinth metal base powder coated matte black. MFR to provide wall cleats. * CPT: With (2) sourced similar pulls: \$476.00	489.00	72,861.00
149	MR-104-CG-S	Sourced Similar (Quartz) 48 x 22 x 14.75 For MR-104-CG (Luggage Bench) 3/4" thick factory sourced white quartz top with 14"H backsplash; polished with eased edges. Luggage bench with aluminum strips on wear surface. * CPT: 14.75" thk JG Edelen EHS-595 Quartz: \$TBD	187.00	27,863.00
149	MR-105-CG	Desk - Subtop 55 x 24 x 29.25	491.00	73,159.00

\*\*\* CONTINUE \*\*\*



6950 Noritsu Avenue ~ Buena Park, CA.90620  
 Ph. 714-670-1171 ~ Fx. 714-562-1534

Quote #: FDQ19-561-001  
 Date : 11/04/19  
 FDH : JN Monica  
 Approved By: JNRMVLL

CUSTOMER	PROJECT
Name: OMS Willowbrook Contact: Address: 620 NE 36th Street Oklahoma City, OK 73105 Phone: 405/224-1554 Fax:	Delta Marriott - Midwest City, OK

FDH Rep	Terms	Price Term	Lead Time
Jill M	50% DEPOSIT / BALANCE NET 30	FOB POE West Coast	14-16 weeks
Wood Solid/Veneer	Finish	Hardware	Laminate
Hardwood/Walnut - 1/4 cut	FDH Standard ``PU`` 30% sheen	US / Sourced Similar	Sourced Similar

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL
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Walnut - 1/4 cut / Metal. Subtop for stone top (priced and shipped separately) with metal reveal under stone. LH side open with removable/recessed and veneered back panel to hide cords. RH side with (3) veneered drawers with (1) US pull each. Drawers with soft closing metal glides. With recessed back panel and notch at bottom. With (1) wood leg and metal at bottom with nylon glide. MFR to provide (1) FC-739 power and cover plate for stone top cutout.  
 \*CPT: With (3) sourced similar pulls: \$472.00

149	MR-105-CG-S	Source Similar Quartz 55 x 24 x 3.75 For MR-105-CG (Desk - Subtop) 3/4" thick factory sourced white quartz top with 3" H backsplash. Backsplash built up to 2.5" thick; with cutout on backsplash for power and cutout on top for grommet; radius at front corners and polished w eased edges. *CPT: W 3/4" thk JG Edelen EHS-595 Quartz: \$TBD	263.00	39,187.00
61	MR-106-CG	C-Table 20 x 11 x 22 Metal / factory sourced quartz construction. Oval concave inset stone top with black powder coated metal stem. With stone pedestal base and nylon glides.	703.00	42,883.00
149	MR-107-CG	Velcone Shelf 12 x 4 x 2	100.00	14,900.00

\*\*\* CONTINUE \*\*\*



6950 Noritsu Avenue ~ Buena Park, CA.90620  
 Ph. 714-670-1171 ~ Fx. 714-562-1534

Quote #: FDQ19-561-001  
 Date : 11/04/19  
 FDH : JN Monica  
 Approved By: JNRMELL

<b>CUSTOMER</b> Name: QMS Willowbrook Contact: Address: 620 NE 36th Street Oklahoma City, OK 73105 Phone: 405/224-1554 Fax:	<b>PROJECT</b> Delta Marriott - Midwest City, OK
--	---

FDH Rep	Terms	Price Term	Lead Time
Jill M	50% DEPOSIT / BALANCE NET 30	FOB POE West Coast	14-16 weeks
Wood Solid/Veneer	Finish	Hardware	Laminate
Hardwood/Walnut - 1/4 cut	FDH Standard ``PU`` 30% sheen	US / Sourced Similar	Sourced Similar

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL
		Walnut - 1/4 Cut. Veneered on all exposed parts with rounded corners with internal bevel and curved lip. Finish with protective top treatment. MFG to provide all necessary hardware to secure to wall.		
149	MR-108-CG	Vanity - Subtop 44 x 20 x 35.25 Walnut - 1/4 cut. Subtop for stone top (priced and shipped separately) wood base/frame with apron and (2) shelves with cutout for trash can on bottom shelf. Vanity to have privacy panel around sink and P-Trap. With (4) tapered legs to have levelers.	383.00	57,067.00
149	MR-108-CG	Sourced Similar (Quartz) 44 x 20 x 3.75 For MR-108-CG (Vanity - Subtop) 3/4" thick factory sourced white quartz top with 3"H backsplash. With cutouts for sink faucet fixtures; polished with eased edges. *OPT: 3.75" thick JG Edelen EHS-595 Quartz: \$TBD	211.00	31,439.00

\*\*\*\*\*  
 Terms listed are pending credit approval of buyer at receipt of P.O.  
 \*\*\*\*\*  
 Freight quoted below is to Midwest City, OK  
 \*\*\*\*\*  
 King/Queen Bed Boxes plinth base were quoted with metal laminate base.  
 \*\*\*\*\*

\*\*\* CONTINUE \*\*\*



6950 Noritsu Avenue ~ Buena Park, CA.90620  
 Ph. 714-670-1171 ~ Fx. 714-562-1534

QUOTATION

Page: 8

Quote #: FDQ19-561-001

Date : 11/04/19

FDH : JN Monica

Approved By: JNRMELL

CUSTOMER	PROJECT
Name: OMS Willowbrook Contact: Address: 620 NE 36th Street Oklahoma City, OK 73105 Phone: 405/224-1554 Fax:	Delta Marriott - Midwest City, OK

FDH Rep	Terms	Price Term	Lead Time
Jill M	50% DEPOSIT/ BALANCE NET 30	FOB PCE- West Coast	14- 16 weeks
Wood Solid/ Veneer	Finish	Hardware	Laminat e
Hardwood/ Walnut - 1/4 cut	FDH Standard ``PU`` 30% sheen	U S / Sourced Similar	Sourced Similar

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL
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\*\* Tax (if applicable) is an estimate, subject to all tax laws in effect at the time of shipment.

\*\* Please review all attached pages for notes and conditions that may apply to the above quoted items.

\*\* Freight includes all associated costs to deliver goods from the listed PCE to the jobsite.

\*\* When delivering to jobsite Fairmont Designs reserves the right to select various carriers, routing (port of entry) and container sizes.

\*\* Lead time is dependent upon production schedule availability at receipt of PO and subject to final confirmation.

\*\* Quoted pricing is subject to additional tariffs dependent upon the condition of import tariff rate at receipt of PO

\*\* Terms listed are pending credit approval of buyer at receipt of PO

\*\* Freight quoted below is to Midwest City

\*\* Separate freight charges may apply to model room orders and orders of less than one container load.

SUBTOTAL	872,900.00
Freight	64,400.00
<b>TOTAL</b>	<b>937,300.00</b>



Furnishing Imagination

6950 Noritsu Avenue ~ Buena Park, CA.90620

Ph. 714-670-1171 ~ Fx. 714-562-1534

Quoted prices are guaranteed for 90 days from the date of original quote, after which they may be changed, withdrawn or reinstated at Fairmont Designs Hospitality's discretion. These prices are based on the current room mix quantities as quoted. Any changes of quantities on an order may affect the prices.

**Credit Terms may change at any time based upon credit review or past payment history.**

General Notes:

- 1) Fairmont Designs will make full-service container direct jobsite delivery on all orders unless specified otherwise.
- 2) Maximum 2 hours of live unloading time for each container. Over 2 hours of live load charges and any other penalties, late fees are the responsibility of buyer and will be prepaid and billed.
- 3) When delivering to Jobsite Fairmont Designs reserves the right to select various carriers, routing (POE) and container sizes
- 4) Minor assembly required by installers for desks and tables unless specified otherwise.
- 5) Interior and Exterior Hardware: to be supplied with similar available in China. All other specifications may incur additional cost.
- 6) Quoted items may vary from customer supplied specifications. Measurements are approximate.
- 7) **Model Room Pricing:** Quoted per project. **Terms for Model Room:** must be pre-paid including freight
- 8) Quotes do not include electrical parts unless noted
- 9) All containers are loaded by rooms, unless specified otherwise.
- 10) Stone tops are an outsourced material and therefore not covered by our warranty. If your choice of stone requires sealing, this must be noted at the time of quote. See warranty for stone coverage limitations.

Standard Contract Features

- 1 English dovetail drawer front and back on most items.
- 2 Melamine drawer bottoms with reinforced glue blocks.
- 3 Solid wood drawer sides completely finished (clear coat).
- 4 Minimum 1.8 pound per cubic foot polyurethane foam.
- 5 Hardwood used unless specified. (i.e. Alder, Maple, Oak, Ash, etc.)
- 6 Kiln-dried hardwood used for upholstery framework.
- 7 Heavy-duty contract quality construction to include double doweled and glued joints or mortise and tenoned fabrication.
- 8 Top quality #1 veneer faces.
- 9 No exposed wood. All finished and/or edge banded for moisture barrier.
- 10 Multi-Step finishing
- 11 Standard Zinc full extension ball-bearing drawer glides.
- 12 Heavy-duty contract grade sleeper mechanisms.
- 13 Flush wall cleats (French Type) on all mirrors and headboards.
- 14 All cushions and padding materials meet UFAC and California Technical Bulletin 117.
- 15 Carpet strip cutout and recessed back panel for electrical cords on most items.
- 16 Front levelers on all dresser units.
- 17 Nylon carpet glides on all other appropriate items.
- 18 Standard heavy-duty cartons (breaking strength 200 pounds Wt./cm2).
- 19 Two-year limited warranty. Please see attached for full details.



6950 Noritsu Avenue ~ Buena Park, CA. 90620  
Ph. 714-670-1171 ~ Fx. 714-562-1534

## 2-Year Limited Warranty

This Limited Warranty protects only the original property and applies only when Fairmont Designs' furniture is purchased for hospitality use only. It is the responsibility of the property to perform minor touch-ups necessary to correct problems resulting from transportation and/or installation and handling.

### What Is Covered Under the Limited Warranty

This Warranty guarantees that each piece of Fairmont Designs' furniture will be free from manufacturing defects in materials, workmanship or construction. If any defect does appear within the two-year Warranty Period, Fairmont Designs will take the steps described below to correct it.

### Remedy

We will remedy a manufacturing defect in any of your Fairmont Designs' furniture as long as the customer sends a notice of the defect within the 2-year Warranty period (measured from the date of delivery). If a defect is noticed, the customer must promptly notify Fairmont Designs.

In the event of a defect, Fairmont Designs requires with any claim, that the defect be described as fully and clearly as possible with accompanying photos. Claims cannot be processed without these as they are necessary to determine the nature and extent of the defect. After notification, it may be necessary for Fairmont Designs or authorized representative to arrange for an inspection of your furniture to determine whether or not a defect exists. If a defect does exist, it will be repaired. However, if Fairmont Designs determines that repair is not practicable, you will be supplied with a replacement piece. The customer will not be charged for any repair services, replacement pieces, or ocean/inland shipping costs. However, on a case to case basis, it is at the discretion of Fairmont Designs to determine the amount of factory, transportation, and property responsibility. Fairmont Designs will not pay for or be responsible for the removal, re-installation or disposal of goods or any replacement goods. In the event of piece replacement, no assembly labor is included.

### LIMITATIONS ON THE COVERAGE OF THE 2-YEAR LIMITED WARRANTY

#### Improper Care and Use

Fairmont Designs will not replace your furniture if damage is caused by improper use, improper maintenance, or by improper cleaning. This Warranty does not apply if product damage results from the use of detergents, cleaners, abrasives or other harsh cleaning agents on the furniture.

#### Finishes

Finishes are warranted for 1-year from the date of delivery to be free from material and manufacturing defects. This limited warranty does not cover any damage to or failure of the finish resulting from normal wear and tear, improper use, negligence, abuse, abnormal usage (including use or storage in conditions of high heat, high moisture or extreme temperature changes), improper maintenance or cleaning, water damage, exposure to sunlight, extreme high or low humidity changes, acts of nature, or incorrect application of chemical treatment or any protective coating not applied by the manufacturer.

The veneer tops on all items without the protection of a glass top cover will naturally deteriorate under accelerated usage in a hotel application. Therefore unprotected veneer tops are excluded.

#### Stone

All stone, granite, marble, quartz, etc. subject to warranty guidelines provided by the specified or quoted vendor. Fairmont Designs does not provide any guarantee or warranty for stone.

#### Freight Damage

When receiving any shipment or delivery of any products, quantities must be checked with packing list and quantities verified. Any shortage of quantities or any visible damages must be noted on the Bill of Lading and notification to Fairmont Designs must be given immediately. Any notification of visible or concealed damage must be reported to Fairmont Designs within 5 working days, otherwise freight claims may be denied.

Any damage resulting from unloading and transporting products from the delivery containers to rooms where the furniture will be permanently placed for use is not covered.

#### Disclaimer

In cases of freight damage, abuse, or exposure to extreme temperatures, humidity or direct sunlight, it is per Fairmont Designs' discretion to assist in the repair or replacement of items at a mutually agreed upon method.



6950 Noritsu Avenue ~ Buena Park, CA.90620  
Ph. 714-670-1171 ~ Fx. 714-562-1534

### **2-Year Limited Warranty**

#### **LIMITATIONS ON THE COVERAGE OF THE 2-YEAR LIMITED WARRANTY (continued)**

##### **Upholstery**

This warranty does not extend to any customer supplied materials (fabric, leather or other decorative trims or applications). The designer, specifier and/or purchaser shall be deemed an expert in the selection of COM or COL (Customer's Own Material-Fabric or Customer's Own Leather) and assumes all risk and responsibility for selecting fabrics that are appropriate for the intended use and that comply with all applicable codes and regulations in the jurisdiction of ultimate use. Fairmont Designs cannot predict, nor be responsible for, how an upholstery material wears in an installation setting. Therefore, Fairmont Designs specifically disclaims any responsibility for any defects that may arise in the use of COM or COL's. These include, but are not limited to: wearability, flammability, fitness for use, cleanability, discoloration, colorfastness, fading, shrinking, stretching, pilling, unraveling, seam slippage or any other problem previously known or heretofore unknown that may arise from the use of such materials. Purchaser agrees to defend and hold harmless Fairmont Designs for any claim (including expenses and reasonable attorney's fees) made against Fairmont Designs relating to any alleged defect in COM or COL materials.





**Quote For:**

CMS Willowbrook  
 Heather Rouba  
 405-224-1554  
 heather.rouba@cmswillowbrook.com

**Quote No:**

**6518**

**Quote Date:**

**10/29/19**

**Expiration Date:**

**01/27/20**

**Project #:**

**37031**

**RE: Delta Midwest City**

Dear Heather,  
 The following is Majestic's quote for the above referenced project.

**\*IF THE IMPOSED 30% INCREASED TARIFF IS IN EFFECT WHEN THIS ORDER ARRIVES IN THE US THERE WILL BE AN ADDITIONAL 10% INCREASE ON ALL BACK LIT MIRRORS AND A 12.5% INCREASE ON MAKE UP MIRRORS AND ALL DECORATIVE MIRRORS\***

**\*IF THE IMPOSED 25% INCREASED TARIFF IS IN EFFECT WHEN THIS ORDER ARRIVES IN THE US THERE WILL BE AN ADDITIONAL 7.5% INCREASE ON ALL BACK LIT MIRRORS AND A 10% INCREASE ON MAKE UP MIRRORS AND ALL DECORATIVE MIRRORS\***

QTY	ITEM# DESCRIPTION	SIZE OVERALL	FINISH	FRAME CONST	MODEL ROOM LEAD TIME	MODEL ROOM PRICE EACH	PRODUCTION LEAD TIME	PRODUCTION PRICE EACH
150	MR-700-MR Polished edge mirror with 2 vertical lines of back lit led light & lighting at top and bottom to wash the wall Includes Defogger	36" W X 38" H	N/A	Frameless	8-10 wks (4-6 wks with air freight)	\$299.00	12-14 wks	\$240.50

Back-lit LED includes the following:

- T5 LED Light Tubes
  - Vinyl Safety backing
  - UL listing including section 16.23
  - Finger Print protection
  - 60 Month Warranty on LED driver
  - Light bulbs rated for 69,000 hours
  - Light bulb color temperature is 3,000 Kelvin
  - 15 year warranty of LED's
  - Bulk Packed
  - Easy adjustable mounting system for installation and bulb replacement
  - Lead time begin upon receipt of Purchase order, Deposit, and approved CAD drawings and or finish samples
  - Includes Hard Backing (where applicable), hanging metal cleats, and packaging
  - Sales tax not included
  - FOB: Miami
  - Pricing in USD.
  - Quote valid for 90 days
  - Lead time begins when Majestic receives a PO, deposit, and approvals.
- Terms: 50% deposit, balance CBD (unless terms have been previously approved)

If you have any questions, please do not hesitate to call.

Sincerely,

Frank Filippelli



Majestic Mirror & Frame

CC: Smith - Brown Partnership

NOTE: Pricing submitted is subject to increase based on world events such as currency exchange, tariffs, fuel surcharges and freight increases.

THIS PROPOSAL MAY BE WITHDRAWN BY MAJESTIC MIRRORS & FRAME LLC. IF NOT ACCEPTED IN 60 DAYS

# CHARTER

FURNITURE

**CHARTER WEST - CALIFORNIA**

4828 4TH STREET IRVINDALE, CA 91706  
626.433.2264 \* FAX: 323.726.7308

**CHARTER EAST - NORTH CAROLINA**

206 FRAZIER AVE LIBERTY, NC 27298  
336.622.2201 \* FAX: 919.214.7121

## PROJECT QUOTATION

**103119RD/ts**

TOTAL PAGES INCLUDING COVER:

DATE: 11/1/19

**PROJECT NAME:** Delta Midwest City

QUOTED TO

Heather Rouba  
CMSWillowbrook  
620 NE 36th Street  
Oklahoma City, OK 73105  
O: 405.224.1554  
C: 405.203.2664  
[www.cmswillowbrook.com](http://www.cmswillowbrook.com)

PACKAGING: CARTONED

TERMS: Per Credit – or 50% Deposit/ Balance CBD / Orders under \$5K Pro Forma in full


SALESPERSON: HILL




FLAMMABILITY: CA 117-2013


FOB: Los Angeles, CA

NOTES: **ALL FABRIC REQUIRES SUFFICIENT BACKING FOR HOSPITALITY USE**

SPECIFIED DESIGN:

SPEC #	Item Description	Qty	Price	COM
MR-200-SG  CHARTER ITEM # 500-2742A- MODIFIED  BEECH	LOUNGE CHAIR (500-2742 MOD) 32"W X 33"D X 37"H; 18"SH; 24"AH COM (A) @ INSIDE OF WRAPPED-AROUND COVER @ ARM FRAME & BACK FRAME COM (B) @ OUTSIDE OF WRAPPED-AROUND COVER @ ARM FRAME & BACK FRAME COM (C) UPH. FRONT OF SEAT DECK + SEMI-ATTD. SEAT & BACK CUSHIONS WITH SELF-WELTS + 2EA LOOSE ARM CUSHIONS @ 18" X 10" X 3"THICK BACK & SEAT CUSHIONS TO BE SEMI-ATTACHED BY D-RING + HOOK EXPOSED SOLID WOOD BACK FRAME + ARM FRAME + LEGS WOOD SPECIES: BEECH PU FINISH: SINGLE DARK COLOR WITH FIXED FLAT TEFLON GLIDES  	150	\$468.00 COM  \$936.00 MODEL ROOM  IMPORT  <b>NOTE – THIS ITEM SUBJECT TO TARIFF</b>  \$900.00 SAMPLE AIR FREIGHT	COM (A) @ INSIDE OF WRAPPED-AROUND COVER @ ARM FRAME & BACK FRAME: 1.75 YARDS/ EACH  COM (B) @ OUTSIDE OF WRAPPED-AROUND COVER @ ARM FRAME & BACK FRAME: 1.75 YARDS/ EACH  COM (C) UPH. FRONT OF SEAT DECK + ALL CUSHIONS: 4 YARDS/ EACH
MR-200-SG  CHARTER ITEM # 500-2742A- MODIFIED  WALNUT	LOUNGE CHAIR (500-2742 MOD) 32"W X 33"D X 37"H; 18"SH; 24"AH COM (A) @ INSIDE OF WRAPPED-AROUND COVER @ ARM FRAME & BACK FRAME COM (B) @ OUTSIDE OF WRAPPED-AROUND COVER @ ARM FRAME & BACK FRAME COM (C) UPH. FRONT OF SEAT DECK + SEMI-ATTD. SEAT & BACK CUSHIONS WITH SELF-WELTS + 2EA LOOSE ARM CUSHIONS @ 18" X 10" X 3"THICK BACK & SEAT CUSHIONS TO BE SEMI-ATTACHED BY D-RING + HOOK EXPOSED SOLID WOOD BACK FRAME + ARM FRAME + LEGS WOOD SPECIES: WALNUT PU FINISH: SINGLE DARK COLOR	150	\$567.00 COM  \$1,134.00 MODEL ROOM  IMPORT  <b>NOTE – THIS ITEM SUBJECT TO TARIFF</b>	COM (A) @ INSIDE OF WRAPPED-AROUND COVER @ ARM FRAME & BACK FRAME: 1.75 YARDS/ EACH  COM (B) @ OUTSIDE OF WRAPPED-AROUND COVER @ ARM FRAME & BACK FRAME: 1.75 YARDS/ EACH  COM (C) UPH. FRONT OF SEAT DECK + ALL CUSHIONS:

	<p>WITH FIXED FLAT TEFLON GLIDES</p> 		<p>\$900.00 SAMPLE AIR FREIGHT</p>	<p>4 YARDS/ EACH</p>
<p>MR-201-SG</p> <p><b>BEECH</b></p>	<p>OTTOMAN 32"W X 22"D X 15"H COM (A) UPH. EDGE OF SEAT DECK COM (B) UPH. SEMI-ATTD. SEAT CUSHIONS WITH SELF-WELTS SEAT CUSHIONS TO BE SEMI-ATTACHED BY VELCRO EXPOSED SOLID WOOD LEGS WOOD SPECIES: <b>BEECH</b> PU FINISH: SINGLE DARK COLOR WITH FIXED FLAT TEFLON GLIDES</p> 	<p>150</p>	<p>\$197.00 COM</p> <p>\$394.00 MODEL ROOM</p> <p>IMPORT</p> <p><b>NOTE – THIS ITEM SUBJECT TO TARIFF</b></p> <p>\$600.00 SAMPLE AIR FREIGHT</p>	<p>COM BREAK</p> <p>SEAT CUSHION: 1.5 YARDS 55" W NO REPEAT</p> <p>PLATFORM: .75 YARDS 55" W NO REPEAT</p>
<p>MR-201-SG</p> <p><b>WALNUT</b></p>	<p>OTTOMAN 32"W X 22"D X 15"H COM (A) UPH. EDGE OF SEAT DECK COM (B) UPH. SEMI-ATTD. SEAT CUSHIONS WITH SELF-WELTS SEAT CUSHIONS TO BE SEMI-ATTACHED BY VELCRO EXPOSED SOLID WOOD LEGS WOOD SPECIES: <b>WALNUT</b> PU FINISH: SINGLE DARK COLOR WITH FIXED FLAT TEFLON GLIDES</p> 	<p>150</p>	<p>\$204.00 COM</p> <p>\$408.00 MODEL ROOM</p> <p>IMPORT</p> <p><b>NOTE – THIS ITEM SUBJECT TO TARIFF</b></p> <p>\$600.00 SAMPLE AIR FREIGHT</p>	<p>COM BREAK</p> <p>SEAT CUSHION: 1.5 YARDS 55" W NO REPEAT</p> <p>PLATFORM: .75 YARDS 55" W NO REPEAT</p>
<p>MR-202-SG</p> <p><b>CHARTER MODEL # 800-350</b></p>	<p>CHARTER ITEM # 800-350-TASK CHAIR DIM 25 "W X 26"D X 33" H (MIN) - 37" (MAX) 22.5" (MIN) - 26" (MAX) AH 17" (MIN) - 21" (MAX) SH UPHOLSTERED TASK CHAIR WITH HEIGHT ADJUSTABLE, HYDRAULIC GAS LIFT WITH SWIVEL/TILT MECHANISM, AND <b>BLACK POWDERCOAT</b> 5 STAR BASE. TIGHT SEAT TIGHT BACK WITH SELF WELT HEAVY DUTY BLACK NYLON CASTERS.</p>	<p>150</p>	<p>\$251.00 COM</p> <p>\$502.00 MODEL ROOM</p> <p>IMPORT</p> <p><b>NOTE – THIS ITEM SUBJECT TO TARIFF</b></p> <p>\$700.00</p>	<p>COM BREAK</p> <p>1.5 YARDS OUTSIDE BACK; 54"W NO REPEAT</p> <p>1.75 YARDS EACH INSIDE BACK , ARMS AND SEAT: 54"W NO REPEAT</p>

			SAMPLE AIR FREIGHT	
	<b>PROPOSED TARIFF NOTIFICATION</b> ABOVE PRICING DOES NOT INCLUDE ANY TARIFF SURCHARGE. IF TARIFFS ARE ENFORCED ON FURNITURE IMPORTED FROM CHINA, CHARTER FURNITURE WILL PARTICIPATE IN THE COST OF TARIFF: TARIFF @ 25% - CLIENT WILL PAY 8% OF SELLING PRICE TARIFF @ 30% - CLIENT WILL PAY 10% OF SELLING PRICE			
	<b>ALL FABRIC REQUIRES SUFFICIENT BACKING FOR HOSPITALITY USE.</b> <b>ALL YARDAGE IS QUOTED AS PLAIN, 54" NO REPEAT, NON-DIRECTIONAL FABRIC UNLESS OTHERWISE NOTED.</b>			
	ESTIMATED FREIGHT – THIS IS AN ESTIMATE ONLY, AND ACTUAL FREIGHT WILL BE INVOICED AT TIME OF SHIPPING BASED ON LOAD COUNT AND FUEL SURCHARGE AT THE TIME OF SHIPPING			
Model Room or Prototype or Sample Pricing	2X's Quantity Price			

**ADDITIONAL TERMS AND CONDITIONS**

1. ALL PRICES QUOTED VALID FOR A PERIOD OF 60 DAYS. ALL PRICES WITHIN THIS QUOTATION ARE SUBMITTED AS A PACKAGE BID FOR ENTIRE PROJECT QUOTED. IF ANYTHING, OTHER THAN ENTIRE PACKAGE IS AWARDED, CHARTER FURNITURE RESERVES THE RIGHT TO REQUOTE ANY VARIATIONS THEREOF.
2. PLEASE FORWARD ALL COM'S TO OUR FABRIC RECEIVING FACILITY AT:
3. FOB NORTH CAROLINA: CHARTER FURNITURE 206 FRAZIER AVE LIBERTY, NC 27298  
 FOB CALIFORNIA: CHARTER FURNITURE 4828 4TH STREET IRWINDALE, CA 91706  
 ALL FABRICS NOT RECEIVED AT THIS FACILITY COULD CAUSE POSSIBLE DELAYS IN PRODUCTION LEAD-TIMES.
4. LEAD-TIME: **6-8 WEEKS TO MANUFACTURE MODEL ROOM SAMPLES FROM ROF AND ALL APPROVALS**  
**STANDARD DOMESTIC - 10 TO 12 WEEKS FROM ROF AND ALL APPROVALS**  
**CUSTOM DOMESTIC AND IMPORT - 12 TO 14 WEEKS FROM ROF AND ALL APPROVALS**
5. **\$250.00 NET UP CHARGE FOR CUSTOM WOOD FINISHES.** SEE STANDARDS @ [HTTP://WWW.CHARTERFURNITURE.COM/FEATURES/TYPE/3](http://www.charterfurniture.com/features/type/3)  
**IMPORTANT** - ALL PRICES QUOTED VALID FOR A PERIOD OF 60 DAYS. HOWEVER, WITHIN THIS 60 DAYS CHARTER RESERVES THE RIGHT TO REVISE THIS QUOTE BASED ON ANY SUDDEN INCREASE IN COMPONENT PRICES. THIS IS DUE TO RECENT NATURAL DISASTERS, WHICH RAW MATERIAL COSTS AND SUPPLY CHAINS HAVE BEEN GREATLY AFFECTED NATIONALLY AND ARE HIGHLY VOLATILE.

THANK YOU!

*Rick Dawson*


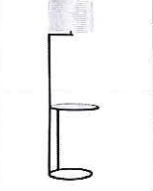
SIGNED: \_\_\_\_\_





# DELTA MIDWEST CITY, Q-7383

Item No.	Photo or Drawing	Specification		Quantity (PC)	Unit Price (USD)	Sample Price (USD)	Tooling (USD)	Amount (USD)
DL-01		1. Item:	DL-01	149	\$38.00	\$100.00		\$5,662.00
		2. Material:	METAL / ACRYLIC					
		3. Size:	7.5"Dia x 8"W x 23"H					
		4. Finish:	MATTE FLAT BLACK POWDER COAT-To match Tiger Drilac 69/80331					
		5. Bulb:	1 @ 5 watts LED, A15, E26, 2700K, 120 V, bulb not included					
		6. Remark:	DIRECT WIRE					
MR-400-LT		1. Item:	MR-400-LT	149	\$45.00	\$100.00	\$200.00	\$6,705.00
		2. Material:	METAL / OFF WHITE LINEN SHADE					
		3. Size:	12.5"Dia x 7"W x 21"H					
		4. Finish:	PAINTED BLACK/OFF-WHITE/ANTIQU BRASS/HYDRO PAINTED FAUX WOOD					
		5. Bulb:	1 @ 9 watts LED, E26, 2700K, 120 V, bulb not included					
		6. Remark:	8' SVT BLACK CORD/MINI ON/OFF ROCKER					
MR-401-LT		1. Item:	MR-401-LT	298	\$38.00	\$100.00	\$200.00	\$11,324.00
		2. Material:	METAL / FROSTED ACRYLIC					
		3. Size:	7"Dia x 9"W x 13.5"H					
		4. Finish:	MATTE FLAT BLACK POWDER COATED-To match Tiger Drilac 69/80331					
		5. Bulb:	1 @ 5 watts LED, G16.5, E26, 2700K, 120 V, bulb not included					
		6. Remark:	12' SVT BLACK CORD / ROCKER SWITCH					
MR-402-LT		1. Item:	MR-402-LT	149	\$109.00	\$220.00		\$16,241.00
		2. Material:	METAL / ACRYLIC/CREAM LINEN SHADE					
		3. Size:	13"Dia x 18"W x 64"H					
		4. Finish:	MATTE FLAT BLACK-POWDER COATED - - To match Tiger Drilac 69/80331					
		5. Bulb:	1 @ 16 watts LED, E26, 2700K, 120 V, bulb not included					
		6. Remark:	10' SVT BLACK CORD / MINI ON/OFF ROCKER					
MR-403-LT		1. Item:	MR-403-LT	298	\$56.00	\$120.00		\$16,688.00
		2. Material:	METAL					
		3. Size:	3.875"Dia x 3"W x 7"H					
		4. Finish:	BLACK POWDER COATED METAL					
		5. Bulb:	1-LED 1W 2700K					
		6. Remark:	12' SVT BLACK CORD / STANDARD AUTOMATIC ON/OFF SWITCH WHEN NOZZLE IS MANUPULATED					

MR-404-LT		1. Item:	MR-404-LT	149	\$67.00	\$140.00	\$9,983.00
		2. Material:	METAL / LINEN IN WHITE				
		3. Size:	16 1/2"Dia x 24.5"H				
		4. Finish:	ANTIQUÉ BRONZE PAINTED				
		5. Bulb:	1 @ 9 watts LED, E26, 2700K, 120 V, bulb not included				
		6. Remark:	8'-0" SVT BLACK CORD / ROCKER SWITCH. ON/OFF ON STEM NECK				
MR-405-LT		1. Item:	MR-405-LT	149	\$154.00	\$310.00	\$22,946.00
		2. Material:	METAL / GLASS / FABRIC LINEN				
		3. Size:	19.7"Dia x 69"H				
		4. Finish:	WHITE & BLACK PAINTED				
		5. Bulb:	1 @ 16 watts LED, E26, 2700K, 120 V, bulb not included				
		6. Remark:	78.8" SVT BLACK CORD / INLINE SWITCH				



## **Clarification and Assumptions December 10, 2019**

We have listed below the assumptions and clarifications that we have considered so that we both fully understand what is and what is not included in the Guaranteed Maximum Price (GMP). Where actual events on the project differ from the assumptions and clarifications listed below, the GMP will require adjustments for the resulting additional costs and expenses. These assumptions and clarifications are specifically used to establish the basis of the GMP and as such are intended to clarify and take precedence over details or items shown on Contract Documents, in the event there is a discrepancy between or among any of them.

### **General Assumptions**

1. This Guaranteed Maximum Price is based on the Specifications for the Delta Marriott FF&E Model Rooms, as prepared by FlickMars, dated October 25, 2019, and the following Assumptions and Clarifications.
2. The bids have been solicited on the basis of award within 30 days.
3. The Guaranteed Maximum Price is based on an assumed construction start in January 2020 and completed by May 2020.
4. All off-site permits are not included and shall be paid by the Owner.
5. Any requirements by the Midwest City Municipal Authority, City of Midwest City, Delta Marriott or the State Fire Marshal that are not specifically depicted or indicated on the Contract Documents referenced above have not been included in the Guaranteed Maximum Price.
6. This GMP assumes that Owner furnished items will be on-site in accordance with the Construction Manager's schedule.
7. It is assumed that the Contract Documents are in compliance with all required codes, including, local, state and federal requirements, so no monies are included for changes to the Contract Documents necessary to comply with the aforementioned codes and requirements.
8. The schedule format to be used is Smartsheet.
9. This GMP is based on Design team will provide necessary CAD files to CM for various shop drawings and submittals at no additional costs.
10. A Construction Managers construction contingency is included in the Guaranteed Maximum Price. This contingency is intended to cover the scope of work, including but not limited to events such as listed below. The construction contingency shall be the exclusive use of the Construction Manager.
  - a. Unforeseen and/or unknown field conditions.
  - b. Including mitigation of weather impact, such as abnormal inclement weather.
  - c. Losses, expenses or damages not covered by insurance, including any deductible amount.
  - d. Increases in quantity or quality, which should have been reasonably inferable from the Contract Documents but not specifically shown therein.
  - e. Underestimating

- f. It is understood by the Parties that this contingency is not to be allocated to costs due to errors and omissions in the Contract Documents (CD's) or to remedy, correct or resolve any inconsistencies, ambiguities, errors or omissions contained in the Specifications on which the Construction Manager's Guaranteed Maximum Price was based.
  - g. Overtime, including unexcused schedule delays due to subcontractor work, performance or schedule.
  - h. Any use of the contingency is to be approved by the owner's representative prior to its use.
  - i. Any unused construction contingency will be returned to the Owner by a deduct change order at the end of the project.
11. An Owner contingency is not included in the GMP.
12. The order of precedence of the documents in the event that there is a conflict between documents is:
- a. Future change orders.
  - b. These Assumptions and Clarifications dated December 10, 2019.
  - c. Agreement between Owner and Construction Manager.
  - d. Addenda as issued by the Design Team.
  - e. Contract specifications, as prepared by FlickMars.
13. The following items are **NOT INCLUDED** in the Guaranteed Maximum Price: Design fees, CM PreConstruction Fee, Owner contingency, Sales Tax, Items provided by Owner, any requirements by the Authority Having Jurisdiction that are not specifically depicted or indicated on the Contract Documents, temporary & permanent utility cost during construction start-up, test and occupy the building.
14. Preconstruction services will be billed separately.
15. The Owner will provide temporary and permanent utility cost during construction for start-up, test and occupy the new building.
16. The schedule is depicted on the lead time provided by Vendors as reflected in Attachment No. 3 Recommendation of Bids. Should the lead times change beyond our control, schedule delays may occur.








NEW BUSINESS/  
PUBLIC DISCUSSION





MIDWEST CITY  
MEMORIAL HOSPITAL AUTHORITY  
AGENDA FOR  
December 10, 2019

-  The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City - Government Facebook page.
-  The recorded video will be available on YouTube and the City's website within 48 hours: [Bit.ly/youtubemwc](http://bit.ly/youtubemwc).
-  The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.
-  To make a special assistance request, call 739-1215 or email [bbundy@midwestcityok.org](mailto:bbundy@midwestcityok.org) no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.
-  The Trustees will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the second floor conference room for dinner, but no business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the Trustees and staff.



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA  
City Hall – Midwest City Council Chambers, 100 N. Midwest Boulevard

December 10, 2019 - 6:02 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the regular November 26, 2019 meeting, as submitted. (Secretary - S. Hancock)
  2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: Hospital Authority Fund, expenses/Transfers Out (00) \$1,678,654. (Finance - C. Barron)
- C. DISCUSSION ITEM.
1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance Director - C. Barron)
- D. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- E. EXECUTIVE SESSION.
1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (City Manager - T. Lyon)
- F. ADJOURNMENT.



CONSENT AGENDA



A notice for the regular Midwest City Memorial Hospital Authority was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

### **Midwest City Memorial Hospital Authority Minutes**

November 26, 2019 – 6:02 pm

This meeting was held in the Midwest City Council Chambers at City Hall, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:45 PM with the following members present: Trustees: Susan Eads, Pat Byrne, Española Bowen, Christine Allen, and Jeff Moore with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Sean Reed.

#### **DISCUSSION ITEMS.**

- 1. Discussion and consideration of approving the minutes of the regular November 12, 2019 meeting, as submitted.** Eads made a motion to approve the minutes, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Reed. Motion carried.
- 2. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action was needed.

#### **NEW BUSINESS/PUBLIC DISCUSSION.**

There was no new business or public discussion.

At 7:46 PM, Eads made a motion to recess the meeting, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Reed. Motion carried.

#### **EXECUTIVE SESSION.**

- 1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.**

Eads made a motion to enter into executive session, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Reed. Motion carried. Returned to meeting and Trustees entered executive session at 7:50 PM.

At 8:23 PM, Byrne made motion to return to open session, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Reed. Motion carried.

Byrne then made a motion to authorize the general manager/administrator to take action as appropriate, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Reed. Motion carried.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:24 PM.

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MATTHEW D. DUKES II, Chairman

ATTEST:

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SARA HANCOCK, Secretary





**Finance Department**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
cbarron@midwestcity.org  
Office: 405-739-1245  
[www.midwestcityok.org](http://www.midwestcityok.org)

TO: Honorable Chairman and Trustees  
Midwest City Hospital Authority

FROM: Christy Barron, Finance Director

DATE: December 10, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: Hospital Authority Fund, expenses/Transfers Out (00) \$1,678,654.

This supplement is needed to transfer money out to the Economic Development Authority for purchase of the Sears building.

Christy Barron  
Finance Director

**SUPPLEMENTS**  
**December 10, 2019**

Fund Hospital Authority (425)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfer Out			1,678,654	
		<u>0</u>	<u>0</u>	<u>1,678,654</u>	<u>0</u>

**Explanation:**  
To budget transfer out to Economic Development Authority for purchase of Sears building. Funding to come from fund balance.



DISCUSSION ITEM





Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1207/Fax (405) 739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Honorable Chairman and Trustees

From: Christy Barron, Finance Director

Date: December 12, 2019

Subject: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

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Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.

Christy Barron  
Finance Director



NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
tlyon@midwestcityok.org  
Office: 405.739.1201  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Chairman and Trustees of the Memorial Hospital Authority

FROM: T. Lyon, City Manager

DATE: December 12, 2019

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

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Appropriate information will be dispersed during the meeting. Action is at the Trustees' discretion.

Tim Lyon, City Manager



# MIDWEST CITY SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA FOR December 10, 2019



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City - Government Facebook page.



The recorded video will be available on YouTube and the City's website within 48 hours: [Bit.ly/youtubemwc](http://Bit.ly/youtubemwc).



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.



To make a special assistance request, call 739-1213 or email [bbundy@midwestcityok.org](mailto:bbundy@midwestcityok.org) no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.



The Trustees will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the second floor conference room for dinner, but no Trustee business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the Trustees and staff.





MIDWEST CITY SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

December 10, 2019 - 6:03 PM

A. CALL TO ORDER.

B. CONSENT AGENDA.

1. Discussion and consideration of approving the minutes of the special November 26, 2019 meeting, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: Economic Development Authority Fund, revenue/Transfers In (00) \$1,678,654; expenses/Economic Dev Auth (95) \$1,678,654. (Finance - C. Barron)

C. DISCUSSION ITEM.

1. Discussion and consideration of awarding a contract for construction management to CMS Willowbrook, Inc., in preparation for repairs and tenant improvements for 6909 E. Reno in the amount of 1% of the construction budget for preconstruction phase services and 6% of the cost of work for construction phase services. (City Manager - T. Lyon)

D. NEW BUSINESS/PUBLIC DISCUSSION.

E. EXECUTIVE SESSION.

1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (City Manager - T. Lyon)

F. ADJOURNMENT.



CONSENT AGENDA



Notice for the Special Midwest City Economic Development Authority meetings was filed for the calendar year with the City Clerk of Midwest City 48 hours in advance. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

## **Special Midwest City Economic Development Authority Meeting Minutes**

November 26, 2019 – 6:03 pm

This meeting was held in the Midwest City Council Chambers at City Hall, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 7:46 PM with the following members present: Trustees: Susan Eads, Pat Byrne, Española Bowen, Christine Allen and Jeff Moore with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Sean Reed.

### **EXECUTIVE SESSION.**

- 1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.**

At 7:50 PM, Allen made a motion to recess the meeting, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Reed. Motion carried.

Allen made a motion to enter into executive session, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Reed. Motion carried. Returned to meeting and Trustees entered executive session at 8:08 PM.

At 8:23 PM, Byrne made a motion to return to open session, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Reed. Motion carried. No action was taken for the executive session.

### **DISCUSSION ITEMS.**

- 2. Discussion and consideration of approving the minutes of the special November 12, 2019 meeting, as submitted.** Allen made a motion to approve the minutes, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.
- 3. Discussion and consideration of entering into a contract to purchase Block Two ( 2), of Heritage Park Mall Re -Subdivision of Blocks 3, 4, and 5 of Miracle Mile Addition to the City of Midwest City, Oklahoma (a/ k/ a 6909 E Reno AV) from Transform Saleco, LLC, for One Million, Six Hundred Fifty Thousand Dollars (\$ 1, 650, 000); to authorize payment for the purchase price and Closing costs; and to authorize the Chairman to execute all documents associated with the transaction.** Eads made a motion to approve the contract, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT. There being no further business, Chairman Dukes adjourned the meeting at 8:26 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



**Finance Department**

100 N. Midwest Boulevard  
Midwest City, OK 73110

[cbarron@midwestcity.org](mailto:cbarron@midwestcity.org)

Office: 405-739-1245

[www.midwestcityok.org](http://www.midwestcityok.org)

TO: Honorable Chairman and Trustees  
Economic Development Authority

FROM: Christy Barron, Finance Director

DATE: December 10, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: Economic Development Authority Fund, revenue/Transfers In (00) \$1,678,654; expenses/Economic Dev Auth (95) \$1,678,654.

This supplement is needed to budget purchase of Sears Building and transfer in from Hospital Authority to pay for purchase.

Christy Barron  
Finance Director

# SUPPLEMENTS

**December 10, 2019**

Fund Economic Development Authority (353)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfer In	1,678,654			
95	Economic Dev Auth			1,678,654	
		1,678,654	0	1,678,654	0
<b>Explanation:</b>					
To budget purchase of Sears building. Funding to come from transfer from Hospital Authority.					



DISCUSSION ITEM





**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
office 405.739.1201

## MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, City Manager/Administrator

Date: December 10, 2019

Subject: Discussion and consideration of awarding a contract for construction management to CMS Willowbrook, Inc., in preparation for repairs and tenant improvements for 6909 E. Reno in the amount of 1% of the construction budget for preconstruction phase services and 6% of the cost of work for construction phase services.

In advance of contracting with a potential tenant for the property located at 6909 E. Reno that is owned by the Midwest City Economic Development Authority, this standard AIA Document A133 will award a contract to CMS Willowbrook for construction management. This construction management contract will allow us to enter into negotiations for building improvements for potential economic development prospects.

Staff has reviewed qualifications, conducted interviews, and reviewed proposals and is recommending entering into a contract for construction management services with CMS Willowbrook. At a later date, a Guaranteed Maximum Price proposal will added as an addendum.

CMS Willowbrook is the company who managed the original build of the Reed Conference Center and is currently under contract for the Reed Center addition and the hotel Delta Conversion. In addition, they are currently working with Mid-Del Schools and Rose State College for construction management services for the student union and several other school bond projects.

Staff has compared this amount to previous projects and has determined the price to be very competitive.

Staff recommends approval.

*Tim L. Lyon*

---

Tim Lyon, City Manager/Administrator

Enc. AIA Construction Manager Contract



 **AIA**® Document A133™ – 2009

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

**AGREEMENT** made as of the 10<sup>th</sup> day of December in the year 2019  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status and address)*  
City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, Oklahoma 73110

and the Construction Manager:  
*(Name, legal status and address)*  
CMSWillowbrook, Inc.  
3108 S. 9<sup>th</sup> Street  
Chickasha, Oklahoma 73018

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

Sears Building Renovation for Tinker Air Force Base

The Architect:  
*(Name, legal status and address)*  
Guernsey  
5555 N. Grand Blvd.  
Oklahoma City, Oklahoma 73112

The Owner's Designated Representative:  
*(Name, address and other information)*  
Tim Lyon  
100 N. Midwest Blvd.  
Midwest City, Oklahoma 73110

The Construction Manager's Designated Representative:  
*(Name, address and other information)*  
Cary DeHart  
3108 S. 9<sup>th</sup> Street  
Chickasha, Oklahoma 73018

The Architect's Designated Representative:  
*(Name, address and other information)*

The Owner and Construction Manager agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

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

Init.

## TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

## EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 The Contract Documents

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

#### § 1.2 Relationship of the Parties

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

The Construction Manager (CM) is also the Program Manager (PM). The CM/PM shall integrate the construction process of planning, design, procurement, construction, and activation of the Owner's program. The Architect of Designer's while contractually responsible to the Owner, shall report progress to the CM/PM for compliance with the scope, design, and budgets.

Init.

### § 1.3 General Conditions

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

## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

### § 2.1 Preconstruction Phase

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

#### § 2.1.2 Consultation

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

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

#### § 2.1.4 Phased Construction

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

#### § 2.1.5 Preliminary Cost Estimates

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

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

Init.

### § 2.1.6 Subcontractors and Suppliers

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

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

### § 2.1.8 Extent of Responsibility

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

### § 2.1.9 Notices and Compliance with Laws

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

### § 2.2 Guaranteed Maximum Price Proposal and Contract Time

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

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

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

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

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

Init.

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

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

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

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

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

### § 2.3 Construction Phase

#### § 2.3.1 General

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

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

#### § 2.3.2 Administration

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

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

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

Init.

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

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

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

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

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

#### § 2.4 Professional Services

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

#### § 2.5 Hazardous Materials

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

### ARTICLE 3 OWNER'S RESPONSIBILITIES

#### § 3.1 Information and Services Required of the Owner

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

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

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

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other

Init.

information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

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

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

### § 3.2 Owner's Designated Representative

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

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

### § 3.3 Architect

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

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

## ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 4.1 Compensation

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

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

Init.

1% of the Construction Budget

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

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

**§ 4.2 Payments**

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

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

All payments are per State Statutes

**ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

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

§ 5.1.1 The Construction Manager's Fee:

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

Percentage fee of 6% of the Cost of the Work.

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

7%

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

15% Overhead and Profit

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

§ 5.1.5 Unit prices, if any:

*(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*

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

**§ 5.2 Guaranteed Maximum Price**

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

*(Insert specific provisions if the Construction Manager is to participate in any savings.)*

NA



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

### § 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

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

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

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

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

## ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 6.1 Costs to Be Reimbursed

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

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

### § 6.2 Labor Costs

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

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

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

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

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

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

### § 6.3 Subcontract Costs

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

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

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

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

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

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

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

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

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

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

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

### § 6.6 Miscellaneous Costs

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

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

Init.

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

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

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

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

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

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

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

#### § 6.7 Other Costs and Emergencies

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

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

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

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

#### § 6.8 Costs Not To Be Reimbursed

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

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

Init.

- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

**§ 6.9 Discounts, Rebates and Refunds**

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

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

**§ 6.10 Related Party Transactions**

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

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

**§ 6.11 Accounting Records**

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

**ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

**§ 7.1 Progress Payments**

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

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

Or as mutually agreed to by all parties

Init.

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

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

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

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

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

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

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

Init.

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

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 7.2 Final Payment

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

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

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

As per State Statutes

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

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

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

## ARTICLE 8 INSURANCE AND BONDS

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

Init.

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

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Commercial General Liability:	
Each Occurrence	1,000,000.00
Damage to Rented Premises	\$ 100,000.00
Medical Expense	\$ 5,000.00
Personal & Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products-Completed Operations Aggregate	\$2,000,000.00
Automobile Liability:	\$1,000,000.00 each accident
Combined Single	
Other Coverages:	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$1,000,000.00 aggregate
Worker's Compensation: Provide as per State Law	
Each Accident	\$1,000,000.00
Each Disease - Each Employee	\$1,000,000.00

**ARTICLE 9 DISPUTE RESOLUTION**

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

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

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

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

*(Paragraphs deleted)*

**ARTICLE 10 TERMINATION OR SUSPENSION**

**§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price**

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

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

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

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

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

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

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

#### **§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price**

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

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

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

#### **§ 10.3 Suspension**

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

### **ARTICLE 11 MISCELLANEOUS PROVISIONS**

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

#### **§ 11.2 Ownership and Use of Documents**

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

#### **§ 11.3 Governing Law**

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

Init.



**§ 11.4 Assignment**

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

**§ 11.5 Other provisions:**

If funding for this project is not acquired, and the project is abandoned by the Owner during Pre-Construction Phase, the Construction Manager will waive all compensation for the Pre-Construction services performed.

**ARTICLE 12 SCOPE OF THE AGREEMENT**

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

**§ 12.2** The following documents comprise the Agreement:

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

NA

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

NA

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

Exhibit A – GMP Amendments as approved

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

<p>_____  <b>OWNER</b> <i>(Signature &amp; Date)</i>          Matt Dukes, Mayor  <i>(Printed name and title)</i></p>	<p style="text-align: right;"><i>Cary DeHart</i>      12-2-19</p> <p>_____  <b>CONSTRUCTION MANAGER</b> <i>(Signature &amp; Date)</i>          Cary DeHart, CEO  <i>(Printed name and title)</i></p>
<p>_____  <b>OWNER</b> <i>(Signature &amp; Date)</i>  <i>(Row deleted)</i>          Sara Hancock, City Clerk  <i>(Printed name and title)</i></p>	<p>_____  <b>OWNER</b> <i>(Signature &amp; Date)</i>          Heather Poole, City Attorney  <i>(Printed name and title)</i></p>



NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
tlyon@midwestcityok.org  
Office: 405.739.1201  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: T. Lyon, City Manager

DATE: December 12, 2019

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

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Appropriate information will be dispersed during the meeting. Action is at the Trustees' discretion.

Tim Lyon, City Manager