



**HANGAR 4
Construction Management at Risk Services Agreement**

between

The Oklahoma City Airport Trust

and

JE Dunn Construction Company

Effective Date: March 28, 2024

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CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT

This Construction Management at Risk Services Agreement ("Agreement") is made and entered into by and between the Trustees of the Oklahoma City Airport Trust, ("Trust") and JE Dunn Construction Company ("Construction Manager") a State of Missouri Company registered to do business in Oklahoma.

WITNESSETH:

WHEREAS, the Trust leases, operates, and maintains certain real estate for the benefit of The City of Oklahoma City ("City") known as Will Rogers World Airport ("Airport") which is located in Oklahoma and Cleveland counties; and

WHEREAS, the Trust and AAR Services, Inc. dba AAR Aircraft Services Oklahoma ("AAR"), entered into a Lease and Operations Agreement with the Trust on March 24, 2010, as same may be amended and supplemented thereto ("Lease"), to lease certain buildings and hangars in order to operate as a Fixed Base Operator ("FBO") and as a Maintenance, Repair, and Overhaul ("MRO") aviation services provider at the Airport; and

WHEREAS, AAR requested the Trust to construct a new large triple bay hangar with associated warehouse storage, office, vehicular parking, and other space ("Project"), as further defined herein, for AAR to lease from the Trust to expand its MRO aviation services provided to its commercial passenger airline customers; and

WHEREAS, the State of Oklahoma, through the Oklahoma Department of Aerospace and Aeronautics ("ODAA"), has agreed to provide a grant to the Trust to fund part of the construction of Hangar 4 and AAR has agreed to fund the Trust's remaining construction and other related expenses for Hangar 4; and

WHEREAS, due to the size and complexity of the Project, the Trust issued on December 22, 2023, a Request for Qualifications for the Hangar 4 Construction Management at Risk Services, RFQ-OCAT-2403 ("RFQ") to retain the services of a professional, qualified, and experienced Construction Manager to provide Construction Management at Risk Services for the Project; and

WHEREAS, on January 17, 2024, the Trust received responses to its RFQ and a Selection Committee, appointed by the Director, reviewed, and evaluated the responses and the Selection Committee recommended to the Director that the Construction Manager submitted the best response to meet the needs of the Trust; and

WHEREAS, the Director recommends that the Trust and Construction Manager enter into this Agreement for the Construction Management at Risk Services, more specifically set forth herein.

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

ARTICLE 1. GENERAL PROVISIONS

1.01 Definitions

- A. "Agreement" shall mean this Construction Manager at Risk Services Agreement and any Amendments hereto (including the GMP Amendment as agreed to by the parties and all Exhibits thereto) and includes by reference the Request for Qualifications for the Hangar 4 Construction Management at Risk Services, RFQ-OCAT-2403 ("RFQ") dated December 22, 2023 and all Addenda thereto, the Construction Manager's Response to the RFQ, and all of the Final Plans and Specifications including any drawings identified in the GMP Amendment signed by the parties. In the event of any inconsistency between the RFQ and the balance of the Agreement, the balance of the Agreement shall prevail.
- B. "Allowance" shall mean an agreed to amount that is approved by the parties for certain aspects of the Work to be included by the Construction Manager and included in the GMP Amendment as an estimated amount where the cost could not be determined or calculated at the time the parties executed the GMP Amendment. The GMP Amendment shall identify all agreed upon Allowances and include a description of the Allowances that are included in the GMP.
- C. "Amendment" shall mean a change to the Agreement that is approved in writing by both the Trust and Construction Manager where the Project's Guaranteed Maximum Price, scope of Services, or Work is revised, either by increase or decrease, or there is an agreed upon change in the Substantial Completion or Final Acceptance Date. The term Amendment shall include the GMP Amendment, or amendment thereto, establishing the Guaranteed Maximum Price, the Substantial Completion Date, and the scope of Construction Manager's Services or Work.
- D. "Architect" shall mean the architectural and engineering firm retained for the Project which is Frankfurt-Short-Bruza, P.C..
- E. "Certificate of Substantial Completion" shall mean a letter or certification issued by the Trust upon recommendation by the Architect and Director, indicating the Construction Manager has achieved Substantial Completion of all or a specific phase of construction. Issuance of this certification does not release the Construction Manager from any or all obligations to fulfill the requirements as set out in the Specifications, Agreement or Plans, except as otherwise set forth in the Certificate of Substantial Completion. (See Exhibit M.)
- F. "Complete" shall mean the Construction Services and Work are fully constructed in accordance with the Final Plans and Specifications, passing all final inspection(s) with all corrections made to the satisfaction of all inspectors, the Director's Designee, and the Architect, and a permanent Certificate of Occupancy has been received by the Director's Designee. All remaining warranties (manufacturer's and Construction Manager's) and the Maintenance Bond will go into effect upon Completion.
- G. "Completion Date" shall mean the date that the Project must be Complete and ready

for Final Acceptance of the Project by the Trust which date shall be 60 days after Substantial Completion, unless otherwise agreed to by the parties in written amendment hereto.

- H. “Construction Manager Contingency” shall mean the sum total amount agreed to by the parties and included in the Cost of Work for the Construction Manager’s exclusive use to cover additional Costs that are Costs of Work but are not eligible for an Amendment (including, but not limited to Costs of Work arising from excused by non-compensable delays) under Section 3.04 as more specifically identified in Section 7.01(G).
- I. “Construction Services” shall mean the services described more specifically in Section II of Exhibit A.
- J. “Construction Services Fee” shall mean a percent of the Cost of Work paid progressively to the Construction Manager for its overhead and profit for all of the Construction Services.
- K. “Construction Manager’s Key Personnel” shall mean the Construction Manager’s Representative, Project Executive, Project Director, lead Project Manager, and General Superintendent as more specifically identified in Exhibit C.
- L. “Construction Manager’s Project Team” shall mean all of the Construction Manager’s Key Personnel, its other employees assigned to this Project during Construction Services as more specifically identified in Exhibit C.
- M. “Cost” shall mean the estimated or actual amount paid or incurred by the Construction Manager in connection with the Project. Estimates shall be used to reflect an anticipated Cost until the Construction Manager has paid or incurred an expense and then Cost shall be the amount actually paid or incurred.
- N. “Cost of Work” shall mean the agreed upon amounts, rates or Costs incurred by the Construction Manager in the proper performance of the Work and Services as set forth in Article 7 and excludes the Construction Services Fee.
- O. “Critical Path” shall mean a sequence of activities within the Work for which a delay in any of those activities will impact Substantial Completion or the Completion Date.
- P. “Director of Airports” or “Director” shall mean the person designated by the Oklahoma City Airport Trust to exercise functions with respect to the rights and obligations of the Oklahoma City Airport Trust under this Agreement, or the Director’s designee to the extent such rights and obligations are delegable. Neither the Director nor the Director’s Designee has the authority to bind the Trust to any compensation or funding requirements of the Project unless specifically provided for in this Agreement. See Section 1.05.
- Q. “Director’s Designee” shall mean a representative expressly delegated by the

Director to administrate the day-to-day aspects of the Project. See Section 1.05.

- R. “Effective Date” shall mean March 28, 2024.
- S. “Equipment” shall mean any tool or operable machinery used in the performance of the Construction Services, Work, or Project including tools or operable machinery intended to be incorporated into the Project. Equipment excludes hand tools.
- T. “Final Acceptance” shall mean all of the Project’s Services are Complete to the satisfaction of the Architect and Director, and formal recorded acceptance of the Project is made by the Trust as of the Completion Date.
- U. “Final Plans and Specifications” shall mean all of the drawings, plans, specifications, and reports for the construction of the Project as approved by the Director on behalf of the Trust, as such Final Plans and Specifications may be modified from time to time. The Final Plans and Specifications will be adopted and incorporated herein by reference as Exhibit E and by reference in the GMP Amendment.
- V. “General Conditions” shall mean those reasonable and related Costs of the Construction Manager identified as General Conditions expenses on Exhibit K, all of which are a Cost of Work.
- W. “General Requirements” shall mean those reasonable and related Costs identified as General Requirements expenses as set out on Exhibit K, all of which are a Cost of Work.
- X. “GMP Amendment” shall mean an anticipated Amendment No. 1 to this Agreement to establish the Guaranteed Maximum Price, Substantial Completion Date, Completion Date, and other items as set described in Articles 5 and 6.
- Y. “Guaranteed Maximum Price” or “GMP” shall mean the sum of the Cost of Work and the Construction Manager’s Construction Services Fee.
- Z. “Incidental Work” shall mean Work or Construction Services that are reasonably inferable from the Final Plans and Specifications.
- AA. “Labor” shall mean the manpower used to perform the Work and Construction Services as described in Article 7.
- BB. “Notice to Proceed” shall mean the written notice(s) provided by the Director, on behalf of the Trust, to authorize the commencement of Construction Services as described in Article 9.
- CC. “Preconstruction Services” shall mean the services described more specifically in Section I of Exhibit A.

- DD. "Preconstruction Services Fee" shall mean the lump sum paid monthly to the Construction Manager for all of the Preconstruction Services identified in Section 5.01.
- EE. "Program Manager" or "PM" shall mean Kirkpatrick Program Management, Inc.
- FF. "Project" shall mean Project No. OCAT 2433, "Construction of Hangar 4" to be located at 6135 South Meridian Avenue which shall generally consist of the construction of an approximately 80,000 SF hangar with 3 bays, shop areas, administration/office space, warehouse storage space, vehicular parking, fuel storage shed construction, exterior site improvements and other elements as specified in the Final Plans and Specifications.
- GG. "Punch List" shall mean a detailed list of incomplete, deficient, or unsatisfactory Construction Services or element of the Work, which includes the Architect's good faith estimated cost to complete each and every item on the list.
- HH. "Retainage" shall mean a dollar amount not to exceed five percent (5%) of the total contract amount, including all addendums, amendments, modifications, or extra Work, which is withheld from payment to the Construction Manager and retained by the Trust up to 50% of the construction progress. Upon Construction Manager's completion of 50% of the Construction Services and Work, the Trust shall release 50% of all Retainage previously withheld from Construction Manager progress payments and shall only withhold 2.5% in retainage from progress payments submitted thereafter.
- II. "Services" shall mean the provision of the services and all the activities specified, indicated, shown or contemplated in the Agreement and construction contract documents to construct the Project, including, but not limited to, all Labor, materials, tools, Equipment, Incidental Work, permits, and includes all of the Preconstruction Services and Construction Services related to Project which are more specifically described in Exhibit A to be performed in accordance with the best practices and in the best interest of the Trust.
- JJ. "Subcontractor" shall mean any qualified trade partner receiving an award as a lowest and best bidder by the Trust and has a direct contract with the Construction Manager to perform a portion of the Construction Services at the Project site.
- KK. "Subcontract Costs" shall mean payments made or owed by the Construction Manager to a Subcontractor.
- LL. "Substantial Completion" shall mean a point in the Project and Construction Services when all or an agreed upon portion or phase of the Work is sufficiently complete in accordance with the Final Plans and Specifications so that the Trust can occupy and utilize the Work for its tenant's intended purpose as reasonably determined by the Trust, Trust's tenant's, and Construction Manager and one hundred fifty percent (150%) of the estimated cost to finish all outstanding Punch List items do not exceed the amount of Retainage being withheld by the Trust. To

have Substantial Completion, the Trust's tenant and their subtenant shall be able to occupy or utilize all portions of the Project for their intended use at the time of Substantial Completion. All manufacturer's warranties for the portions of the Work that meet this Substantial Completion requirements go into effect upon the date of Substantial Completion. The required date of Substantial Completion shall be established in the GMP Amendment.

- MM. "Trade Bid(s)" shall mean the bidding documents and response(s) received from the Subcontractor bidder(s) in response to bid packages advertised by Construction Manager in compliance with the Public Competitive Bid Act of 1974, 61 O.S. §101 *et seq.*, and as otherwise may be required by the Federal Aviation Administration or the Trust to comply with its obligation for the operations of the Airport.
- NN. "Trust's Project Team" shall mean the Director, Director's Designee, Program Manager, and the Architect.
- OO. "Warranty" shall mean an assurance, promise, or guaranty from the Construction Manager or a manufacturer that the item supplied, Work, or Service is free of defective workmanship or materials (except for defects inherent in the quality of the materials required or permitted by the Final Plans and Specifications) and constructed in accordance with the Final Plans and Specifications . A warranty is separate from a Maintenance Bond and a Construction Manager's warranty requirement is separate from a manufacturer's warranty. The Construction Manager's warranty for the entire Project shall be as described in Exhibit B.
- PP. "Work" shall mean all the Labor, materials, Equipment, and Services provided or to be provided by the Construction Manager or Subcontractors to fulfill the Construction Manager's Services obligations as described in Exhibit B.

1.02 Commencement of the Services

This Agreement and the Preconstruction Services shall commence upon the Effective Date. The Construction Services shall commence upon the Construction Manager's receipt of a Notice to Proceed with Construction Services from the Director following the parties' execution of the GMP Amendment. This Agreement shall remain in effect until the Completion Date, unless terminated earlier as set forth herein.

1.03 Major Construction Milestones

The parties agree that time is of the essence for this contract. The dates set forth below are anticipated dates and not guaranteed by the Parties until the GMP Amendment. Any changes to the date for Substantial Completion established by Amendment No. 1 to this Agreement to establish the GMP must be agreed to in writing by the parties through an amendment hereto.

Milestone	Date
100% Design	March 1, 2024
Bids Packages out	Anticipated April 2024

Trade Partner Bid Awards	Anticipated May 23, 2024
Amendment No. 1 for GMP	Anticipated May 2024
Notice to Proceed with Construction Services	Anticipated June 2024
Substantial Completion for the Project	TBD at GMP Amendment but anticipated December 1, 2025
Final Acceptance Documentation	Anticipated February 1, 2026
Final Acceptance Approved by Trust	Anticipated by February 26, 2026

1.04 Preliminary Construction Budget
Approximately \$35,440,962.90

The Construction Manager is aware that the actual construction of the Project is dependent upon receipt of a grant from the ODAA. The Trust shall provide Construction Manager with reasonable evidence that the ODAA grant has been received and all other funding necessary to complete the project is in place as a condition precedent to the commencement of Construction Services. The Construction Manager understands that the Trust cannot apply for or provide reasonable evidence that the ODAA grant has been received until the GMP Amendment is approved by the parties.

Notwithstanding any provision of this Agreement to the contrary, Construction Manager does not guarantee any estimate, date, or schedule except the Guaranteed Maximum Price, date of Substantial Completion, and the Completion Date set forth in the GMP Amendment, as adjusted in accordance with this Agreement.

1.05 Representatives
For the Trust:

Jeff Mulder
Title: Director of Airports/OCAT General Manager
7100 Terminal Drive, Unit 937
Oklahoma City, OK 73159
jeffrey.mulder@okc.gov
(405) 713-6000

Director's Designee: John Storms, PE
Title: Planning and Development Manager
Email: john.storms@okc.gov
Phone: (405) 316-3201
Mobile: (405) 623-3020

For the Construction Manager*: Marshall Frey
Project Director
JE Dunn Construction Company
675 Bering Drive, Suite 700
Houston, Texas 77507
marshall.frey@jedunn.com
(281) 386-7556

For the Architect:

Casey West
FRANKFURT-SHORT-BRUZA ASSOCIATES,
P.C.
5801 Broadway Extension, Suite 500
Oklahoma City, OK, 73118
Cwest@fsb-ae.com
(405) 840-2931

For the Program Manager:

Jay Kirkpatrick
Kirkpatrick Program Management, Inc.
1819 Huntington Avenue
Nichols Hills, Oklahoma 73116-5512
ATTN: Jay Kirkpatrick
Email: jkirkpatrick@kirkpatrickpm.com
Phone: (405) 245-9375

*The Construction Manager's Representative shall not change without ten calendar days' prior notice to the Trust's Representative, Architect, or the Program Manager.

1.06 Communications

Communications with the Trust will be only through, or as directed by, the Director's Designee or Director. The Construction Manager understands that the Project is being constructed to the Trust Specifications but with input from the Trust's tenant's anticipated needs; however, the Construction Manager shall only respond to instructions provided by the Director or the Director's Designee. Any requests to the Construction Manager by AAR shall be presented to the Director's Designee for prior consideration. The Construction Manager and the Construction Manager's Key Personnel shall furnish efficient construction management, business administration, and superintendence and perform the Services in the best and most economical manner.

1.07 Construction Manager's Key Personnel

The Construction Manager shall provide the Construction Manager's Key Personnel as identified in Exhibit C. Construction Manager is solely responsible for the actions, non-action, omissions, and performance of the Construction Manager's Key Personnel and Construction Manager's Subcontractors and to ensure the timely provision and performance of the Work and Construction Services and the timely delivery of Project. The Construction Manager will ensure the Construction Manager's Key Personnel and all of its Subcontractors are competent, qualified, and fully understands the Project, Work and Construction Services to be provided and as defined in Exhibit A, this Agreement's deliverables, this Agreement's performance schedule, and the Trust's goals and purposes. The Construction Manager will be solely responsible for ensuring the Construction Manager's Key Personnel is adequately trained, instructed, experienced, and managed, so Construction Manager timely and satisfactorily meets this Agreement's obligations. The Construction Manager may not change the Construction Manager's Key Personnel without prior written consent of the Director's Designee. The Construction Manager shall notify the Director's Designee and seek pre-approval of any substitutions or changes in Construction Manager's Key Personnel.

1.08 Subcontractor Requirements

Where applicable, Subcontractors must be prequalified by the City and the Construction Manager and hold any necessary licenses from State or local authorities. See also Article 14. The Trust's prequalification requirements for Subcontractors are attached as Exhibit Q.

1.09 Exhibits

The following Exhibits are incorporated into this Agreement. Should there be a conflict in language, terms, conditions, or provisions, between this Agreement and any of the Exhibits, then the text of the Agreement shall govern and control over any conflicting Exhibit language. Should there be a conflict in language, terms, conditions, or provisions, among the Exhibits the conflict shall be resolved in the following order of priority and precedential value as set forth below, except that Exhibit F shall have the lowest priority and precedential value notwithstanding its position in the list below, and the GMP Amendment and its Exhibits shall share the same priority as Exhibit D:

Exhibit A – Services

Exhibit B – CMAR General Conditions

Exhibit C – Construction Manager's Key Personnel

Exhibit D – GMP Calculation Template

Exhibit E – Final Plans and Specifications (to be attached by Amendment)

Exhibit F – Request for Qualifications, Addenda, and Construction Manager's RFQ Response (by reference only)

Exhibit G – Anti/Non-Collusion Affidavit

Exhibit H – Nondiscrimination Certificate

Exhibit I – Certification Regarding Tax Delinquency and Felony Convictions

Exhibit J – Form of Certificate of Insurance

Exhibit K – General Conditions/General Requirements Cost Matrix

Exhibit L – Form of Bonds

Exhibit M – Certificate of Substantial Completion Form

Exhibit N – CMAR Special Conditions

Exhibit O – Construction Manager's Rental Rates

Exhibit P – Construction Manager's Personnel Rates

Exhibit Q – The Trust's Subcontractor Prequalification Requirements

Exhibit R – Claim Voucher

Exhibit S – Release

Exhibit T – Business Relations Affidavit

ARTICLE 2. GENERAL PROVISIONS

2.01 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement, and covenants with the Trust to furnish its professional skill and judgment and to cooperate with the Trust's Architect and Program Manager in furthering the interests of the Trust. The Construction Manager shall furnish construction administration, management services, supervision, an adequate supply of Workers and materials and use the Construction Manager's best efforts to perform the Services and delivery of the Project in an expeditious and economical manner consistent with the interests of the Trust.

The Construction Manager and Construction Manager's Project Team are an independent Construction Manager, will act exclusively as an independent Construction Manager, and is not an agent or employee of the Trust in performing the duties in this Agreement. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent Construction Manager relationship. All payments to the Construction Manager pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if the Services of Construction Manager are performed outside the State of Oklahoma.

The Trust shall endeavor to promote harmony and cooperation among the Trust, Architect, PM, Construction Manager and other persons or entities. The Construction Manager is a representative, not an employee or agent, of the Trust, PM, or Architect. The Construction Manager will utilize its professional skill in furthering the Project to furnish all Services efficiently and in an expeditious and economical manner consistent with the Trust's interests.

2.02 General Conditions

A. Preconstruction General Conditions

The General Conditions applicable to the Preconstruction Services phase are included in the CMAR General Conditions attached here to as Exhibit B.

B. Construction General Conditions

For the Construction Phase, the General Conditions of the contract shall be the Trust's CMAR General Conditions attached hereto as Exhibit B.

2.03 Rules and Procedures

Construction Manager shall observe and comply with any and all present and future requirements of the constituted public authorities and with all federal, state, or local laws, policies, codes, administrative regulations, and standard rules applicable to Construction Manager or Trust including by way of example, but not of limitation, all general rules and regulations promulgated from time to time by the Director in connection with the administration of the Airport. If there any requirements, laws, policies, codes, administrative regulations, or standard rules change after the date the parties execute the GMP Amendment, and such change increases the Cost of the Work or delays the date of Substantial Completion, the Construction Manager shall be entitled to an equitable adjustment in the GMP and the date of Substantial Completion agreed to in the GMP Amendment.

ARTICLE 3. CONSTRUCTION MANAGER'S SERVICES AND RESPONSIBILITIES

3.01 Generally

The Construction Manager is hereby engaged and retained by the Trust to timely deliver to the Trust a Complete Project under a Construction Manager at Risk delivery model. The Construction Manager shall provide the Services identified in Exhibit A and in compliance with Exhibits B and N. Compensation for Services will be as identified in Article 5.

3.02 Delays in Critical Path Delivery

If the Construction Manager is delayed at any time in the commencement or progress of Critical Path Work by (a) an act or omission of the Trust or Architect or their employees, a separate contractor of the Trust or Architect, or any person or entity for which any of them are legally responsible ; (b) changes ordered in the Work ; (c) labor disputes, fire, unavoidable casualties, adverse weather conditions (in accordance with the Exhibit B Paragraph 5.07 (B)), or other caused beyond the Contractor's reasonable control; (d) hazardous materials not brought to the Project site by Construction Manager or its Subcontractors as described in Section 19.06, (e) changes in laws, rules, or regulations as set forth in Section 2.03, (f) delays in delivery of materials or Equipment, provided the delay is not due to the Construction Manager's or a Subcontractor's failure to timely order the correct material, or (g) concealed or unknown conditions in accordance with Section 3.05 of Exhibit B, then the date of Substantial Completion shall be equitably adjusted provided that Construction Manager.

Notwithstanding any provision of this Agreement to the contrary, Construction Manager is also entitled to an equitable adjustment of the GMP for any delay in the performance of Critical Path Work resulting from all causes defined above, except for Critical Path delays resulting from the causes defined in (c) and (f) above. When the delay is caused by items identified in (c) or (f) above, then the Construction Manager's sole remedy for the first 45 days of delay, in the aggregate, resulting from one or more occurrences of (c) and/or (f) shall be an extension of the Substantial Completion Date. After the date of Substantial Completion has been delayed by more than 45 days in the aggregate by one or more occurrences of (c) and/or (f), then the Construction Manager shall be entitled to an equitable adjustment in the GMP for all additional Costs of Work incurred or to be incurred as result of each additional day of delay resulting from (c) and/or (f).

Construction Manager shall endeavor to include its change order requests a date by which the parties must execute and approve an Amendment to avoid a delay to the Critical Path. The Trust shall approve and execute all Amendments in a timely manner, and take all other action within its control, so as not to delay the Critical Path.

Construction Manager must utilize all commercially reasonable efforts, which are consistent with accepted practices in its industry, to mitigate the impact of any delay and shall likewise continue with or to resume the performance of its obligations, as soon as practicable.

3.03 Additions to Scope of Work or Services

Subject to Section 4.02 Construction Manager shall not perform any changed or extra Work or Service of any kind, nature, or character unless such Work or Service is first approved in writing by the Trust.

3.04 Amendment

This Agreement may be modified only by a written amendment of subsequent date hereto and approved by the Trust and the Construction Manager. Amendments may be for: (a) changes to the Work or Services that are not Incidental Work; (b) when reasonably require for additional time to complete the Work for circumstances identified in Section 3.02; or (c) adjustments to the GMP.

3.05 Design Errors and Omissions

Notwithstanding any provision of this Agreement to the contrary, the Construction Manager is not responsible for (a) errors, omissions, or inconsistencies in the Architect's services or deliverables, or in the Final Plans and Specifications, or (b) any failure of the Architect's services or deliverables or the Final Plans and Specifications to comply with laws, codes, rules, regulations, or requirements. The Construction Manager shall, however, notify the Trust and the Architect of any such error, omissions, inconsistency, or non-compliance discovered by or made known to the Construction Manager before proceeding with the Services or Work affected thereby.

ARTICLE 4. TRUST'S RESPONSIBILITY

4.01 Information and Services

- A. The Trust, by and through the Director or the Director's Designee, shall provide information in a timely manner regarding the requirements for and limitations of the Project, including the Trust's objectives, constraints and criteria, space requirements and relationships, flexibility and expandability requirements, special Equipment and systems, and site requirements.
- B. The Trust, by and through the Director or the Director's Designee, shall establish and update an overall budget for the Project, based on consultation with the Construction Manager, PM, and Architect.
- C. In the Preconstruction Phase, the Trust, by and through the Director or the Director's Designee, shall furnish the following with reasonable promptness and at the Trust's expense.
 - i. Reports, surveys, drawings, and tests concerning the conditions of the site.
 - ii. Surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a written 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; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining 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 information on the survey shall be referenced to a project benchmark.
 - iii. The services of a geotechnical engineer when such services. Such services shall include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

- iv. Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.
 - v. The services of other Architects when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.
- D. Construction Manager is entitled to rely on the accuracy, adequacy, and completeness of all information, services and documentation provided by, through or under the Trust for all purposes.

4.02 Trust's Designated Representative

The Trust's Director and Director's Designee has limited authority to make decisions on behalf of the Trust as set forth in the Agreement. Decisions by these designated representatives shall be rendered promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. The Trust's Director only has the authority to bind the Trust to the expenditure of money as set forth in this Agreement. Except as otherwise stated in this Agreement, any changes that necessitate an Amendment to this Agreement such as an increase in the Cost of Work, GMP, date of Substantial Completion, Completion Date, or Construction Service Fees, must be approved by the Trust. Any changes to the GMP approved by the Director in writing up to \$50,000 shall be fully binding upon the Trust without further ratification.

In accordance with 60 O.S. §176(H), 61 O.S. §130, Section 10-24 Oklahoma City Municipal Code, 2020, and the Trust's Indenture, the Director is empowered to employ in all cases of an emergency any measure of control as deemed necessary to mitigate a hazard which endangers life and property. Any actions and decision by the Director pursuant to this paragraph when acting pursuant to his emergency authorities are fully binding upon the Trust without further ratification.

4.03 Architect

The Trust will cause the necessary Architectural Services for the Project to be provided.

ARTICLE 5. COMPENSATION

5.01 Preconstruction Services Fee

During Preconstruction Services phase as described in Exhibit A, the Construction Manager shall be compensated as follows:

LUMP SUM: \$443,830.48 for Preconstruction Services. During the Preconstruction Services, the payments will be progressive with the value of services provided. Construction Manager shall invoice the Trust monthly for the portion of the Preconstruction Services Fee earned each month. Trust shall pay Construction Manager in accordance with the Oklahoma's Fair Pay for Construction Act (61 Okl. St. §221, et seq).

The parties reasonably anticipate that the Preconstruction Services phase will end approximately

June 10, 2024 with the issuance of a Notice to Proceed with Construction Services by the Director; provided however, such date is dependent, in part, upon the parties timely performing their respective obligations during the Preconstruction Services phase. If Construction Manager is requested to provide services during the Preconstruction Services phase other than those described in Exhibit A and not otherwise reasonably considered Incidental Work thereto, the Pre-Construction Phase Fee shall be equitably adjusted. In addition, if, through no fault of the Construction Manager, Construction Manager is requested or required to perform Preconstruction Services other than executing Subcontracts agreements beyond June 10, 2024, the Preconstruction Services Fee shall be equitably adjusted.

5.02 Construction Services Fee

During Construction Services phase, the Construction Manager shall be compensated for all Work and Services based on the actual Cost of Work plus a Construction Services Fee equal to five and one-half percent (5.5%) of the Cost of Work used to establish the GMP, subject to the maximum established in Section 5.03. The Cost of Work shall be as described in Article 7. The payment of the Construction Services Fee shall be progressive along with the amount of Work and Services that are complete.

The Construction Manager's Construction Service Fee shall be increased or decreased by an amount equal to five and one-half percent (5.5%) of the Cost of any change in the Work or Cost of Work.

5.03 Liquidated Damages

Both the Trust and the Construction Manager expressly agree that time is of the essence with respect to this Agreement. The Trust's current agreement with its tenant is that the tenant shall have the Project fully Complete no later than January 31, 2026, for its subtenant to fully occupy and use all of the Project components unless such other arrangements are made between the Trust and its tenant. Construction Manager does not guarantee Completion by January 31, 2026. Substantial Completion must be achieved by the Construction Manager by the date agreed upon in the GMP Amendment. Any failure on the part of the Trust to timely object to the time of performance shall not waive any right of the Trust to object at a later time. Should the Project not achieve Substantial Completion by the established Substantial Completion date set out in the GMP Amendment, as adjusted in accordance with Section 3.02, the Construction Manager agrees to have liquidated damages, not a penalty, of \$2,000.00 per calendar day deducted or withheld from payments owed to the Construction Manager beginning the first day after the Substantial Completion date and continuing for each calendar day thereafter until the Project achieves Substantial Completion. In the event the Project is not Complete sixty (60) days after Substantial Completion, then liquidated damages in the amount stated above shall run from the 60th day after the Substantial Completion date to the Completion Date; provided, however, if the Trust or its tenant is not actually damaged as a result of the delay in the completion of the Project, liquidating damages shall not be assessed. In this regard, the Construction Manager understands that the Trust's tenant will be impacted significantly in its operations if the Project is not timely delivered, and the parties agree that this per day fee is a reasonable amount for liquidated damages. In no event shall the Construction Manager be liable for liquidated damages in excess of 75% of the Construction Services Fee in the aggregate.

ARTICLE 6. GUARANTEED MAXIMUM PRICE

6.01 Time of Proposal and Contents

When the Final Plans and Specifications are sufficiently complete, and after the award of the subcontracts to Subcontractors by the Trust, the Construction Manager shall propose a detailed and itemized GMP which shall be the sum of the anticipated total of all of the Costs of Work and the Construction Service Fee.

6.02 GMP Submittal

The Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

- A. A list of the Final Plans and Specifications, including all drawings and addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.
- B. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Final Plans and Specifications.
- C. The proposed Guaranteed Maximum Price including a statement of the estimated Cost organized by trade categories based on the award of contracts to the trade Subcontractors, Allowances, Construction Manager Contingency, General Conditions, and General Requirement, and other Costs of Work as calculated on Exhibit D. The GMP should include:
 - i. The subcontract award amount and the self-performance costs. If the Construction Manager anticipates any change to the amounts awarded by the Trust, the Construction Manager shall identify separately the reason and reflect such change in the GMP.
 - ii. The Construction Manager's GMP shall include the total estimated amount for all General Conditions and General Requirements defined in Exhibit K.
 - iii. A list of each Allowances, the amount for each Allowance, and a statement for their basis with an itemized description.
 - iv. The total amount for Construction Manager Contingency.
 - v. The date of Substantial Completion and the Completion Date(or number of days after Substantial Completion that the Project will be fully Complete) upon which the proposed Guaranteed Maximum Price is based, and a work schedule to show how Substantial Completion and Completion dates will be met. Construction Manager acknowledges that the Trust's goal is for the GMP Amendment to establish a date of Substantially Completion on or before December 1, 2025 (or an equivalent duration).
 - vi. A date by which the Trust must accept the Guaranteed Maximum Price and

amend this Agreement. The Construction Manager understands that such date shall be coordinated with the Director in advance to ensure proper submission and adequate time for approval of an amendment to this Agreement by the Trust.

6.03 Discrepancies in the GMP

The Construction Manager shall meet with the Director, Director's Designee, PM or Architect to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that any inconsistencies or inaccuracies in the information presented is discovered, the Construction Manager will be promptly notified and shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

6.04 Cost or Expenses prior to GMP Amendment

Prior to the Trust's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any Cost to be reimbursed as part of the Cost of Work, except as the Trust may specifically authorize in writing.

6.05 GMP Guaranty and Changes to the GMP

Upon approval of the GMP Amendment, the Construction Manager guarantees to the Trust that the total of the Cost of Work, and the Construction Services Fee shall not exceed the GMP as the same may be adjusted by written amendment by the parties in accordance with this Agreement. To the extent that any of the Cost of Work and the Construction Service Fees exceeds the agreed upon GMP as adjusted, those Costs shall be paid by the Construction Manager without any reimbursement by the Trust to the Construction Manager. Notwithstanding any breakdown provided in the GMP proposal or GMP Amendment, or any provision of this Agreement to the contrary, the GMP is not a "line item" GMP. The Construction Manager only guarantees the GMP number as a whole. The Construction Manager does not guarantee any individual line item within the GMP including, but not limited to, Construction Manager's estimate of its General Conditions and General Requirements costs. Except for Construction Manager Contingency and any Allowances, Construction Manager may utilize savings realized in any line item(s) of the GMP to offset cost overruns in any other line item(s) of the GMP provided the change order and amendment limits of the Competitive Bidding Act are complied. Once the GMP has been approved by both parties, neither the GMP nor the date of Substantial Completion shall be adjusted, except as provided in Section 3.04 and as agreed to by the parties.

6.06 Changes in Subcontractor's Scope of Work.

Construction Manager may allow a Subcontractor to include a total mark-up of 15% for overhead (10%) and profit (5%) on any Amendment, Allowance, or when using the Construction Manager Contingency. Any Subcontractor change order that would cause the GMP or an Allowance to increase requires the Trust's approval.

6.07 Amendments to the Final Plans and Specifications

The Trust shall authorize and cause the Architect to revise the Final Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Amendment. The Architect for the Project shall decide the meaning and intent of any portion of the Final Plans and Specifications, and of any

drawings where the same may be found obscure or be in dispute; provided, however, if the Architect's decision causes an increase or decrease in the Construction Manager's cost of, or time required for, the performance of part of the Construction Services or Work, Construction Manager may request an equitable adjustment of the Guaranteed Maximum Price, Substantial Completion Date, or both. Such revised Final Plans and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Trust, Architect, PM, and Construction Manager. The Construction Manager shall promptly notify the Architect, PM, and Director's Designee if such revised Final Plan and Specifications are inconsistent with the agreed-upon assumptions and clarifications. In the event that any changes necessitate the approval of a permitting agency, the Notice to Proceed with the construction of the Project may be delayed, and the GMP and the Substantial Completion Date shall be equitably adjusted.

6.08 Allowances

The Director may approve any Work to be completed on an Allowance up to the amount of the approved Allowance in the GMP Amendment. The Construction Manager shall not, and is not required to, exceed the estimated cost of an Allowance until approval of a written Amendment increasing the GMP to cover the actual cost of the Allowance. Any used Allowance becomes Cost of Work for purposes of calculating the Construction Manager's Service Fee. If Costs are less than the approved Allowance, such Allowance savings and a reduction in the Construction Manager's Service Fee shall accrue to the benefit of and a credit to the Trust in the final accounting for the Project at Final Acceptance. Allowances in the GMP Amendment are estimates only and are not guaranteed by the Construction Manager. Actual Costs for an Allowance may be more or less than stated estimated Allowances.

ARTICLE 7. COST OF WORK

7.01 Included in the Cost of Work

A. Construction Manager's Labor Costs

- i. Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Director's prior approval, at off-site workshops.
- ii. Wages or salaries of the Construction Manager's supervisory and administrative personnel for staff assigned to the Project, for that portion of their time attributable to the Work, at the burdened Personnel Rates set forth in Exhibit P.
- iii. Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, 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.
- iv. Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective

bargaining agreements, customary benefits such as sick leave, medical and health benefits, insurance, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.01(A)(i) through 7.01(A)(iii).

- v. The Personnel Rates set forth in Exhibit P are the burdened hourly rates current as of the date of the Agreement and will be adjusted periodically as described on the Exhibit.

B. Subcontract Costs

Payments made by the Construction Manager to Subcontractors and consultants in accordance with the requirements of this Agreement.

C. Costs of Materials and Equipment Incorporated in the Completed Construction

- i. Costs, including transportation and storage at the site, of materials and Equipment incorporated, or to be incorporated, in the completed construction.
- ii. Costs of materials described in the preceding Section C(i) in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Trust's property at the completion of the Work or, at the Trust's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Trust as a deduction from the Cost of Work.

D. Costs of Other Materials and Equipment, Temporary Facilities, and Related Items

- i. Costs of transportation, storage, installation, dismantling, maintenance, 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.
- ii. 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 the Costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rental charges for vehicles operated by employees of Construction Manager for that portion of time attributable to the Project and reasonable Costs of minor repairs, maintenance, oil and fuel. Rates and quantities of Equipment owned by the Construction Manager shall be subject to Construction Manager's rate schedule, attached as Exhibit O. The rental rate of any such Equipment may

not exceed ninety percent (90%) of the local market rate of any comparable item.

- iii. Costs of removal of debris from the site of the Work and its proper and legal disposal.
- iv. Costs of the Construction Manager's site office, including general office equipment and supplies.
- v. Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Director Designee's prior approval.

E. Miscellaneous Costs

- i. Amounts for: (a) Construction Manager's insurance coverage program, including, but not limited to, General Liability Insurance and other insurance at the rate of one and seventeen hundredths percent (1.17%) of the Cost of Work; (b) Premiums for Construction Manager's Payment and Performance Bonds; and (c) Premiums for Builders' Risk insurance, and (d) premiums for Subcontractor Payment and Performance Bonds to extent not included in the Subcontractor's Subcontract contract amount.
- ii. Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.
- iii. Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by this Agreement to pay.
- iv. Fees of laboratories for tests required by this Agreement; except those related to defective or nonconforming Work.
- v. Royalties and license fees paid for the use of a particular design, process, or product, required by the Final Plans and Specifications.
- vi. Costs for communications services, electronic equipment, and software, actually used in the performance of the Work, including web-based collaboration tools only when used for distributing Project information.
- vii. Costs of document reproductions and delivery charges for the Project.
- viii. Intentionally Deleted.
- ix. Intentionally Deleted.
- x. That portion of the reasonable expenses of (a) the Construction Manager's Key Personnel incurred while traveling to Oklahoma in discharge of duties connected with the Work, and (b) any Construction Manager personnel

while traveling outside of the Oklahoma City Metropolitan Statistical Area (consisting of Canadian, Cleveland, Grady, Lincoln, Logan, McClain, and Oklahoma counties) in discharge of duties connected with the Work or the Construction Services or the Work. Such costs shall be reimbursed in accordance with the Travel Policies adopted by the Trust.

F. Other Costs

- i. Other Costs incurred in the performance of the Work, with the Director or Trust's prior approval.
- ii. Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, unless Construction Manager or its Subcontractors caused the emergency.
- iii. Costs to repair damaged Work or Construction Services, but only if (a) Construction Manager itself did not cause the damage, (b) Construction Manager cannot identify the Subcontractor or other party that caused the damage, and (c) Construction Manager is unable to recover the cost of the repair from insurance, sureties, Subcontractors, suppliers, or others.
- iv. Any other Cost identified as General Conditions or General Requirements cost in Exhibit K.

G. Construction Manager's Contingency

- i. Construction Manager shall notify the Director's Designee and the PM before it intends to use any Construction Manager Contingency amount and must secure Director's advance written approval (which approval shall not be unreasonably delayed or withheld) for any withdrawals exceeding \$50,000 for any one use or any combined use for a single purpose from the Construction Manager Contingency. Construction Manager cannot split the procurement of activities, Equipment, materials, Work, or Construction Services to avoid the \$50,000 withdrawal threshold or to avoid competitive bidding requirements. If the Construction Manager requests to exceed the overall amount for the Construction Manager Contingency line item included in the Cost of Work, then Trust approval must be obtained. The Construction Manager's Contingency shall not be used for additional Costs of Work for which Construction Manager is entitled to an Amendment.
- ii. Construction Manager shall include with its monthly Claim Voucher to the Trust an accounting of the Construction Manager Contingency showing the amount(s) of Construction Manager Contingency funds utilized that month and the purposes of which such funds were used.
- iii. If the Construction Manager Contingency is not fully spent when the Project is Complete, the remaining balance of the Construction Manager Contingency or any corresponding Construction Manager's Service Fees if

previously applied shall accrue to the benefit of and be applied as a credit to the Trust in the final accounting for the Project at Final Acceptance.

7.02 Services or Work Not Subject to Reimbursement

The Trust shall not be responsible for the payment of any Cost to the Construction Manager or Subcontractor in the following circumstances:

- A. Except as otherwise provided in Section 7.01, Costs to repair or correct damage or nonconforming Work or Services caused by the Construction Manager or Subcontractor.
- B. Overhead, profit, and general expenses, except as may be expressly included in the Construction Services Fee.
- C. The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
- D. Rental Costs of machinery and Equipment, except as specifically provided herein.
- E. Costs due to the negligence of the Construction Manager or a Subcontractor, or due to the failure of the Construction Manager or Subcontractor to fulfill a specific responsibility to the Trust as set forth in this Agreement.
- F. Any Cost not specifically and expressly described in Section 7.01.
- G. Costs which would cause the Guaranteed Maximum Price to be exceeded.

7.03 Discounts, Rebates, or Refunds

Cash discounts obtained on payments made by the Construction Manager to Subcontractors shall accrue to the Trust and be reflected in the Cost of Work. Amounts which accrue to the Trust in accordance with this section shall be credited to the Trust as a deduction from the Cost of Work.

ARTICLE 8. PAYMENTS

8.01 Progress Payments

Based upon a proper and timely submitted Claim Voucher in the form attached as Exhibit R to the Director's Designee by the Construction Manager and a Certificate for Payment issued by the Architect, the Trust shall make progress payments for Work or Services performed to date by the Construction Manager.

- A. The period covered by each Claim Voucher shall be one calendar month ending on the last day of the month, or as mutually agreed upon by all parties.
- B. The Claim Voucher and all supporting documentation must be received by Director's Designee and Trust's Accounts Payable not later than the Trust's required deadline for the month covered by the Claim Voucher submission. The terms "supporting documentation" and "supporting detail" in reference to Claim

Vouchers and Applications for Payment submitted with the Construction Manager's Claim Voucher for payment shall mean (a) Construction Manager's job cost report, (b) first tier Subcontractor invoices or applications for payment, (c) first tier supplier invoices for materials and Equipment purchased directly by Construction Manager for the Project, (d) and first-tier Subcontractor interim lien waivers conditioned on receipt of payment, (e) pictures of stored material, if applicable, and (f) other documentation reasonably requested by Director's Designee; provided, however, "forced account" billing shall not be required.

- C. All payments will be made to the Construction Manager in accordance Oklahoma's Fair Pay for Construction Act (61 O.S. §221, et seq).
- D. Each Claim Voucher shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Agreement. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Services 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 or Trust may require. This schedule, unless objected to by the Architect or the Trust, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- E. The Schedule of Values shall show the percentage completion of each portion of the Work as of the end of the period covered by the Claim Voucher. The percentage completion shall be the percentage of that portion of the Work which has actually been completed.
- F. The amount of each progress payment shall be computed as follows:
 - i. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage 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; provided however, Construction Manager shall include and be paid for all of its insurance and bonds in its first Claim Voucher or Application for Payment submitted after execution of the GMP Amendment.
 - ii. Add that portion of the GMP 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 Trust, suitably stored off the site at a location agreed upon in writing.
 - iii. Add the Construction Services Fee for the month. The Construction Services Fee shall be an amount which bears the same ratio as the Cost of Work that the Claim Voucher bears.
 - iv. Subtract the aggregate of previous payments made by the Trust.

- v. Subtract the shortfall, if any, indicated by the Construction Manager in the Subcontractor Applications for Payment required by substantiate prior Applications for Payment or Claim Vouchers, or resulting from errors subsequently discovered by the Trust's accountants in such documentation.
 - vi. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment.
 - vii. Subtract Retainage. (See Section 8.07)
- G. In taking action on the Construction Manager's Claim Voucher, 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 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 Agreement.

8.02 Final Payment

Final payment shall be made by the Trust to the Construction Manager when: (a) the Project is Complete and the Agreement has been fully performed by the Construction Manager; (b) a final Claim Voucher and a final accounting for the Cost of Work have been submitted by the Construction Manager and reviewed and approved by the Architect, PM, and Trust; (c) all auditable items are verified; (d) a Release has been provided by the Construction Manager in the form of Exhibit S; (e) all warranties have been provided to the Trust; and (f) Final Acceptance of the Project by the Trust.

- A. The amount of the final payment shall be calculated as follows:
 - i. Take the sum of the Cost of Work substantiated by the Construction Manager's final accounting and the Construction Services Fee, but not more than the Guaranteed Maximum Price.
 - ii. Subtract amounts, if any, for which the Architect or Trust withholds, in whole or in part.
 - iii. Subtract the aggregate of previous payments made by the Trust.
 - iv. Subtract any Allowance or Construction Manager Contingencies not spent.
 - v. Subtract and adjustments from the Trust's audit of the GMP.
 - vi. Subtract any Liquidated Damages.
- B. Airport staff will review the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of Work as the Trust determines to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 8.02 have been met, the Architect will, within seven (7) days after the Trust's approval of the final Cost of Work, either issue to the Trust a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Trust in writing of the Architect's reasons for withholding a certificate.

- C. If the Cost of Work as substantiated by the Construction Manager's final accounting is less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with the Dispute Resolution provisions in Article 24 after discussing the discrepancy with the Architect. All claims of any disputed amount shall be submitted to the Director by the Construction Manager within ten (10) days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to make such a demand within this 10-day period shall result in the substantiated amount reported by the Trust becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Trust shall pay the Construction Manager the amount certified in the Architect's final Certificate of Payment on the Trust's next regularly scheduled meeting. If, subsequent to final payment and at the Trust's request, the Construction Manager incurs Costs described in Section 7.01, and not excluded by Section 7.02, to correct nonconforming Work or arising from the resolution of disputes, the Trust shall reimburse the Construction Manager such Costs and the Construction Services Fee, if any, related 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.
- D. The Construction Manager's acceptance of final payment and executed Release shall constitute a waiver of claims by Construction Manager except those previously made in writing and identified by Construction Manager as unsettled at the time of final Application for Payment or Claim Voucher.
- E. The payment of any current or partial estimate prior to Final Acceptance of the Work by the Trust shall in no way constitute an acknowledgement of the acceptance of the Work, nor in any way prejudice or affect the obligation of the Construction Manager to repair, correct, renew or replace at his sole expense any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the Work under the contract and its appurtenances, nor any damage due to or attributed to such defects, which defects, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the Work. The Architect shall be the sole judge of determining such defects, imperfections or damage, and the Construction Manager shall be liable to the Trust for failure to correct the same as provided herein.

8.03 Withholding for Incomplete Work

The Architect may recommend, and the Trust may withhold all or partial payment or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the Trust from loss on account of:

- A. Incomplete or defective work not remedied in an amount no greater than one hundred (100%) percent of the estimated Cost to complete or correct the identified work.
- B. Claims filed or reasonable evidence indicating probable filing or claims.

- C. Failure of the Construction Manager to make payments properly to subcontractors, or for Equipment, materials or Labor.
- D. A reasonable doubt that the contract can be completed for the balance then unpaid.
- E. Liquidated damages in excess of the remaining balance of the GMP.

8.04 Partial Payment

Partial payments shall be made proportionately based on the total Work completed and material stored, except as otherwise stated in this Agreement. In making partial payments, Retainage shall be withheld unless and until a Certificate of Substantial Completion is issued by the Trust.

8.05 Estimated Payment

It is understood that the estimates made from month to month will be approximate only, and all partial monthly estimates and payments will be subject to correction in the estimate rendered following discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as admission of the Trust of the amount of Work done or of its quality or sufficiency, nor as an acceptance of the Work or release of the Construction Manager of any of his responsibility under the contract.

8.06 Fiscal Year Deadlines

Construction Manager acknowledges that the Trust's fiscal year ends on June 30. On or before June 1, Construction Manager shall provide the Trust with an estimate of the Claim Voucher to be submitted for June Work and Construction Services to assist the Trust in budgeting. The Director's Designee will endeavor to remind Construction Manager of the end of the Fiscal Year.

8.07 Retainage

As allowed by law, five percent (5%) of all partial payments due shall be withheld as Retainage until Trust determines, upon written request from the Construction Manager, that at least fifty percent (50%) of the total Work to be performed by the Construction Manager has been completed, inclusive of any and all Addendums, Amendments, modifications, or extra Work. Upon completion of 50% or more of the Work has been completed, 50% of all Retainage previously withheld shall be released to the Construction Manager and two and one-half percent (2.5%) Retainage shall be withheld of all remaining partial payments due thereafter.

The payment of any current or partial estimate prior to Final Acceptance of the Work by the Trust shall in no way constitute an acknowledgement of the acceptance of the Work, nor in any way prejudice or affect the obligation of the Construction Manager to repair, correct, renew or replace at his sole expense any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the Work under the contract and its appurtenances, nor any damage due to or attributed to such defects, which defects, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the Work. Construction Manager shall be liable to the Trust for failure to correct the same as provided herein.

8.08 Substantial Completion and Reduction in Retainage

The Construction Manager may request that the Trust certify the Project as substantially Complete, and request that Retainage be reduced. At Substantial Completion, the Trust shall accept possession and relieve the Construction Manager from any operation and maintenance responsibility (except when such maintenance is required by this Agreement) for all or designated portions of the Work that the Trust determines to be Substantially Complete, subject to completion of any Punch List items. Construction Manager shall maintain Builder's Risk and Professional Liability coverage for the Project until Final Acceptance, and Commercial General Liability insurance for the Project until expiration of the statute of repose. The Trust agrees that, except to the extent of proceeds covered from the Construction Manager's Builder's Risk policy, Construction Manager is not liable for damage to the portion of the Work accepted as achieving Substantial Completion unless such damage is caused by the Construction Manager or its Subcontractors acts or omissions. All manufacturer's warranties for the portions of the Work that meet this Substantial Completion requirements go into effect upon the date of Substantial Completion.

For purposes of the Fuel Workshop portion of the Project, the parties agree that the Fuel Workshop will have a separate Substantial Completion from the remainder of the Project where the Trust can occupy and utilize the Fuel Workshop for its intended purpose and one hundred fifty percent (150%) of the estimated cost to finish all outstanding Punch List items related to the Fuel Workshop do not exceed the amount of Retainage money being withheld by the Trust in order for the remainder of the Fuel Workshop portion of the Project to go forward. Liquidated damages shall not apply to the Fuel Workshop portion of the Project.

Before the Trust can certify the Project, or a portion of the Project such as the Fuel Workshop, as Substantially Complete, the following must occur:

- A. A Punch List inspection must be completed by the Architect with the Construction Manager, and any incomplete or defective work or obligations not otherwise fully complete by the Construction Manager must be listed on the Punch List, including a detailed estimate of the Cost to correct or to Complete any item(s) listed;
- B. The cumulative value of one hundred and fifty percent (150%) of the estimate of the Cost of all remaining Punch List Items may not exceed the remaining Retainage for the Contract;
- C. Any manufacturer's warranty placed into effect before Substantial Completion must be identified and provided to the Trust; and
- D. The Surety for the Construction Manager's Performance and Payment Bonds must agree to the reduction of the Retainage to 150% value of the Punch List items.

Upon approval of a Certificate of Substantial Completion by the Trust, the Retainage will be reduced to 150% of the estimated value of the Cost of the remaining Punch List Items. The Trust shall approve additional payments after Substantial Completion to the Construction Manager as each Punch List Item is satisfactorily complete as determined by

the Director or his designee and the Architect for the Project provided an additional consent from the Surety to reduce the Retainage is submitted with the Construction Manager's payment request. If no request for Certification of Substantial Completion is made by the Construction Manager, the Retainage for the Project will be withheld until Final Acceptance of the Project by the Trust.

8.09 Preparation of Invoices

The Construction Manager shall present invoices or Applications for Payment with properly executed claim vouchers and supporting Subcontractor Applications for Payments to the Director's Designee for validation for compensation and payment. The Trust, along with the Architect and PM, will review the invoice or Application for Payment and claim voucher for accuracy before it can be submitted to the Trust for payment. Should the Trust question or request additional documentation or disapprove all or a portion of any invoice, the Construction Manager will be notified so that it may provide additional documentation sufficient to demonstrate the invoice and claim should be paid, in whole or in part; provided, however, no invoices or Applications for Payment shall be paid when the aggregate of which are in excess of the GMP, except as may be modified by written agreement between the Trust and the Construction Manager.

8.10 Submittal of Invoices

The Construction Manager's invoice or Application for payment shall reference Work descriptions, Project title, Project number, and Airport where Services are provided. Invoices and applications for payment should be submitted within sixty (60) calendar days of the completion of the invoiced Work. Executed and notarized Uniform Claim Voucher affidavit forms must accompany each pay claim. All signatures, notaries, and seals must be legible on electronic claim forms. Claim Vouchers, invoices and affidavits must be addressed to the "Oklahoma City Airport Trust" and received on or before the 1st day of the month, unless the Director's Designee notifies the Construction Manager in writing of an earlier due date.

The Construction Manager understands that the Trust must approve all payments and regularly meets only once per month. Further, the Construction Manager understands that if a proper invoice is not received by the applicable due date for each month, then a late claim will be held until the next available Trust meeting for approval. All Applications for Payment shall include all supporting documentation and invoices.

Electronic or photocopied claims are acceptable but must be sent to the Director's Designee and the Accounts Payable email at okcatap@okc.gov for official submission or via hard copy. Invoices must be on an Oklahoma City Airport Trust Claim Voucher in addition to their itemized invoices, affidavits and supporting Subcontractor Applications for Payments. Copies of the Oklahoma City Airport Trust Claim Voucher may be obtained from the Department of Airports.

8.11 Final Payment Non-Waiver

Final payment shall not be deemed to waive any rights or obligations of the parties to this Agreement.

8.12 Trust Direct Purchase Invoicing

The parties will agree in the GMP Amendment on the extent to which the Trust wishes implement its sales tax exemption in accordance with Section 710:65-13-550(a) of the Oklahoma Administrative Code, and the process by which such sales tax exemption will be realized.

8.13 Taxes or Other Withholdings

The Trust will not withhold any social security tax, Workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any funds paid to Construction Manager. Such Costs (excluding income tax) are, however, included in the GMP. Any wages, compensation, fees, taxes, or other compensation are the responsibilities of the Construction Manager but will be charged to and reimbursed by the Trust as a Cost of Work.

8.14 Recognition of Performance

Payment of any invoice for any Work or Services is not deemed to be recognition of satisfactory performance of said Work or Services or a waiver of any right of the Trust or any obligation of the Construction Manager should it be determined later that said Work or Services were negligently performed or provided or were not performed or provided in accordance with the standards or requirements of this Agreement.

8.15 Liens and Encumbrances

Neither the Construction Manager, nor any of its Subcontractors has the right to and shall not place any liens or encumbrances upon the Trust's property, Airport, or Project site. Neither the Final Payment nor any part of the retained percentage shall become due until the Construction Manager shall deliver to the Trust a complete release of all liens arising out of this contract (contingent upon the receipt of payment), , and if required an affidavit that so far as he has knowledge or information, the releases include all the Labor and material for which a lien could be filed; the Construction Manager may, if any Subcontractor refuses to furnish a release, furnish a bond satisfactory to the Trust to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Construction Manager shall refund to the Trust all monies that the latter may be compelled to pay in discharging such a lien, including all Costs and a reasonable attorney fee.

ARTICLE 9. COMMENCEMENT OF CONSTRUCTION

9.01 No Construction Services Without Notice to Proceed

No construction on the Project shall commence until Construction Manager receives a Notice to Proceed with the Construction Services. A Notice to Proceed will be issued in writing by the Director following the award by the Trust of the Subcontractor trade partners, the Trust's execution of the GMP Amendment approved by the parties, receipt of copies of the Construction Manager's permits, bonds, certificates of insurance, schedule of values, any revised work schedule, or other necessary Construction Services prerequisites. Notwithstanding the foregoing, the Director may elect to provide incremental or a partial Notice(s) to Proceed with only certain types or elements of the Work. Revised or additional Notices to Proceed may be issued when the appropriate permit(s) have been issued by the City or other appropriate permitting entity.

9.02 No Material Changes without Director Approval

Upon approval of the Final Plans and Specifications by the Director and the issuance of any Notice(s) to Proceed with Construction, there shall be no deviations to the Final Plans and Specifications unless the same shall first be approved in writing by the Trust, by and through the Director. The Trust shall have the complete right and authority to look solely to the Construction Manager to abide by the terms, conditions, and obligations set forth in this Agreement, and Construction Manager under stands and agrees that Construction Manager is solely responsible for and bound by the terms, conditions, and obligations and assurances of this Construction Agreement and that Trust is relying solely on the Construction Manager for the proper construction of the Facilities.

9.03 Ninety Days to Commence Construction

The Construction Manager shall commence construction activities no later than ninety (90) days of the Notice to Proceed unless such period of time is extended in writing by the Director.

ARTICLE 10. CONFIDENTIALITY

Construction Manager acknowledges that in the course of providing Services to the Trust, the Trust may provide Construction Manager with access to information of a confidential and proprietary nature including but not limited to information relating to Trust's employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. Construction Manager agrees that neither the Construction Manager nor Construction Manager's Key Personnel, without the prior written consent of Trust, shall disclose to any person, other than Director's Designee or the Construction Manager's employees, Subcontractors, suppliers, consultants, insurance brokers, sureties, and attorneys, any confidential information obtained by Construction Manager. Construction Manager will require and maintain adequate confidentiality agreements with its employees, agents, and Subcontractors.

ARTICLE 11. CONSTRUCTION MANAGER CONFLICT OF INTEREST

Any Work performed by the Construction Manager or the Construction Manager's Project Team on this Project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential supplier or Trade Bid bidder(s) or to do any Project-related Work for the Construction Manager which may in any way be (or construed to be) a conflict of interest. It is the responsibility of the Construction Manager to require the Construction Manager's employees to advise the Trust 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 Construction Manager will also notify the Trust of any such business relationship and/or conflict of interest. Any conflict of interest discovered by the Trust may be the cause for rejection of the bid in question and/or cancellation of the Construction Manager's Agreement.

Construction Manager agrees to submit for approval by the Trust, by and through the Director's Designee, prior to their engagement, a list of any Subcontractors the Construction Manager intends to engage to perform Work and/or services related to this Agreement. The Construction Manager shall submit a subcontract and trade bid template to the Director's Designee for approval.

Construction Manager will not materially alter the approved subcontract or trade bid template without the Director's Designee approval.

ARTICLE 12. TRUST OWNERSHIP OF DOCUMENTS

All documents, notes, reports, estimates, summaries, computer files, photographs, field notes, information, and any other materials produced, created, or accumulated in performing Services for this Agreement, are and shall remain the property of the Trust and may be reproduced, distributed, and published in whole or part by the Trust without permission or any additional payments or fees to the Construction Manager. Reuse of said documents by the Trust shall be at the Trust's risk and responsibility and not that of the Construction Manager. The parties may use any portions of said documents at their own risk and responsibility.

ARTICLE 13. CONSTRUCTION MANAGER STANDARD OF CARE

In providing the Services herein, the Construction Manager shall cause the Project to be constructed in accordance with the approved Final Plans and Specifications and shall maintain, during the course of the Agreement, the standard of reasonable care, skill, diligence, best management practices, and professional competency for such Services and to conduct those Services in a neat, orderly, and helpful manner. The parties agree and acknowledge that the Trust is entering this Agreement in reliance upon the Construction Manager's special services and expertise with respect to construction management. The Construction Manager agrees to utilize its skill, expertise, and abilities to perform the Services and further the best interests of the Project, in accordance with the Agreement, the Final Plans and Specifications, the applicable common law standard of care. The Construction Manager shall maintain said standard of care, expertise, skill, diligence, and competency for all Services, products, solutions, and deliverables. The Construction Manager agrees to require all of its officers, employees, representatives, suppliers, invitees, guests, agents, and Construction Manager's Key Personnel, by the terms of its sub-contracts, to provide Services at the same standard or reasonable care, skill, diligence and competence required of the Construction Manager. The Construction Manager shall be solely responsible for and shall immediately abate any condition in or about the Airport created by or resulting from any and all of its activities herein that is in violation of the permissions granted and obligations created herein. The Project's Director's Designee and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of Services and information furnished by the Construction Manager. The Construction Manager shall promptly report to the Project's Director's Designee and Architect any nonconformity discovered by or made known to the Construction Manager. The Construction Manager guarantees the Trust that it or its Project Team will meet this standard of care.

Further, the Construction Manager warrants, represents, and agrees that any and all Services or those of any Subcontractor to be performed by under or pursuant to this Agreement shall be duly registered and/or licensed under the applicable local, state, and federal laws, ordinances, rules, regulations, when required. The Construction Manager further represents and warrants that it is and will remain financially sound, fully solvent, and experienced in and fully qualified to perform the Services under this Agreement.

ARTICLE 14. TRADE SUBCONTRACTS AND OTHER AGREEMENTS

All subcontracts shall be entered into only with the subcontractors receiving an award from the Trust who meet the prequalification criteria identified in each trade package for bidding, including but not limited to those required by Trust in Exhibit Q hereto. All Subcontractors shall be qualified to perform the Work and possess the appropriate license and permits for their Work. Subcontracts or other agreements shall conform to the applicable grant and payment provisions of this Agreement. The Construction Manager shall be responsible for the coordination of the work of the trades, construction Subcontractors, Subcontractors, and material men. The Trust or its representatives will not undertake to settle any differences between the Construction Manager and his Subcontractors or between Subcontractors. Nothing contained within this Agreement shall contain any obligation or liabilities by the Trust to any Subcontractor.

The Construction Manager shall require Payment, Performance, and Maintenance Bonds from each of the Subcontractors on the Construction Manager's forms in the full amount of each trade subcontract, naming the Construction Manager and the Trust as obligees. Each trade Subcontractor shall carry Commercial General Liability, Worker's Compensation and Employer Liability, and Automobile Insurance in the amounts in the amounts required by the Construction Manager. Each trade subcontractor shall name the Trust and the City as additional insured on the Subcontractor's General Liability and Automobile Insurance policies. The Construction Manager shall obtain a certificate of insurance from each trade Subcontractor and provide the same to the Trust.

ARTICLE 15. ASSIGNING

The parties hereby agree that this Agreement is for the provision of specialized Services based on the Construction Manager's qualifications. Therefore, the Construction Manager may not assign this Agreement, in whole or in part, unless mutually agreed by the parties and the assignee is as qualified to perform the Services as the Construction Manager. The Assignee must agree to be bound to all of the terms and conditions of this Agreement and to provide equivalent insurance and bonds in the assignee's name that were previously provided by the Construction Manager. Nothing in this section shall prevent the Construction Manager from subcontracting the services to be provided as agreed to herein.

ARTICLE 16. RELEASE AND INDEMNIFICATION

16.01 Construction Manager Indemnity

The Construction Manager hereby agrees to release, defend, indemnify, and save harmless the Trust and the City and their officers, agents, and employees from and against all loss of or damage to property (other than the Work or the Project itself) or bodily injuries to or death of any person(s), and/or all claims, damages, suits, Costs, expense, liability, actions, or proceedings of any kind or nature whatsoever in matters resulting from any such property damage, bodily injury, or death, arising out of: (a) Work, Services, operations, or activities under or in connection with this Agreement by the Construction Manager, the Construction Manager's Project Team, or the Subcontractor; or (b) the Construction Manager's use or occupancy of any portion of the Airport, but only to the extent caused by acts and omissions of the Construction Manager's Project Team or any Subcontractor. Provided, however, the Construction Manager shall not be liable or be required to release, defend, indemnify, or save harmless the City and the Trust, or their officers, agents, and employees, for any loss, damage, claims, suits, Cost, expense, or actions caused by the Trust, the Trust's Project Team the City, or their officers, trustees, and employees.

Construction Manager's indemnity obligations shall in all cases be subject to the mutual waiver of consequential damages set forth in Section 24.03 of the Agreement.

16.02 Prompt Notice

Each party covenants to give the other parties prompt notice of any claims. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

ARTICLE 17. INSURANCE AND BONDS

17.01 Insurance Requirements

Construction Manager shall purchase and maintain and cause the same of any Subcontractor to maintain, in effect during the term of this Agreement with insurance carriers or risk retention groups having an AM Best rating of A-VII or better who are authorized to do business in the State of Oklahoma, any insurance required by this Section. The insurance and additional insured requirements contained in this Agreement are considered minimum coverage amounts and the Construction Manager may elect greater coverage limits than what is specified in this Agreement or as may be required by law. If the Construction Manager's commercial general liability coverage or other liability policy is written in a "claims-made" form, the Construction Manager shall maintain such coverage or policy for a minimum of two-years from the expiration of this Agreement.

A. Worker's Compensation and Employer's Liability Insurance

Construction Manager shall maintain during the term of the Contract, Workers' Compensation Insurance in the amount as prescribed by the laws of the State of Oklahoma and Employer's Liability Insurance in an amount of no less than \$1,000,000 per accident for bodily injury or disease.

B. Commercial General Liability Insurance

Construction Manager shall carry a policy of Commercial General Liability Insurance, which must include coverage for aviation exposure and contractual liability, to protect the Construction Manager, PM, Architect, and any additional insured parties from claims for bodily injury, including death, as well as from claims for property damages or loss which may arise from activities, omissions, and operations of the Construction Manager under the Agreement whether such activities, omissions, and operations be by the Construction Manager, Subcontractor, or by anyone employed by or acting for the benefit of the Construction Manager in conjunction with this Agreement in a combined single occurrence and aggregate limits of \$10,000,000 for any number of property or bodily injury claims.

C. Professional Liability

The Construction Manager shall provide coverage under a Professional Liability Insurance Policy in an amount not less than \$5,000,000 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of any Project under this Agreement.

D. Automobile Liability

The Construction Manager shall carry insurance covering owned, leased, hired, or other non-owned vehicles to be utilized by the Construction Manager in the amounts prescribed by Oklahoma law.

E. Builder's Risk Insurance

Before a Notice to Proceed can be issued, the Construction Manager shall purchase and maintain builder's risk insurance for the Project Site in an amount equal to one hundred five percent (105%) of the GMP. Such insurance shall be in a company or companies satisfactory to the Director. Proof of such insurance shall be included on the Certificate of Insurance required in Section 17.02. This insurance shall include the interest of the City, the Trust, the Architect, the Construction Manager, and Subcontractors in the work as their interests may appear and shall insure against the perils of fire and include extended coverage for "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, hail, vandalism, and malicious mischief. If the Builder's Risk policy requires deductibles, the Construction Manager shall be responsible for any Builder's Risk deductible associated with a loss caused by the Construction Manager or its Subcontractors. For losses not caused by Construction Manager or its Subcontractors, the Trust shall pay and shall issue a Change Order increasing the GMP for all Costs of Work and Construction Services Fee falling within the applicable deductible.

17.02 Certificates of Insurance

A. Deductibles

Any deductibles or self-insurance retention of the Construction Manager for any of the liability insurance coverage required in this Article are the sole obligation of the Construction Manager. The Construction Manager's Certificate of Insurance must list the amount of any self-insurance retainage and the Construction Manager must notify the Director when any deductibles exceed \$100,000. Except for Builder's Risk insurance and Professional Liability, the Construction Manager must ensure first dollar of loss coverage to the Trust and City for any payment of a loss or claim or their related investigation, claim administration, and defense expenses arising from Construction Manager's liability that fall within the deductible or self-insurance retention amounts.

Except as otherwise provided in Section 17.01(E), Construction Manager's failure to assume and pay any claim or loss falling within any such deductible or self-insured retention will constitute a material breach and may result in Trust's immediate termination of this Agreement.

B. Forms of Certificate

Certificate(s) of Insurance, acceptable to the Trust, in the form as shown on Exhibit "J" attached to Agreement or a form substantially similar thereto such as an approved ACORD form which includes the applicable line(s) of insurance, name(s) of insurance companies, policy number(s), amount of any deductible or self-insurance retainage, coverage amounts, all additional insured parties, and contractual liability coverage, shall be submitted to the Trust in conjunction with the signed Agreement.

C. Additional Insured

The Certificates of Insurance shall name the Construction Manager as insured and the Architect, PM, Oklahoma City Airport Trust, and The City of Oklahoma City as additional insured on any general, automobile, and builder's risk liability insurance policy, in a manner of equal standing to that of any named insured under said policy. Any insurance policy or liability coverage of the City or the Trust shall be considered subordinate, if applicable at all, to the primary coverage of the Construction Manager excluding claims arising from the Trust's sole negligence. Copies of additional insured or notice provision endorsements shall be submitted to the Trust along with any Certificates of Insurance. Copies of all insurance policies required herein naming the City or Trust as an additional insured shall be made available for review by the Trust or the City at the Trust's principal place of business on a timely basis when requested.

D. Notice of Change in Policy

Construction Manager must provide the Trust at least thirty (30) days prior written notice of any cancellation or material coverage change in their policies or to have an endorsement made to each policy to include such notice periods in the event the policy provides a different notice period for any additional insured(s). For purposes of this provision a material change shall be considered any coverage amount that does not meet the minimum requirements contained herein or any coverage that is adverse to any terms that received approval by the Director.

E. Signatory

The Certificates of Insurance must be signed by the Authorized Representatives of the insurance company(s) shown on the certificate with proof that he/she is an authorized representative thereof.

F. Contractual Liability

The Certificate of Insurance for the Commercial General Liability Insurance shall also include evidence of coverage for Construction Manager's contractual liability insurance. In the event the Certificate of Insurance does not delineate coverage for Construction Manager's contractual liabilities or the Construction Manager's insurance policy does not provide sufficient coverage for the Construction Manager's contractual obligations contained in this Agreement, Construction Manager agrees that Construction Manager's contractual obligations to the Trust are not diminished by the Construction Manager's elected insurance provisions.

17.03 Failure to Maintain Insurance

If the Trust incurs direct damages because of Construction Manager's failure to provide the foregoing insurance or failure to maintain a current certificate of insurance on file with the Trust, Construction Manager shall be responsible for those damages.

17.04 Umbrella or Excess Liability.

In the event the Construction Manager relies on excess or umbrella insurance to satisfy the requirement of this Article, any such policy shall follow form and be no less broad than the underlying policy, shall cover the term of the underlying policy without interruption, and shall include a dropdown provision with no gap in policy limits.

17.05 Bonds

At the time of the Amendment to this Agreement to reflect the GMP to provide for Construction Services fees, the Construction Manager shall provide the following bonds :

A. Payment Bond

A Payment Bond in the full amount (100%) of the agreed upon GMP for the term of the bond, issued in favor of the City and the Trust. The Payment Bond shall guaranty the Construction Manager will make payment for all Labor, materials, and Equipment used in or for the Project and/or for the performance or provision of the Services. The Construction Manager shall furnish an executed original and have a power of attorney attached, showing the authority of the executing agent for the Surety.

B. Performance Bond

A Performance Bond, in the full amount (100%) of the agreed upon GMP for the term of the bond, issued in favor of the City and the Trust. The Performance Bond shall guarantee the completion of the Project and guarantee the Construction Manager's full and faithful execution of the Work and Services and performance of the Agreement. The Construction Manager shall furnish an executed original made in favor of the Trust and the City. The original and executed copies are to have a Power of Attorney attached, showing authority of executing agent for the Surety.

C. Maintenance Bond

A Maintenance Bond, in the full amount (100%) of the GMP amount for the term of the bond, issued in favor of the City and the Trust, which guarantees the maintenance of the improvements against failure due to defective workmanship and materials for a specified period after the completion and acceptance of the project by the Trust. The term of the Maintenance Bond shall be in place for two (2) years following the Project's Final Acceptance.

D. Surety

If the Surety of any Bond furnished is declared bankrupt, becomes insolvent, or its right to do business in the State of Oklahoma is revoked, the Construction Manager shall within five (5) days thereafter substitute another Bond which shall be acceptable to the Trust. The term of the bond shall be in place from one year from the day on which the last of the Project's Labor was performed or materials furnished for which a claim is made upon this bond.

ARTICLE 18. NONINTERFERENCE WITH OPERATION OF AIRPORT

Construction Manager covenants and agrees that it will not allow any condition on the Airport, nor permit the conduct of any activity on such premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities except as otherwise agreed in writing by the parties; nor will Construction Manager use or permit the Project site to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard except as otherwise agreed in writing by the parties. If

any proscribed or prohibited condition or activity, as described above, shall be permitted to exist on the Project site following twenty-four (24) hour written notice to the Construction Manager, the Trust may suspend the Agreement and if it exists for more than five (5) days following written notice then the Trust, by and through the Director, may terminate the Agreement. Provided, however, should the condition create a health, safety or welfare condition necessitating immediate abatement or correction of the condition interfering with operation of Airport, the Trust, by and through the Director may immediately abate or correct the condition at Construction Manager's expense without any prior notice as described in Article 25 and Exhibit A.

ARTICLE 19. HAZARDOUS MATERIAL(S) AND COMPLIANCE WITH ENVIRONMENTAL LAW(S)

19.01 Definitions

For the purpose of this article, the following definitions apply:

- A. *"Contamination"* shall mean the presence of any Hazardous Materials in concentrations exceeding those identified as relevant and appropriate pursuant to Environmental Laws.
- B. *"Hazardous Material(s)"* shall mean any hazardous or toxic substance, material or waste, regulated, considered or addressed by any Environmental Law, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. Hazardous Materials shall be interpreted in the broadest sense to include any and all substances, materials, wastes, pollutants, oils or governmental regulated substances or contaminants as defined or designated as hazardous, caustic, corrosive, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, including but not limited to asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, chemical paint removers and other caustics, PCBs, radioactive materials or waste, or any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed, or released.
- C. *"Environmental Law(s)"* shall mean in the broadest sense any and all applicable federal, state and local statutes, ordinances, regulations, rules, guidance, or guidelines now or hereafter in effect, as the same may be amended from time to time relating to the protection of human health, safety or the environment and those substances defined as hazardous waste, hazardous substances, hazardous materials, toxic, pollutants or otherwise regulated under the analogous laws of Oklahoma and/or the United States or in regulations promulgated pursuant to such laws.

19.02 Hazardous Material(s)

Construction Manager covenants not to permit or introduce any Hazardous Materials to be brought upon, kept, generated, or used in or about the Airport property by Construction Manager, its agents, employees, Construction Managers or invitees without first obtaining Director's written consent which shall not be unreasonably withheld as long as Construction Manager demonstrates such Hazardous Materials are necessary to Construction Manager's operations hereunder, and such Hazardous Materials must be used, kept, generated in a manner complying with all applicable federal, state, and local environmental laws or ordinances pertaining to the transportation, storage, use, generation, or disposal of such Hazardous Materials. The Construction Manager shall be responsible for obtaining any permits and shall only store Hazardous Materials temporarily with the approval of the Director while further disposition is pending.

19.03 Notification and Immediate Response

After notifying 9-1-1, Construction Manager agrees to notify the Airport Operations Center at 405-316-3300 immediately of any spill, leak, discharge, Contamination, release of Hazardous Materials, fuel, oil, petroleum products, or other fluids, claim of Contamination, loss, or damage. Construction Manager shall immediately respond to leaks and spills of material that is or may become Hazardous Material in order to contain, remove, recover, clean, and dispose as necessary and shall remove, to the extent reasonably practicable, all spilled, leaked, released or accumulated fuel, oil, grease, Hazardous Material or Contamination caused by Construction Manager's operations. In the event of a release of Hazardous Material in a reportable amount, the Construction Manager must fulfill all required reporting obligations to the regulatory agency or agencies with jurisdiction over the Hazardous Material release.

19.04 Remediation

After consultation and approval by the Director, Construction Manager shall clean up and remediate permanently any Contamination caused by or permitted by Construction Manager or its agents, employees, Construction Managers or invitees in full compliance with all applicable statutes, regulations, and standards so that the Project site is permanently mitigated to prevent further reoccurrence and remediated to such a condition that a "No Further Action" determination of completion or its equivalent is obtained from the regulatory or equivalent agency or agencies with jurisdiction over the Hazardous Material release and/or the Airport's property is reasonably demonstrated as having been returned to the condition existing prior to the introduction of any such Hazardous Materials or Contamination, or as otherwise agreed to by the Director in his or her reasonable discretion.

19.05 Indemnification

In addition to all other indemnities provided in this Agreement, Construction Manager agrees to defend, indemnify, and hold the Trust and the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial Costs (and including reasonable attorneys' fees, Costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the generation, manufacture, processing, use, release or other spills or leaks of chemicals and products that are or may become Hazardous Materials, the existence or discovery of any Hazardous Materials in excess of the levels allowed by

Environmental Laws or violations of the Environmental Laws on the premises, the subsurface or the migration of any Hazardous Material from the Project site to other properties or into the surrounding environment, caused by the Construction Manager or its operations whether: (i) made, commenced or incurred during this Agreement; or (ii) made, commenced or incurred after the expiration or termination of this Agreement if arising out of events occurring during this Agreement; provided, however, Construction Manager's obligation to indemnify the Trust and City pursuant to this Section shall not apply with respect to either: (i) any Hazardous Material released by the Trust, its Trustees, officers, agents and employees; or (ii) any Hazardous Material (for which Construction Manager is not otherwise responsible) clearly demonstrated to be migrating onto the Project site from some other location through no fault of Construction Manager.

The foregoing indemnity shall survive the expiration or earlier termination of this Agreement and will not be affected in any way by the amount of or the absence in any case of covering insurance or the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Project site. In addition, the Construction Manager shall be responsible for any environmental Cost associated with negligence or willful acts or omission by the Construction Manager, and notifications to appropriate regulatory agencies arising therefrom.

19.06 No Responsibility for Certain Hazardous Materials or Contamination

Notwithstanding any provision of this Agreement to the contrary:

- A. Construction Manager is not liable for and has no responsibility or obligation (including indemnity, defense, remediation, or clean-up obligations) in connection with Hazardous Materials that exist on, in, or under the Project site prior to the start of construction and not brought to the Project site by Construction Manager or any Subcontractor or other person or entity for which Construction Manager is responsible, except as otherwise set forth in Section 19.06(C).
- B. The Trust and its Tenant are not liable for and have no responsibility or obligation (including indemnity, defense, remediation, or clean-up obligations) in connection with Contamination resulting from (a) Hazardous Materials brought to the site and spilled, released, or discharged by Construction Manager or any Subcontractor or other person or entity for which Construction Manager, or (b) the failure of Construction Manager to comply with Section 19.06(C). In the event of a spill, release, or discharge of such Hazardous Materials at the Project site by Construction Manager or any Subcontractor or other person or entity for which Construction Manager is responsible, Construction Manager shall promptly notify the Trust, which notice shall include the facts and circumstances, volume(s), the Hazardous Material(s) involved, and Construction Managers efforts and plans to address such spill, release, or discharge which shall be subject to the review and approval of the Trust.
- C. If Construction Manger discovers what Construction Manager believes to be Hazardous Materials not from the actions, omissions, or activities of the Construction Manager, Subcontractor, or the Work or Services conducted on the Project site, the Construction Manager will promptly report its discovery to the Director who may issue a Stop Work Order pursuant to Paragraph 22.02 upon

consultation with the Construction Manager. The Trust will hire an appropriately licensed and experienced environmental consultant to investigate and determine if the material is Hazardous Material. If tests confirm that the material is not Hazardous Materials, then the Work and Services, if stopped, will resume immediately pursuant to Paragraph 22.02, and the Construction Manager shall be entitled to an Amendment pursuant to Paragraph 3.04 if any Critical Path Work was impacted by a Stop Work Order. If tests confirm that the material is Hazardous Material, then the Trust shall remediate or employ institutional controls so that Hazardous Materials do not poses an unacceptable health or safety risk to workers at the Project site. When tests confirm that workers may be present in the affected Project site area, the Work or Services in affected area shall resume immediately and the parties shall amend this Agreement for any delay to Critical Path Work as contemplated in Paragraphs 3.02 and 3.04.

- D. The Trust or its Tenant shall be listed as the “Generator” on all Hazardous Waste manifests relating to Hazardous Materials and Contamination addressed in Paragraph 19.06 A and C. The Trust or its designee shall sign each corresponding Hazardous Waste manifest as the Generator. Construction Manager shall be listed as the “Generator” on all Hazardous Waste manifests relating to Hazardous Materials addressed in Paragraph 19.06 B and Construction Manager shall sign each corresponding Hazardous Waste manifest as the Generator.

ARTICLE 20. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport Project, the Construction Manager agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Construction Manager from the bid solicitation period through the completion of the Agreement.

ARTICLE 21. CIVIL RIGHTS – TITLE VI ASSURANCES

21.01 Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this Agreement, the Construction Manager, for itself, its assignees, and successors in interest, agrees as follows:

A. **Compliance with Regulations**

The Construction Manager (hereinafter includes Construction Managers) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. **Nondiscrimination**

The Construction Manager, with regard to the Work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontracts, including procurements of materials and leases of Equipment. The Construction Manager will not participate directly or indirectly in the discrimination prohibited by the [Title VI] Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or Project set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation (when allowed by state law) made by the Construction Manager for Work to be performed under a subcontract, including procurements of materials, or lease of Equipment, each potential Subcontractor or supplier will be notified by the Construction Manager and the Construction Manager's obligations under this Agreement and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports

The Construction Manager will provide all information and reports required by the Acts, the Regulations, and the directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Trust or the Federal Aviation Administration to be pertinent to ascertain compliance with such [Title VI] Nondiscrimination Acts and Authorities and instructions. Where any information required of the Construction Manager is in the exclusive possession of another who fails or refuses to furnish the information, the Construction Manager will so certify to the Trust or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of the Construction Manager's noncompliance with the nondiscrimination provisions of this Agreement, the Trust will impose such Agreement sanctions [in accordance with any applicable notice and cure provisions provided for in this Agreement] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withhold payments to the Construction Manager under the Agreement until the Construction Manager complies; and/or
- b. Cancelling, terminating, or suspending a permit, in whole or in part.

F. Incorporation of Provisions

The Construction Manager will include the provisions of [Article 21.01, subparagraph] A. through F. in every subcontract, including procurements of materials and leases of Equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Construction Manager will take action with

respect to any subcontract or procurement as the Trust or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Construction Manager becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the Construction Manager may request the Trust to enter into any litigation to protect the interests of the Trust. In addition, the Construction Manager may request the United States to enter into the litigation to protect the interests of the United States.

21.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Construction Manager, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Projects of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid Projects and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Projects or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “Projects or activities” to include all of the Projects or activities of the Federal-aid recipients, sub-recipients and Construction Managers, whether such Projects or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures non-discrimination against minority populations by discouraging Projects, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your Projects [70 Fed. Reg. at 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education Projects or activities (20 USC § 1681 *et seq*).

ARTICLE 22. TERMINATION AND STOP WORK

22.01 Termination

The Trust may terminate this Agreement (with or without cause), in whole or in part, for the Trust's convenience. The Trust may terminate following thirty (30) days' notice to the Construction Manager, pursuant to Article 25 herein, stating the specific reasons for termination, including whether the termination is for cause or convenience. If notice states that Trust intends to terminate for cause, and the Construction Manager cures the alleged breach, or commences and continues to cure the alleged breach with diligence, during the thirty (30) days' notice period, the Trust may not terminate the Agreement, except for its own convenience.

Upon receipt of the notice of termination, the Construction Manager shall (1) immediately discontinue all Work and Services affected (unless the notice directs otherwise), and (2), upon payment for Work performed, deliver to the Trust all documents, data, reports, field notes, computer files, estimates, summaries and other information and materials accumulated in performing this Agreement, whether complete or incomplete unless the notice directs otherwise.

Upon termination for convenience by the Trust, the Trust shall pay the Construction Manager for all Work and Services rendered, up to the time of the notice of termination, plus the Construction Services Fee on Work and Services performed, and all direct Costs incurred by reason of such termination, in accordance with the terms, limits and conditions of this Agreement and as further limited by the not to exceed amounts set out in this Agreement. Upon termination of this Agreement, the Construction Manager shall assign any Subcontractor construction contracts to the Trust upon the Trust's requests.

The rights and remedies of the Trust provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement. Termination herein shall not terminate or suspend any of the required provisions of Articles 16 and 17 of this Agreement.

In the event this Agreement is terminated because the parties are unable to reach an agreement on the Guaranteed Maximum Price, such termination shall be considered a termination for convenience, and Construction Manager shall be compensated only for the Preconstruction Services Fees. In no event shall this Agreement's Construction Manager's Preconstruction Services Fee exceed the compensation identified and set forth within Article 5, except as otherwise stated in this Agreement.

22.02 Stop Work Order

Upon notice to the Construction Manager, the Trust, by and through the Director, may issue a Stop Work Order suspending the performance of Work and/or services under this Agreement. The Stop Work Order shall not terminate or suspend any of the required provisions of Articles 16 and 17 of this Agreement.

The Director shall have the authority to issue a Stop Work Order to temporarily suspend the Services, wholly or in part, for such period(s) as he may deem, in his sole discretion, necessary due to unsuitable weather, funding impacts, or such other conditions as are considered unfavorable for the suitable advancement of the Services, or to fulfill the legitimate and reasonable requests or needs of the Trust. If the Director temporarily suspends the Work through no fault of the Construction Manager or its Subcontractors, the GMP and the Substantial Completion Date shall be equitably adjusted by Amendment for the impact of such suspension.

If it should become necessary to suspend Work for an indefinite period, the Construction Manager shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily, nor become damaged in any way, and shall take every precaution to prevent damage or deterioration of the Work performed and shall provide suitable drainage about the Work and erect temporary structures where necessary.

The Construction Manager shall proceed with the Services promptly when notified by the Director to resume operations. The parties shall promptly execute an Amendment adjusting the GMP and the date of the Substantial Completion pursuant to Section 3.04.

ARTICLE 23. MISCELLANEOUS PROVISIONS

23.01 Airport Development Reservation

The Trust reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Construction Manager from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Director would limit the usefulness of the Airport or constitute a hazard to aircraft.

23.02 War or National Emergency

During the time of war or national emergency declared by Congress, the Trust shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if any such is executed, the provisions of this instrument insofar as they are inconsistent with the lease to the Government shall be suspended.

23.03 Subordination

Any other provision of this Agreement notwithstanding, this Agreement shall be subordinate to the provisions of any existing or future agreements or grant assurances between the Trust and the United States of America, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the Trust of Federal funds for the development of the Airport. To the extent any provision of this Agreement is in

conflict with any provisions of any such existing or future agreements, grant assurance, rule or regulation required or imposed on the Trust by the United States Government or other regulatory entity, the provision of any such existing or future agreement, grant assurance, rule or regulation shall be incorporated in the Agreement as if written specifically herein and the Construction Manager shall agree to abide by such existing or future agreement, grant assurance, rule or regulation as a condition precedent to the use of any facilities at or on the Airport. If compliance with the provisions of any such existing or future agreement, grant assurance, rule, or regulation increases Construction Manager's Costs, or the time within which Construction Manager can achieve Substantial Completion or Completion, of the Work or the Construction Services, the parties shall execute an Amendment equitably adjusting the GMP or the date of Substantial Completion and the Completion Date, or both, as appropriate. Notwithstanding the foregoing sentence, the Trust may terminate this Agreement pursuant to Section 22.01.

23.04 Noise or Sound Shock Waves

Construction Manager hereby agrees to make no claims or file or cause to be filed any legal or equitable actions against Trust or the City for any kind of damages which result from noise, vibration, or sound shock waves due to aircraft use of the Airport's facilities.

23.05 Records and Audits

The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be satisfactory to the Trust. The Trust and the Trust's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three (3) years after final payment, or for such longer period as may be required by law.

As used in this section, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the Trust, the Trust and the Trust's auditors, the Construction Manager agrees any pertinent City, State, or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. If an audit, litigation, or other action involving such records, are started before the end of the three (3) year period, the records are required to be maintained for three (3) years from the date that all issues arising out of the action are resolved or until the end of the three (3) year retention period, whichever is later. The Trust agrees that (i), lump sum amounts for self-perform work, Construction Manager's Lump Sum Price (if the Guaranteed Maximum Price is converted to a Lump Sum Price), subcontractor lump subcontract amounts, rates, multipliers and other fixed percentages and amounts it has agreed that the Construction Manager may charge as a Cost of Work are not subject to the Trust's audit rights and (ii) the composition of such rates, multipliers, percentages or amounts is not subject to audit by the Trust or the Trust's auditors.

23.06 Non-Waiver

The waiver by Trust of any breach of the Construction Manager of any term, covenant,

provision, or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision, or condition hereof, nor shall any forbearance by the non-breaching party to seek a remedy for any breach by the breaching party be a waiver by the non-breaching party of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.

23.07 Binding Effect

This Agreement shall be binding upon the parties, and their respective successors and assigns, as of the Effective Date.

23.08 Execution of Counterparts

This Agreement 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.

23.09 Effect of Saturdays, Sundays, and Legal Holidays

Whenever this Agreement requires any action to be taken on a Sunday, a Saturday, or a legal holiday, such action shall be taken on the first business day occurring thereafter in the place where the action is to be taken. Whenever in this Agreement the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on Sunday, a Saturday, or a legal holiday recognized by the City of Oklahoma City, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

23.10 Severability

If any provision, clause, portion, or section of this Agreement 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 Agreement.

23.11 Execution in Counterparts

This Agreement 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.

23.12 Descriptive Headings

The descriptive headings of the sections of this Agreement are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation, or effect of this Agreement.

23.13 Construction and Enforcement

This Agreement 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 Agreement, it shall not be construed for or against any party on the basis that such party did or did not author the same.

23.14 Survival of Representations

All representations and covenants of the parties shall survive the expiration of the Agreement.

23.15 Parties Bound

This Agreement shall be binding upon and inure to the benefit of all parties. This Agreement 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.

23.16 Communications Equipment

Construction Manager shall not install, maintain, or operate, or to grant to any third party the right to install, maintain, or operate any wireless network, satellite dish, antenna, wireless communications Equipment, meteorological, aerial navigation, distributed antenna system, UHF and VHF radio system, internet access Equipment or systems, or other similar related Equipment or systems (collectively "Communications Equipment") that could cause or be used to create electrical interference with communication between the Airport, the control tower, and any aircraft, make it difficult for flyers to distinguish between airport lights and others, impair visibility in the vicinity of the Airport, or endanger the landing, take off or maneuvering aircraft or interfere with security systems or the services provided by any Airport communications.

Construction Manager must first obtain written approval of the Director, such approval being at the sole discretion of the Director before installing any Communications Equipment. In the event that any of Construction Manager's Communication Equipment should create an Airport Interference or violate this section at any time, the Construction Manager shall disable such system immediately upon notification from the Director and collaboratively Work with Trust's staff to resolve any conflicts before such Communications Equipment may resume operations.

Should Construction Manager be permitted to use such Communications Equipment or systems, then such use is pursuant to the following:

A. Restricted to Project Site

Construction Manager's wireless communication system and/or related Communications Equipment shall be installed and operated within the Project site only, and at no other location on or about the Airport.

B. No Use by Third Parties

Construction Manager shall not solicit, suffer, or permit other Construction Managers, tenants, occupants, visitors, or passengers of the Airport to use the Construction Manager's Network or any other communications service, including, without limitation, any wired or wireless internet service that passes through, is transmitted through, or emanates from the Project site.

C. Interference

Construction Manager agrees that Construction Manager's Network and any other Communications Equipment and the Communications Equipment of Construction Manager's service providers and Construction Managers located on the Premises or installed on the Airport to service the Premises including, without limitation, any antennas, switches, or other Equipment (collectively, "Construction Manager's Communications Equipment") shall be of a type and, if applicable, a frequency that will not cause radio frequency, electromagnetic, or other interference to any other

party or any Equipment of any other party including, without limitation, Trust, other Construction Managers, tenants, occupants, visitors, passengers, or any other party. In the event that Construction Manager's Communications Equipment causes or is believed to cause any such interference, upon receipt of notice from Trust of such interference, Construction Manager will take all steps necessary to correct and eliminate the interference. If the interference is not eliminated within twenty-four (24) hours (or a shorter period if Trust believes a shorter period to be appropriate) then, upon request from Trust, Construction Manager shall shut down the Construction Manager's Communications Equipment pending resolution of the interference, with the exception of intermittent testing upon prior notice to and with the approval of Trust.

ARTICLE 24. DISPUTE RESOLUTION

24.01 Dispute Resolution

The parties hereto agree that all parties shall meet, confer, and reasonably try to negotiate a resolution to any matter arising under this Agreement. The parties may mutually agree to nonbinding arbitration or mediation. If any disputes remain, they shall be resolved through litigation in the District Court of Oklahoma County, Oklahoma, and shall be interpreted under the laws of the State of Oklahoma and/or the Oklahoma City Municipal Code.

24.02 Prevailing Party

In the event either party files a lawsuit in the District Court of Oklahoma County to enforce the terms of this Agreement, the prevailing party in such proceedings shall be awarded its reasonable attorney fees, expert fees, and court costs. The prevailing party shall be determined from a totality of the circumstances by the Court. A party need not recover a monetary award to be considered a prevailing party. A party that successfully defends against a claim or cause of action asserted against it may be considered a prevailing party.

24.03 Waiver of Damages

Construction Manager and the Trust waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

- A. Damages incurred by the Trust for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- B. Damages incurred by the Construction Manager for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this Section 24.03 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Agreement.

ARTICLE 25. NOTICE

Notices or other communications to the Trust or the Construction Manager pursuant to the provisions hereof shall be sufficient if sent by: (a) registered or certified mail, return receipt requested, postage prepaid, and deemed received on the third business day after the date mailed if recipient refused proper delivery; (b) a nationally recognized overnight courier (receipt requested) and deemed received the next business day following the date it was sent if the recipient refused proper delivery; (c) electronic mail and deemed received on the date sent if sent during normal business hours of the recipient and on the next business day if sent after normal business hours of the recipient; or (d) hand delivered, addressed to:

For the Trust:

Oklahoma City Airport Trust
Will Rogers World Airport
7100 Terminal Drive, Unit 937
Oklahoma City, Oklahoma 73159-0937

Director: Jeff Mulder, Director
Email: jeffrey.mulder@okc.gov
Phone: 405-316-3000

Copies to:

Director Designee: John Storms, PE
Title: Planning and Development Manager
Email: john.storms@okc.gov
Phone: 405-316-3201
Mobile: 405-623-3020

For the Construction Manager:

JE Dunn Construction Company
675 Bering Drive, Suite 700
Houston, Texas 77507

ATTN: Marshall Frey
Email: marshall.frey@jedunn.com
Phone: 281-386-7556

A party may designate a change to their physical addresses by written notice given to the other party in accordance with this Section.

Unless otherwise stated herein, notice to each party shall be sufficient and deemed received on the third business day if sent by U.S. Postal Service regular mail, postage prepaid, to the address listed herein whether accepted, or day of delivery if hand delivered, or on the date the email is if it is sent to the email addresses set forth above. Bills, statements, and other communication to Construction Manager or Trust may be by telephone, the U.S. Postal Service regular delivery, or electronic mail.

ARTICLE 26. ENTIRE AGREEMENT

This document, including the recitals herein, shall contain all the terms of the Agreement. Any additions, or changes or modifications to this Agreement must be in writing and executed by all

parties. This Agreement (including the Exhibits hereto) may be modified only by a written agreement of subsequent date hereto signed and approved by the Trust and the Construction Manager.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Agreement as of the Effective Date stated above.

**JE Dunn Construction Company,
CONSTRUCTION MANAGER**

(JTM)


Signature

Jason Bishop
Print Name

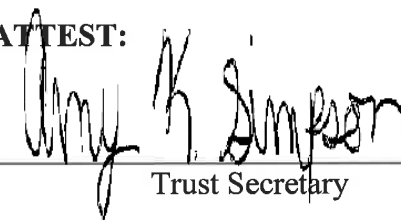
Vice President
Title

APPROVAL RECOMMENDED


Director of Airports

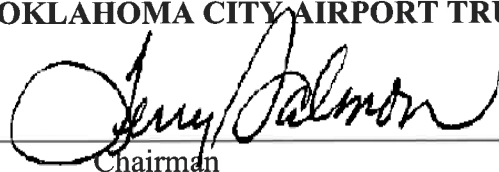
APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 28TH day of MARCH, 2024.

ATTEST:


Trust Secretary



OKLAHOMA CITY AIRPORT TRUST


Chairman

REVIEWED for form and legality.


Assistant Municipal Counselor/
Attorney for the Trust

EXHIBIT A – SCOPE OF SERVICES

The Construction Manager shall provide the following Services to the Trust:

I. Preconstruction Services

1. Coordinate and maintain a professional relationship with the Trust's Project Team and all Subcontractors.
2. Coordinate with the Trust's Project Team throughout the Project, including, but not limited to, review and evaluation of the Project design and development of any necessary alternatives so that the Project budget is not exceeded.
3. Conduct a preliminary evaluation of the Trust's program and Project budget requirements, each in terms of the other. Collaborate with the Trust's Project Team in evaluating and recommending any phased issuance of the Final Plans and Specifications to facilitate phased construction of the Work, potential modifications to the Final Plans and Specifications to be approved by the Trust. The Construction Manager shall evaluate the Project, including, but not limited to, Project cost estimates, constructability, construction feasibility, availability of materials and Labor, prefabrication, schedule, budget requirements, time requirements for procurement, installation and construction completion, and factors related to construction Cost, including estimates of alternative designs or materials, preliminary budgets and possible economies, and Final Plans and Specifications and make recommendations upon said evaluation. To evaluate if a phased construction approach is appropriate for the Project, consider the economics, time of performance, availability of Labor, materials, and Equipment, and provisions for temporary facilities. Assist the Trust's Project Team with resolution of any issues identified in the evaluation. However, the suitability of those recommendations shall ultimately be the responsibility of the Architect. The Construction Manager's technical consultation to the Trust's Project Team shall not relieve the Architect of their responsibility, including, but not limited to their contractual and professional responsibilities, or impose or transfer any of the Architect's contractual or professional responsibilities onto Construction Manager.

Notwithstanding any provision of the Agreement to the contrary, Trust agrees and acknowledges the Preconstruction Services Fee set forth in Section 5.01 of the Agreement only covers two (2) cost estimated prior to the submission of the GMP Proposal. Prior to the submission of the GMP Proposal for the entire Project, Construction Manager shall prepare one (1) cost estimate based on the plans and specifications that exist as of the effective date of the Agreement, and one (1) updated cost estimate when the plans and specifications are further refined. The Preconstruction Services Fee may be equitably adjusted if the Construction Manager is requested to prepare more than two cost estimated prior to the submission of GMP Proposal for the entire Project.

The Trust and Construction Manager agree that Construction Manager is not an architect or engineer, and that Construction Manager is not providing design services as part of the Agreement, unless otherwise specifically provided in the Final Plans and Specifications. Notwithstanding any provision of the Agreement or its Exhibits to the contrary, any recommendations or input by Construction Manager relating to the design, the Final Drawings and Specifications, "value engineering", or other cost and constructability efforts are intended as suggestions only for the consideration of Trust, Architect, and their engineers and consultants. Such recommendations and input from the Construction Manager shall be independently reviewed, evaluated, and approved or rejected by others. Construction Manager assumes no responsibility for such recommendations or input, including but not limited to, the responsibility for the confirmation of compliance with applicable laws, statutes, ordinances, codes, rules, and regulations, or lawful orders of public authorities, or for the incorporation of such recommendations and input into the Work unless and until they are incorporated into the Final Plans and Specifications by others. Construction Manager makes no representation or warranties that its recommendations or input relating to value engineering, design, or the Final Drawings and Specifications complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, or with the Trust's or its Architect's design or design intent, or that such recommendations or input are suitable or compatible with the design intent.

4. Develop and recommend bidding schedules for Trade Bids, owner direct procurement, and early procurement for long lead items, keeping in mind the Project's remaining design work, procurement processes, work by others, furniture, fixtures and equipment activities, staging, delivery, etc. Identify Trade Bids that must be bid early due to long lead items. The Construction Manager shall expedite the delivery of long-lead-time items.
5. Develop, maintain, and update Project site logistics plan to efficiently manage all elements of the Project and Project site.
6. Develop, maintain, and update the Project's preliminary work schedule(s) through coordination with the Trust's Project Team, for the Director's approval, including the portion relating to the performance of Architect's services. As the Preconstruction Services proceed, the preliminary work schedule(s) shall be updated to indicate the proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of Materials or Equipment requiring long-lead-time procurement, Trust's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion and Completion. Should the most current and updated preliminary work schedule(s) indicate that the previously approved work schedule(s)' deadlines may not be met, then the Construction

Manager shall make appropriate recommendations to the Trust's Project Team which will provide to a timely Project Completion.

7. Identify and provide the Director's Designee recommendations for the following:
 - a. Cost issues that may exceed the budget of the Project, Trade Bids, and/or procurement; and
 - b. Opportunities to reduce Project Costs; and
 - c. Construction Manager's Key Personnel, which will be attached at Exhibit C; and
 - d. Project Equipment, materials, Services, temporary Project facilities, 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.
8. Notify the Director's Designee, in writing, within ten (10) days of Construction Manager's knowledge or discovery of anything any drawings, specifications, plans, instructions, sketches, information, requirements, procedures, tools, Equipment, and other data which the Construction Manager considers to be unsuitable, improper, inaccurate, or defective, in any way in connection with the purposes of such document or data.
9. Prepare and submit Project's progress plan including Critical Path and how such items will impact the Project's timeline.
10. If an estimate exceeds the previously approved estimate(s) or a discrepancy is identified, then the Construction Manager shall notify and make recommendations to the Director's Designee and work with the Architect to reconcile the cost estimate. The Construction Manager's cost estimating services are not to replace the Architect's Project cost estimating responsibility.
11. In the event the Construction Manager discovers any apparent error or discrepancy within the Final Plans and Specifications, the Construction Manager shall immediately call such error or discrepancy to the attention of the Architect.
12. Schedule (jointly with the Architect), conduct, attend, and participate in Project meetings at regular intervals (or as required) with contractors, Subcontractors, and Trust's Project Team. Consult with the Trust and Architect on the Project site's use, improvements, selection of Materials, Equipment, and building systems. For each meeting, the Construction Manger shall prepare an agenda, take minutes, and distribute minutes within 48 hours of said meeting. Such meetings will include, but not be limited to, discussions regarding the Project's procedures, progress, budget, coordination, and schedule.
13. Provide the following Trade Bid services:

a. Development of Trade Bid Packages

Develop and provide Subcontractor Trade Bid packages. All Trade Bid packages shall comply with the Trust and City bidding requirements, Oklahoma's Competitive Bidding Act of 1974, 61 O.S. § 101, et seq., the Public Construction Manager Act for Political Subdivisions, 61 O.S. § 215, et seq, FAA requirements, and requests made by the Director's Designee. The Competitive Bidding Act and the Public Construction Manager Act for Political Subdivisions shall be referred to herein as the "Acts."

Trade Bids packages estimated to exceed \$50,000, shall be let and awarded to the lowest responsible bidder by open competitive bidding after solicitation for sealed bids in accordance with the Acts. Trade Bid packages with an estimated value less than or equal to \$50,000, may be awarded based on three (3) written comparative quotes, if available. If the actual quotes exceed \$50,000, then the Trade Bid package must be formally and publicly bid. Trade Bid packages with an estimated value less than or equal to \$25,000 may be awarded to any qualified vendor. If the actual quotes exceed \$25,000, then the Trade Bid package must be based on written comparative quotes. If it is anticipated to be a single source or sole source Subcontractor, Construction Manager shall work with the Director to review and approve.

Submit for approval by Director's Designee, the Construction Manager's Project manual including all notices to bidders, front end documents, contracts, qualifications requirements, or other items to be submitted to trade bidders including any mandatory Trust provisions. Once approved, the Construction Manager shall not deviate from these forms without the written consent of Director's Designee. The Construction Manager shall seek to develop Subcontractor interest in the Project.

The Construction Manager represents and warrants to the Trust that:

- i. The Construction Manager has sufficient experience with the requirements of the Act to effectively and efficiently solicit and receive Trade Bids from potential Subcontractors;
- ii. The Construction Manager will review all proposed Subcontractor contract documents, bidding materials, including bid notices, and Trade Bids received from potential Subcontractors for compliance with the Acts; and
- iii. The Construction Manager will verify that all Work performed under the Subcontractor contract documents is performed in accordance with the provisions of the Acts.

b. Advertise Notice to Bidders

Advertise all required notice to bidders in accordance with the Acts. Construction Manager shall provide a copy of the advertisement to the Director's Designee for approval prior to advertisement and the Trust reserves the right to submit such advertisements on forums of its choosing.

c. Pre-Bid Conference

Arrange and conduct mandatory pre-bid conference(s), potentially including site inspection, for the purpose of informing prospective bidders of special conditions or requirements of the Project. Pre-bid conference should be arranged with and include the Trust's Project Team.

d. Solicitation Process

Review, evaluation, draft, and provide answers to the submitted questions from potential bidders during the Trade Bid process. The Trust's Project Team will assist with the review of the questions and answers.

e. Addenda

Draft any addenda to the Trade Bids. The Trust's Project Team will assist with the addenda. The Director or the Director's Designee and the Architect must approve the addenda before it is issued.

f. Trade Bid Submittal

The Construction Manager shall receive sealed Trade Bids.

g. Trade Bid Opening

Open sealed bids at the Airport while the Director is present and available to the public. Following the Trade Bid opening, the copies of all Trade Bid documents shall be provided to the Trust and placed on file with the Trust's Secretary. The Construction Manager shall provide the Director a bid tabulation and recommendation of the lowest and best bid for each trade for the Trust's award for the construction Subcontractors.

h. Qualification of Bidders and Bid Tabulation

Review each bid to determine if each bidder meets all the qualifications of the Trust and the Construction Manager and the bid was fully responsive. In the event the Construction Manager finds an error in the bid submission, the bidder is not qualified, or the bid is not fully responsive, then the Construction Manager shall immediately notify the Director's Designee. In the event the Construction Manager elects to conduct interviews with bidders following the opening of the bids and prior to award, such interviews shall be recorded or be in the presence of the Director's Designee.

i. Self-Performance

If the Construction Manager elects to competitively bid to self-perform any of the Work, the Construction Manager must be the lowest responsible bidder for that trade bid package. The Construction Manager shall notify

the Director's Designee any packages it plans to bid and shall only submit a bid under seal and without knowledge of any other bidder's bid amount. When the Construction Manager bids to self-perform any specific trade package, the Trust's Project Team will review, evaluate, and tabulate all Trade Bids pertaining to that specific trade package. All bids, including bids for trade packages which Construction Manager seeks to self-perform, shall be opened in Construction Manager's presence. The Construction Manager shall perform any trade package awarded to it as the result of a competitive bid process as a lump sum Subcontractor, and the amount of such Subcontract and shall be considered a Subcontract Cost for the purposes of calculating the Construction Manager's Construction Services Fee.

j. Recommend Award

Provide the Director with a bid tabulation and recommendation of the lowest and best bid for each trade for the Trust's award for the construction Subcontractors within thirty (30) days of bid opening. At award, the Trust shall ratify the Plans and Specifications and any Addendum previously approved by the Director.

k. Subcontract Contracts

Construction Manager shall have sixty (60) days after award by the Trust to enter into construction contracts with Subcontractors and for any self-performance work. Copies of all Subcontractor construction contracts, bonds and insurance shall be provided to the Trust within ten (10) days of receipt and before any Subcontractor is allowed to begin any Work on the site. The Construction Manager may not make any representations or agreements on behalf of the Trust with any construction Subcontractor(s).

14. Calculate and submit the GMP Amendment to the Director in accordance with Article 6 of the Agreement.

15. The Construction Manager may not make any representations or agreements on behalf of the Trust with any construction Subcontractor(s).

II. Construction Services

Construction Services will commence as provided in Article 9 of the Agreement. The Construction Manager is solely responsible for its Project means, methods, techniques, sequences, procedures, and safety programs. During the Project, the Construction Manager shall perform and provide, the following Construction Services:

1. Assume full responsibility for obtaining, storing, and furnishing all Project materials, Equipment, Labor, transportation, tools, appurtenances, temporary facilities, utilities, and all other matters necessary for furnishing, performing, testing, and completing the Services.
2. Construct the Project, in accordance with the Agreement, Final Plans and Specifications, and local, state, and federal standards, laws, ordinances, rules,

regulations, and requirements applicable to health, safety, labor, and Construction Manager's means and methods. Any deviation from this requirement shall require prior approval by the Architect and as required in Sections 3.04 and 9.06 of the Agreement.

3. Commence Construction Services in accordance with Article 9 of the Agreement.
4. Develop and maintain a Project cost control system, including, but not limited to, regular monitoring of actual Costs for activities in progress and estimates for incomplete tasks and proposed changes. Identify variances between actual and estimated costs. Report the variances to the Director's Designee and include this information within its monthly progress report.
5. Notify the Director's Designee in writing within ten (10) days of the Construction Manager's knowledge or discovery, of anything in any drawings, specifications, plans, instructions, sketches, information, requirements, procedures, and other data which the Construction Manager considers to be unsuitable, improper, inaccurate, or defective, in any way in connection with the purposes of such document or data.
6. Manage and direct all construction activities through Project's Final Acceptance, including measures to ensure the Project is Complete and receives Final Acceptance by the Completion Date.
7. Ensure Construction Manager's superintendent is at the Project site whenever Construction Services are ongoing to coordinate the Project's progress, delivery of Materials and Equipment, installation, direction, and coordination with the Subcontractors.
8. Maintain the Project site in a safe and clean manner, including, but not limited to, safety measures and free from accumulation of waste, rubbish, and debris. Implement all applicable safety programs, including an OSHA compliant, comprehensive safety program. The Construction Manager shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Agreement.
9. Clean and remove from the Project site all temporary structures, waste materials, rubbish, the Construction Manager's tools, construction Equipment, machinery, and surplus and discarded Materials from and about the Project, at completion of the Construction Services and applicable construction work but before Final Acceptance and final payment will be made. The Construction Manager shall leave the Project site in a neat and orderly condition and restore to its previous condition prior to the Project. Any waste materials removed from the Project site shall be disposed of at location satisfactory to the Architect and the Director's Designee. If the Construction Manager fails to clean up as provided in this Agreement, the Trust may do so and the Trust shall be entitled to reimbursement from the Construction Manager.

10. Maintain a secure job site for the duration of the Project. The Construction Manager's Project Team and its Subcontractors shall not enter the Airport Operations Area, without proper security badging or escort. The Construction Manager shall maintain the Project's fence at all times during the Project.
11. Maintain rights of way, both public and private, on the secure and non-secure sides of the Airport for the duration of the Project.
12. Meet all Project requirements, including, but not limited to, Project's schedule, budget, quality, safety, security, and other Project elements. The Construction Manager is accountable for meeting all such Project requirements.
13. Prepare and submit daily logs containing weather, planned and actual progress, identify Subcontractors and workers on site, identify Equipment on Project site, identify problems that may affect Project, accidents, injuries, and other information requested by the Director's Designee.
14. Prepare, manage, and submit Project's monthly progress (including Critical Path), billing, cost control, and status reports, in formats acceptable to the Director's Designee. The monthly progress report shall show the completion percentages and other information requested by the Director's Designee. These monthly reports will be submitted alongside each request for payment.
15. Prepare and submit schedules, for the Work and construction activities for each week and for the upcoming 3-week period which will include any Critical Path, long-lead item procurement, Materials and Equipment procurement, construction Subcontractor, overall Construction Services, forecast to base line, and submittal provided to the Director's Designee, upon request.
16. Procure all Material, Labor, Subcontractors, Equipment, and other elements needed to complete the Project.
17. Provide for the Trust's Project Team to visit and observe Project construction at any time. However, these site visits will not relieve the Construction Manager of the prime responsibility for the observation of the Project's construction.
18. Restrict public access to protect the public from all activities associated with the Project.
19. Remediate any Construction Services that are nonconforming Work or are errors and omissions within a reasonable time upon becoming aware of such conditions at its own Cost and expense. Should such remediation be refused or neglected, then the Trust shall be entitled to resolve such conditions at the Construction Manager's sole Cost and expense, in addition to any other remedy to which the Trust may have at law or in equity.

20. Notify the Architect and PM immediately in the event the Construction Manager discovers any apparent error or discrepancy within the Final Plans and Specifications.
21. Schedule, conduct, attend, and participate in Project meetings at regular intervals (or as required) with the Trust's Project Team. Construction Manager shall prepare an agenda, take minutes, and distribute minutes within 48 hours of said meeting. Such meetings will include, but not limited to, discussions regarding the Project's procedures, progress, coordination, scheduling, and status.
22. Supervise and direct the Project and coordinate all testing activities to ensure Project conformance with the Final Plans and Specifications, this Agreement, and construction subcontract documents.
23. Comply to the following standards of work:
 - a. The Construction Manager, Construction Manager's Project Team, and any Subcontractor shall perform all Services and Work in a competent and efficient manner.
 - b. The Director, in the Director's sole discretion, may at any time require the Construction Manager to remove any employee or Subcontractor's employee from the Project whom the Director deems to be unsafe, incompetent, careless or otherwise objectionable. In such an event the removed personnel is the Project's superintendent or Construction Manager's Project Manager, the Construction Manager shall present the Director with their recommended replacement personnel.
24. Create and maintain financial and cost accounting records for all Costs applied to the Project. The Construction Manager will provide an "open book" accounting system throughout the course of the Project. Construction Manager only guarantees the GMP as a whole and does not guarantee any individual line item of the GMP or the Schedule of Values. The Construction Manager shall make available all contracts, books, documents, and business records necessary to verify the nature and extent of the Costs. The Trust reserves the right to review, audit, or verify the GMP and the final Cost of Work and payments before any final payment is made. Notwithstanding any provision of the Agreement to the contrary, the Trust may not audit any Subcontractor lump sum amounts (including self-perform subcontracts) or rates (hourly rates, percentage rates, or otherwise).
25. Conduct Project closeout process including, but not necessarily limited to, Punch List preparation and completion, final inspection, and submittal of all final documentation (As constructed drawings and specifications; bonds; certificates, warranties; maintenance, operation, product, and system O&M data; training the Trust's staff on all new building systems; turn-over to Trust).

26. Provide Project's warranties following final inspection of the Project with Director's Designee and Architect to verify all Services were completed in compliance with the Agreement and construction subcontracts. Verify that no warranty claims are outstanding.

EXHIBIT B – CMAR GENERAL CONDITIONS

SECTION 1. INTERPRETATIONS

These CMAR General Conditions apply to the Construction Manager for Work or Services on Airport property. These CMAR General Conditions shall be passed through, attached, and incorporated into all Subcontractor's subcontracts. For the CMAR General Conditions, any definition contained in this Agreement shall apply herein. In the event there are any conflicts between a definition in this Agreement and those defined herein, then the definitions contained in these CMAR General Conditions shall control in the interpretation of these CMAR General Conditions. Unless otherwise stated in this Agreement, words that have well-known technical or construction industry meanings are used in this Agreement in accordance with such recognized industry meanings.

SECTION 2. SCOPE OF WORK

2.01 Meaning and Intent of Final Plans and Specifications

It is the intent of the Final Plans and Specifications to prescribe a Complete Project, including its Construction Services, Work, or improvement, which the Construction Manager undertakes to do, in full compliance with the Final Plans and Specifications, Agreement, and the applicable Subcontractor contracts. The Construction Manager shall do or cause to be done all Construction Services and Work as provided in the Final Plans and Specifications, Agreement, applicable Subcontractor contracts, and Incidental Work necessary to Complete the Project in an acceptable manner which conforms and is in compliance with the Final Plans and Specifications, this Agreement, and the applicable Subcontractor contracts. Construction Manager shall furnish all Labor, materials, tools, Equipment, and incidentals necessary for the prosecution of the Construction Services and Work required by this Agreement, applicable Subcontractor contracts, and the Final Plans and Specifications.

The Construction Manager shall examine all drawings prior to the issuance of the Trade Bids and the Project's Notice to Proceed. The Construction Manager shall require itself (for self-performance of any of the Construction Services or Work), Subcontractors, and materials suppliers to provide Construction Services and Work as required by this Agreement, applicable Subcontractor contract, and Final Plans and Specifications. The Construction Manager shall provide necessary utility connections.

These General Conditions are mandatory for the Construction Manager. The Construction Manager is solely responsible for furnishing, providing, and installing, readying for successful and continuous use, all Work or Construction Services, whether provided by the Construction Manager, the applicable Subcontractors, Equipment suppliers, or materials suppliers. It is the intent that the Construction Manager will competitively bid and contract through different Trade Bid packages the Project's Construction Services and Work. After the Trust awards a Subcontractor contract, on the contract form approved by the Trust and a scope of Work which sets forth the Work each Subcontractor will be held responsible to Complete, the Construction Manager shall enter into construction subcontracts with such bidders.

The Construction Manager is responsible to provide all Work, Construction Services, items, articles, materials, operations, or methods listed, mentioned, or scheduled, either in this Agreement, Subcontractor contracts, Final Plans and Specifications, including all Incidental Work.

The Construction Manager, Subcontractors, and suppliers are granted only a limited license to use and reproduce this Agreement and the Final Plans and Specifications for use only in executing the Project's Construction Services.

Organization of the Final Plans and Specifications into divisions, sections and articles, and arrangement of drawings shall not control how the Construction Manager divides the Construction Services among Subcontractors or in establishing the extent of Construction Services to be performed by any Subcontractor.

2.02 Alter, Increased, or Decreased Work or Construction Services

The Trust reserves the right to alter, increase, or decrease the Construction Services or Work to be performed or to extend or shorten the Project at any time when and as the Trust finds it necessary. The Construction Manager shall perform the Construction Services and any applicable Work as revised, altered, increased, or decreased at the Guaranteed Maximum Price, which may be adjusted in accordance with this Agreement. No such changes shall be considered as waiving or invalidating any condition or provision of this Agreement. The Trust's right to alter the Work or Construction Services within this Paragraph 2.02 shall not be construed as the Trust's authorization to the Construction Manager to perform extra Work or Construction Services.

2.03 Alterations of Final Plans and Specifications

The Trust reserves the right to make such changes in the Final Plans and Specifications, and in the character of the Work as may be necessary or desirable to ensure completion of the Construction Services in the most satisfactory manner. In the event such changes alter the Final Plans and Specifications or change the general nature of the Construction Services as a whole or otherwise cause an increase in Construction Manager's Costs or time for performance of the Work or Construction Services, the Construction Manager may seek an Amendment. Any changes in the Final Plans and Specifications and character of the Work shall not be considered as waiving or invalidating any condition or provision of this Agreement.

2.04 Extra Construction Services or Alteration of Construction Services

The Trust reserves the right to extra Work or Construction Services in the best interest of the Trust, and as may be necessary to ensure Completion of the Project in the most satisfactory and desirable manner. No such alterations shall waive or invalidate any condition or provision of this Agreement. Payment for extra Work or Construction Services or applicable construction Work will be made as hereinafter provided.

The Agreement may be changed only by a written Amendment approved by the parties. The Trust reserves the right to reject Construction Services, or applicable

construction Work or supplies which do not conform to this Agreement, Project's Final Plans and Specifications, or applicable Subcontractor contracts.

Construction Manager is not required to proceed with any extra Work or Construction Services until an Amendment approved and executed by the parties incorporating such extra Work or Construction Services, and any additional Cost of Work and time extensions resulting from this Agreement. The Construction Manager may seek an Amendment in accordance with this Agreement.

If the Construction Manager defaults or neglects to carry out the Construction Services in accordance with this Agreement and fails within a ten-day period after receipt of written notice from the Trust to commence and continue correction of such default or neglect with diligence and promptness, then the Trust may, without prejudice to other remedies the Trust may have, correct such default, or neglect deficiencies. If the Trust corrects such deficiencies, then such cost and expenses shall be applied to the Construction Manager through a deduction from payments due the Construction Manager as the Cost of correcting such deficiencies, including compensation for the Architect's additional services. The Architect may, pursuant to this Agreement (See Agreement's Subparagraph 8.01(F)(vi)), withhold or nullify a Claim Voucher or Certificate for Payment for payment, in whole or in part, to the extent reasonably necessary to reimburse the Trust for the Cost of correcting such deficiencies. If current and future payments are insufficient to cover such amounts, the Construction Manager shall pay the difference to the Trust. If the Construction Manager disagrees with the actions of the Trust or the Architect, or the amounts claimed as Costs to the Trust, the Construction Manager may file a claim pursuant to this Agreement (See Agreement's Paragraph 8.02 or Article 24).

SECTION 3. CONTROL OF WORK AND MATERIALS

3.01 Definitions

For the purpose of this Section, the following definition of Substitution(s) shall apply.

"Substitution(s)" shall mean the

- a. Construction Manager's submitted proposal to the Architect and Director to modify materials, Equipment, or Work in the applicable Trade Bid which the Construction Manager is bidding to self-perform.
- b. Trade bidder's submitted proposal to Construction Manager to modify materials, Equipment, or Work in the applicable Trade Bid.

Which are reviewed by the Architect and Director. If approved by the Architect and Director, the Substitution shall modify the Trade Bid (by Addendum). It is the Architect's responsibility to determine the Substitution meets and/or exceeds the requirements of Final Plans and Specifications and does not impair in any manner the essential functions or characteristic of the Project, including but not limited to:

- i. Service life;
- ii. Economy of operations;

- iii. Ease, schedule, and Cost of maintenance;
- iv. Desired appearance or design; or
- v. Safety standards.

3.02 Authority of Architect

All Construction Services and Work shall be done under the administrative oversight and observation of the Architect and in accordance with this Agreement, Subcontractor contracts and Final Plans and Specifications. The Architect shall opine questions which arise as to the quality and acceptability of materials furnished, Construction Services performed, manner of performance, rate of progress of the Work, interpretation of the Final Plans and Specifications, acceptable fulfillment of this Agreement and applicable Subcontractor contracts, and suspension of Work and Construction Services. If a stop Work or suspension of Construction Services has been recommended by the Architect and the Director issues, then the Construction Manager shall stop Work or suspend Construction Services, including that of its Subcontractors. The Architect will recommend approval of Amendment(s) to the Trust. The Architect shall opine on the amount and quality of Construction Services performed and materials furnished, and the Architect's opinion and estimates, and the Construction Manager's Schedule of Values, shall be used by the Trust in evaluating the Construction Manager's Claim Voucher.

The authority of the Architect shall not be construed to include (a) the authority to waive, revise or modify Final Plans and Specifications as herein set forth either as to kind, type, or quality of materials, or manner or quality of construction, or (b) the authority to direct or interfere with Construction Manager's means and methods, or construction sequencing.

3.03 Authority of the PM

All Construction Services and Work shall be done under the administrative oversight and observation of the PM as described within the Special Provisions located at Exhibit "N." The PM may direct or interfere with the Construction Manager's means and methods or construction sequencing when such interferes with the operations of the Airport.

3.04 Intentionally Deleted

3.05 Existing Structures Not Shown on Plans

The Final Plans and Specifications show the location of certain existing surface and subsurface structures. The Trust assumes no responsibility for the failure to show any or all structures on the Final Plans and Specifications, or to show them in their exact location, or for other information provided to the Construction Manager under this Agreement's Section 4.01. Notwithstanding the foregoing, Construction Manager is entitled to rely on the adequacy and accuracy of the Final Plans and Specifications as well as other information provided to the Construction Manager under this Agreement's Section 4.01. It is mutually agreed such failure could be considered a sufficient basis for claims for extra time, Work or Construction Services and/or for increasing the pay quantities in any manner as stated in the following paragraph.

If the Construction Manager encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the

Final Plans and Specifications or other information provided to the Construction Manager under this Agreement's Section 4.01, or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Final Plans and Specifications, the Construction Manager shall promptly provide notice to the Trust before conditions are disturbed and in no event later than 10 days after first observance of the conditions. The Construction Manager will promptly request the Architect to investigate such conditions and, determine whether the conditions do materially differ from the Final Plans and Specifications, or other information provided to the Construction Manager under Section 4.01 and whether that material difference causes an increase or decrease in the Cost of Construction Manager's Work or Construction Services, or an extension of the date of Substantial Completion, or both. If the Architect determines that the conditions at the Project site are not materially different from those indicated in the Final Plans and Specifications or other information provided to the Construction Manager as provided in this Agreement and that no change in the terms of this Agreement is justified, the Architect shall promptly notify the Trust and Construction Manager, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a claim as provided in this Agreement.

3.06 Coordination of Final Plans and Specifications

The Final Plans and Specifications and all supplementary documents are intended to describe Complete Construction Services and Work and are essential parts of the Project. A requirement occurring in any of them is binding. The Construction Manager shall take no advantage of any known error or omission in the Final Plans and Specifications, and the Architect shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the Final Plans and Specifications. Construction Manager's only obligation with respect to errors, inconsistencies, omissions in the Final Plans and Specifications, or any failure of the Final Plans and Specification's lack of compliance with laws or codes, is to report any such errors, omissions, inconsistencies, or non-compliance discovered by or made known to Construction Manager to the Architect in writing before proceeding with the affected Work or Services. If the Construction Manager or its Subcontractors perform any construction activity knowing it involves a recognized error, inconsistency, or omission in the Final Plans and Specifications without such notice to the Architect, the Construction Manager shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable Costs for correction.

3.07 Cooperation of Construction Manager

A. Project Coordination

Construction Manager shall not be relieved of its obligations to perform the Project or its Construction Services in accordance with this Agreement either by activities or duties of the PM or Architect in the Architect's administration of this Agreement, or by tests, inspections or approvals required or performed by persons or entities other than the Construction Manager.

Unless otherwise provided in this Agreement, the Construction Manager shall provide and pay for all Construction Services and all of the Project's

Subcontractors' services, including, but not limited to the Project's Work, Labor, materials, Equipment, tools, construction Equipment and machinery, water, heat, utilities, transportation, and other facilities and Services required of Construction Manager by the Final Plans and Specifications or reasonably inferable therefrom as being necessary for proper execution and completion of the Construction Services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Construction Services.

The Construction Manager shall give the Construction Services the consistent attention necessary to facilitate the performance thereof and shall cooperate with the Architect and their inspectors and with other contractors in every way possible.

The Construction Manager shall provide all reasonable access to enable the Architect and their inspectors to inspect the workmanship and materials entering into the Construction Services.

The Construction Manager shall consult with the Architect and coordinate Construction Services in such a manner as to interfere as little as possible with the normal function of personnel and operations of business and traffic surrounding the Project site. Construction Services shall be scheduled so that at the end of each workday reasonable temporary measures are in place to protect the Project's structures and their contents, Work, and Construction Services from water damage.

B. Schedule Coordination

A Work schedule shall be agreed upon by the Architect, Director, tenant, and Construction Manager. Enough advance notification shall be given before any specific item of the Work commences in order to allow the tenant to make any changes in their Work schedule, if necessary. The Construction Manager shall provide enough advance notification before Working to allow tenant(s) to move any equipment below or adjacent to the Project site.

C. Safety Coordination

The Construction Manager shall protect all existing Construction Services or Work that are to remain in place and shall replace or repair any damage occurring to existing buildings and grounds due to any Construction Services on the existing buildings and grounds. No Construction Services shall be allowed over or near parked aircraft.

Levels of quality or workmanship shall be governed by applicable portions of sections of the Final Plans and Specifications.

All Equipment which is proposed to be used for Construction Services shall be of sufficient size and in such mechanical condition as to meet requirements of the Construction Services and produce a satisfactory quality of Construction Services. Equipment used on any portion of the Construction Services shall be such

that no injury to previously completed Construction Services, adjacent property or existing facilities will result from its use.

Construction Services included in any paragraph of any section of the Final Plans and Specifications shall not in any way limit responsibility of Construction Manager to perform all Construction Services and furnish materials required by the Final Plans and Specifications.

The Construction Manager shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Project.

D. Labor Coordination

The Construction Manager shall, at all times, employ sufficient Labor and Equipment for providing the Construction Services to a Complete status in the manner and time required by this Agreement, applicable Subcontractor contracts, and the Final Plans and Specifications.

The Construction Manager shall ensure all workers and Subcontractors have sufficient skill and experience to properly perform the Construction Services and Work assigned to them. The Construction Manager shall ensure all Project workers engaged in special or skilled Work have and maintain the required licenses and/or certificates. Further, the Construction Manager shall ensure the Project's workers have sufficient experience in such Construction Services or Work and in the operation of the Equipment required to perform the Construction Services or applicable Work satisfactorily.

Any person employed by the Construction Manager or by a Subcontractor who, in the opinion of the Architect and Director, does not perform Work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Director, be removed forthwith by the Construction Manager or Subcontractor.

Should the Construction Manager or Subcontractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the Construction Services, the Architect may suspend the Work by written notice until compliance with such orders.

3.08 Safety on Airports During Construction Activity

The Airport operator is required to fully comply with the Federal Aviation Regulation Part 139. Adherence to the following provisions will materially assist the Airport operator in providing the level of safety required by the regulation.

A. Construction Activity and Aircraft Movements

During the time that the Construction Manager is performing the Construction Services, the Project site shall always remain on the unsecured side of the AOA fence, so the Airport's aprons, taxiways, and runways at the Airport will remain in use by aircraft to the maximum extent allowable.

B. Instructions for Project Site

In order to maintain operations of the existing facilities with the minimum of interference to normal operations, the following standards shall be observed and followed by the Construction Manager:

- i. The Construction Services, once started, shall be continued in a diligent and timely manner until Completed.
- ii. The Construction Manager shall provide and maintain pennant type flagging around the Project site for the duration of the Project. Approved flashing yellow or red lights will also be provided by the Construction Manager along the flagging at 25-foot intervals. Neither the flags nor the lights shall be over 18 inches in height. The Construction Manager shall not allow any Equipment or personnel outside the flagged and lighted construction area.
- iii. Flare pots will not be permitted for temporary lighting of pavement areas or to denote construction limits.
- iv. Construction Equipment shall not exceed a height of 150 feet above the airport surface. Any Equipment exceeding a height of 25 feet shall be obstruction marked and/or lighted in accordance with AC 70/7460-1 and, when not in use, lowered to its lowest possible stowed height.
- v. Use of any Equipment exceeding 25 feet will require Construction Manager to provide the Department of Airports a 1A survey of all the Equipment's locations for the filing of Form 7460-1 "Airspace Study" with the FAA.
- vi. The Cost of providing pennant flags and yellow flashing lights shall be included in the Trade Bid base bids and shall be the sole responsibility of the Construction Manager.

C. Excavation Work

Prior to any excavation, 72 hours advance notification must be made to the Director's Designee. It is the policy of the Trust and the Department of Airports that excavation for maintenance, repair, or construction is not undertaken over, crossing or near energized electric feeders, distribution, or service lines; pressurized natural gas distribution or service lines; or pressurized underground water or fire suppression pipelines. The potential for destruction or damage to Equipment and property, possible personal injury, and long-term interruption of essential utilities has made it necessary that all utility lines be de-energized or de-pressurized prior to excavation. This Paragraph 3.08(C) does not in any way relieve the Construction Manager of its legal obligation to timely notify the One Call System for utility location prior to any ground disturbing activity or excavation.

3.09 Construction Manager's Project Supervision and Superintendent

The Construction Manager shall keep on the Project Site a competent and experienced superintendent and any necessary assistance, all satisfactory to the Architect and Director. The superintendent shall not be changed without the consent of the Architect and Director unless the superintendent proves to be unsatisfactory to the Construction Manager and ceases to be employed by the Construction Manager. The superintendent shall represent the Construction Manager in their absence and all directions given to them shall be as binding as if given to the Construction Manager. Substantial directions shall be confirmed in writing to the Construction Manager. Other directions shall be confirmed on written request in each case. When Construction Services are in progress, the Construction Manager shall always be represented either in person by a qualified superintendent.

The Construction Manager shall give efficient supervision to the Construction Services, using their best skill and attention. The Construction Manager shall carefully study and compare all drawings, Final Plans and Specifications, and other instructions, and shall at once report to the Architect any error, inconsistency, or omission which they may discover, but they shall not be held responsible for the existence or discovery.

The Construction Manager shall be responsible to the Trust for acts and omissions of the Construction Manager's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Construction Services for, or on behalf of, the Construction Manager or any of its Subcontractors.

The Construction Manager shall be responsible for inspection of portions of Construction Services already performed to determine that such portions are properly performed and in proper condition to receive subsequent Construction Services.

The Construction Manager shall enforce strict discipline and good order at the Project site and among the Construction Manager's employees, Subcontractors, agents, and other persons carrying out the Construction Services. The Construction Manager shall not permit employment with the Construction Manager or its Subcontractors of unfit persons or persons not properly skilled in tasks assigned to them.

3.10 Measurements

Before ordering any materials or doing any Construction Services, the Construction Manager shall take field measurements of existing conditions and compare them against measurements and dimensions given in the Final Plans and Specifications. The Construction Manager is responsible for its own field measurements. To the extent the Final Plans and Specifications are in error then Construction Manager shall be entitled to be reimbursed for its additional Costs or any Critical Path delays resulting therefrom. If the Final Plans and Specifications are accurate then the Construction Manager shall be responsible for its additional Costs and any Critical Path delay resulting from its field measurement discrepancy. These obligations are for the purpose of facilitating coordination and construction by the Construction Manager and are not for the purpose of discovering errors, omissions, or inconsistencies in the Final Plans and Specifications. It is recognized that the Construction Manager's review is made in the Construction Manager's capacity as a construction manager and not as a licensed design professional, architect, or engineer. If any differences between the Construction Manager's field measurements and

Final Plans and Specifications' dimensions or measurements cause causes a revision, increase, or decrease in the Construction Manager Cost of, or time for performance of, the Work or Construction Services, Construction Manager may request an equitable adjustment of the Guaranteed Maximum Price, the date of Substantial Completion, or both.

3.11 Source of Supply and Quality of Materials

The Construction Manager shall not start delivery of materials until the Architect has approved the source of supply. Only materials conforming to the requirements of these Final Plans and Specifications shall be used in the Construction Services, and such materials shall be used only after written approval has been given by the Architect, and only so long as the quality of said materials remains equal to the requirements of the Final Plans and Specifications. The Construction Manager shall furnish approved materials from other sources, if for any reason the product from any source at any time before commencing or during the prosecution of the Construction Services proves unacceptable. After approval, any materials which have become mixed with or coated by dirt or any other foreign substance during its delivery and handling shall be cleaned or replaced as required by the PM and Architect before installation.

3.12 Approval of Materials

Where the Final Plans and Specifications identify "approved" or "approved equal" materials or standard materials, but do not identify a specific standard or brand, the Construction Manager, immediately after this Agreement and/or the applicable Subcontractor contracts are executed and before ordering materials, shall make written request to the Architect for, and obtain Architect and Director approval of, the use of any materials other than those mentioned as standard in the Final Plans and Specifications or so indicated on the drawings. Subcontractors and suppliers shall make all requests for approval through the Construction Manager.

3.13 Substitution of Materials

Where the Final Plans and Specifications identify specific materials, the Construction Manager shall supply those materials or shall request a Substitution for other materials. For any requested Substitution, the Construction Manager shall submit data, including samples for comparison and tests, when requested by the Architect, on all requested Substitutions. No Substitution shall be made unless approved as equal and authorized in writing by the Architect and Director. Any requested Substitution of specified materials shall be submitted by the Construction Manager to the Architect prior to ordering the materials. All prospective bidders on the Trade Bids shall be notified of the Substitution through the bidding process of an approved Substitution.

3.14 Cooperation of Subcontractors

All Subcontractors are expected to cooperate with each other and the Construction Manager. The Construction Manager is expected to manage this expectation with their Subcontractors. The Construction Manager shall coordinate the Work of the Subcontractors in such a manner as not to delay or interfere with the Work of others. Subcontractors shall perform their Work in conformity with the Final Plans and Specifications, their contract, and construction called for under other phases of this Project. All Subcontractors shall examine all drawings and read all Final Plans and

Specifications whether for their specific Work or for the Work of others, so that they will be able to coordinate their Work accordingly. Each Subcontractor shall report promptly to the Construction Manager and the Architect any delay or difficulties encountered in installation of the Construction Services which might prevent the prompt and proper installation of their Work or make it unsuitable to connect or receive their Work or the Work of others. The failure of Subcontractor to make a report shall constitute acceptance of Work of others as being fit for proper reception of their Work.

3.15 Materials, Workmanship – Samples and Tests of Materials

All Construction Services, Work, workmanship, Equipment, and materials hereinafter specified shall be of the kind described in the Final Plans and Specifications and, unless otherwise specified, shall be new and of specified quality. All Construction Services, Work, workmanship, Equipment, and materials shall be certified by certifying agencies, including Underwriters' Laboratories, Inc., if and to the extent required by the Final Plans and Specifications.

The Construction Manager shall submit samples of materials and finish appliances when required by the Final Plans and Specifications. All such samples must be approved by the Architect in writing before the affected Work is executed, and all Construction Services shall conform in all respects to approved samples. Construction Services not conforming to the approved samples will be rejected and the Construction Manager shall remove such nonconforming Construction Services and replace it with Work that does conform. If samples are not approved, others shall be submitted until satisfactory samples have been approved. The Construction Manager is responsible for all testing required of Construction Manager by the Final Plans and Specifications and the Trust shall be responsible for all other testing of materials. Tests are to be made in accordance with the standards required by the Final Plans and Specifications for testing the applicable materials unless otherwise specified. All tests shall be conducted by a laboratory approved by the Architect and the Director's Designee. The Construction Manager shall provide such facilities as may be required for collecting and forwarding samples and shall not use the materials represented by the samples until tests have been made and approved by the Architect. All field tests shall be conducted by a representative of the approved testing laboratory. The Construction Manager is responsible for coordinating with the testing agency. Testing shall be done as directed by the Architect, and nothing in the Final Plans and Specifications shall be construed as limiting the number of tests to be made.

3.16 Construction Manager's and Manufacturer's Warranty

In addition to any manufacturer's Warranty or Warranty required by the Final Plans and Specifications, the Construction Manager shall Warranty the Project's Construction Services and Work for two (2) years from the date of Substantial Completion or Final Acceptance, whichever occurs first. Further, the Construction Manager shall provide the Project's materials furnished under this Agreement will be of good quality, new, and will conform to the requirements of the Final Plans and Specifications, Agreement, and applicable Subcontractor contracts. All manufacturer's warranties for materials, Equipment, or other special equipment required by this Agreement shall be issued in the name of the Trust and shall commence following Final Acceptance or at Substantial Completion if so approved. The Construction Manager's warranty, manufacturer's

warranty, and any other warranties required within the Final Plans and Specifications are separate. The Construction Manager's warranty, the manufacturer's warranty, and any other warranties required by the Final Plans and Specifications are separate and outside of any bond. Neither the final Certificate for Payment, nor final payment, nor any provisions in this Agreement, shall relieve the Construction Manager of responsibility for negligence or faulty materials or workmanship within the extent and period provided. Upon written notice from the Architect or the Trust, Construction Manager shall remedy any defects due thereto and cover the Construction Manager's Costs of Work for any defects' remedy, the cost of labor to resolve said defects, and the cost of correcting any damage to other Construction Services resulting therefrom. Any of the Project's Construction Services, Work, materials, and Equipment not conforming to applicable requirements and this Paragraph 3.16 Warranty requirements, including unapproved Substitutions, will be considered defective.

3.17 Storage of Materials

Materials shall be stored so as to ensure the preservation of their quality and fitness for the Construction Services. When directed by the Architect, the materials shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be located so as to facilitate prompt inspection by the PM and Architect.

3.18 Inspection

The Construction Manager shall furnish the Architect with every reasonable access for ascertaining whether or not the Construction Services, Work and any Incidental Work as performed are in accordance with the requirements of the Final Plans and Specifications. If the Architect requires, the Construction Manager shall, at any time before Final Acceptance, remove and uncover such portions of the finished Work or Construction Services as may be directed for inspection. After inspection, the Construction Manager shall restore said portion of the Construction Services to the condition required by the Final Plans and Specifications.

If the Architect requests or Final Plans and Specifications require Architect examine a portion of the Work or Construction Services which the Construction Manager covers prior to such examination, then Construction Manager must, if requested in writing by the Architect, uncover the applicable Work or Construction Services for the Architect's examination and replace the covering at the Construction Manager's expense without change to the Completion Date, date of Substantial Completion, or in the GMP. Should the materials used, Work, or Construction Services be determined to be unacceptable, then the cost of correction, removal, repair, and/or replacement, shall be at the Construction Manager's expense.

If a portion of the Work or Construction Services has been covered that the Architect has not specifically requested to examine prior to its being covered and the Final Plans and Specifications did not require such examination prior to covering, the Architect may request to see such Work or Construction Services and it shall be uncovered by the Construction Manager. If such Work or Construction Services is in accordance with the Final Plans and Specifications, the Construction Manager may request an equitable

adjustment to the Guaranteed Maximum Price, or date of Substantial Completion, or both, as may be appropriate. If such Work or Construction Services are not in accordance with the Final Plans and Specifications, the costs of uncovering and covering the Work or Construction Services, and the cost of correction, removal, repair, and/or replacement, shall be at the Construction Manager's expense.

The Architect and their representatives shall at all times have access to Work wherever it is in preparation or progress. The Construction Manager shall at all times provide proper and safe access for inspection.

Trust may maintain inspectors on the job in addition to the Architect for the purpose of inspecting materials, methods, and character for the Work or Equipment, and these inspectors will deal with the Construction Manager only through the Architect.

3.19 Removal of Defective and Unauthorized Construction Services

All Construction Services which do not comply with the Final Plans and Specifications shall be repaired, or if such Construction Services cannot be satisfactorily repaired then such Construction Services shall be removed and replaced, at the Construction Manager's expense. Defective materials shall be removed immediately from the Project site.

Construction Services falling into the following classifications will be done at the Construction Manager's risk and will be considered unauthorized; and, at the option of the Architect and Trust, may not be measured and paid for and may be ordered removed at the Construction Manager's expense; to wit:

- A. Construction Services performed without lines and grades being established.
- B. Construction Services done beyond the lines or not in conformity with the grades shown on the Final Plans and Specifications or as established.
- C. extra or unclassified Construction Services done without written authority or prior agreement in writing as to price.

Upon the failure of the Construction Manager to satisfactorily repair or to remove and replace, if so directed, any rejected, unauthorized or condemned Construction Services and materials immediately after receiving notice from the Architect pursuant to this Agreement and Final Plans and Specifications, the Architect shall, after giving written notice to the Construction Manager, have the authority to cause defective Construction Services to be remedied or removed and replaced, or to cause unauthorized Work to be removed and to deduct the Cost thereof from any compensation due or to become due to the Construction Manager. If the Architect and Trust deem it inexpedient to correct Construction Services injured or done not in accordance with this Agreement or applicable Subcontractor contracts, an equitable deduction from the shall be made, therefore.

3.20 Correction of Construction Services After Final Payment

Neither the final Certificate for Payment, final payment, nor any provision in this Agreement shall relieve the Construction Manager of the responsibility to remedy defective or faulty materials or workmanship. Unless otherwise specified in this Agreement, the Construction Manager shall remedy any defective or faulty materials and workmanship

within 30 days of notice and such obligation shall continue for the length of any applicable Warranty of the Construction Manager. The Trust shall give notice of observed defective and faulty materials and workmanship with reasonable promptness.

SECTION 4. LEGAL RELATION AND RESPONSIBILITY TO THE PUBLIC

4.01 Laws, Building Codes, Taxes, and Permits

The Construction Manager shall:

- A. Comply fully with all laws, codes, and ordinances pertinent to all Work and Construction Services on this Project, except that the Construction Manager is not responsible for any failure of the Final Plans and Specifications to comply with laws, codes, and ordinances.
- B. Pay and bear all expenses of sales tax and other taxes pertaining to the Project, except as otherwise provided in this Agreement.
- C. Pay all Costs in connection with utility services including all fees, taps, permits, meters, and regulators. Costs for utility services shall be included in the Cost of Work.
- D. The Construction Manager, their employees, agents, and Subcontractors are solely responsible for applying for and obtaining all required City, County, and State permits, licenses, and inspections.
- E. The City of Oklahoma City does not waive the Costs of permits, licenses of Code Enforcement Inspections for construction on Trust or City property. The Construction Manager, their employees, agents, and Subcontractors are solely responsible for applying for and obtaining all required City, County and State permits, licenses, and inspections. Costs for licenses, permits and inspections shall be included in the Cost of Work.
- F. Use of any Equipment exceeding 25 feet will require Construction Manager to provide the Department of Airports a 1A survey of all the Equipment's locations for the filing of Form 7460-1 "Airspace Study" with the FAA.

4.02 Patented Devices, Materials, and Processes

If the Construction Manager desires to use any design, device, materials, or process covered by letters, patent, or copyright, they shall provide for such use by suitable legal agreement with the patentee or Trust. It is mutually understood and agreed that without exception this Agreement's compensation (See Article 5 of this Agreement) prices shall include all royalties or Costs arising from such patents, trademarks and rights-of-way involved in the Work. The Construction Manager and the surety shall defend, indemnify and save harmless the Trust and all its officers, agents and employees from all suits, actions or claims of any character, name and description, brought forth on account of infringement or alleged infringement, by reason of the use of any such patented design, device material or process or any trademark or copyright used in connection with the Work agreed to be

performed under this Agreement, and shall indemnify the Trust for any Cost, expense or damage which it may be obligated to pay by reason of any action or actions, suit or suits which may be commenced against the Trust for any such infringement or alleged infringement at any time during the prosecution or after the completion of the Work contracted for herein. It is mutually agreed that the Trust may give written notice of any such suit to the Construction Manager and thereafter the Construction Manager shall attend to the defense of the same and save and keep harmless the Trust from all expenses, counsel fees, Cost liabilities, disbursements, recoveries, judgments, and executions in any manner growing out of, pertaining to, or connected therewith. Notwithstanding any provision of this Agreement to the contrary, Construction Manager shall not be responsible for defense, indemnity, or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Final Plans and Specifications, or where the copyright violations are contained in Final Plans and Specifications.

4.03 Public Convenience and Safety

Materials stored at the Project site shall be so placed, and the Construction Services and Work shall at all times be so conducted, as to cause no greater obstruction for the traveling public than is considered reasonably necessary by the Architect. The Construction Manager shall make provisions, bridges, or other accommodation at all cross streets, highways, sidewalks, and private driveways, for the free passage of vehicles and pedestrians, provided that where bridging is impracticable or unnecessary, the Construction Manager may make arrangements satisfactory to the Architect and Director for the diversion of traffic. The Construction Manager shall provide all materials at their own expense and perform all Construction Services necessary for the construction and maintenance of roadways and bridges for the diversion of traffic. Sidewalks must not be obstructed unless with special permission of the Architect, subject to the approval of the Trust.

Neither the Project site materials excavated, nor the Project's Construction Services, Work, vehicles, Equipment, materials, shall be placed, or removed, so as to endanger the Construction Services, Work, Project site and its surrounding area, Airport property, public, or prevent free access to all fire hydrants, water valves, gas valves, manholes for electric, telephone, telegraph or traffic signal conduits, sewers or fire alarm or police call boxes in the vicinity. The Trust reserves the right to remedy any neglect on the part of its attention after ten (10) days' notice in writing to the Construction Manager, save in cases of emergency, when it shall have the right to remedy any neglect without notice; and in either case, the Cost of such Work done by the Trust shall be deducted from monies due or to become due the Construction Manager. The Construction Manager shall notify the Airport's fire department headquarters when any street is closed or obstructed, and when directed by the Architect, shall keep any street or streets in condition for unobstructed use by fire apparatus.

When the Construction Manager is required to construct temporary culverts, bridges, or make other arrangements for crossing over ditches or streams, their responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

4.04 Protection of Property

The Construction Manager shall protect the Project site, Work and the Construction Services from damage resulting from carelessness or other causes or by reason of the action of the elements until the entire Work, Construction Services and Project have achieved Substantial Completion. The Construction Manager shall protect adjacent property and the Project site from damage caused by the Construction Manager or its Subcontractors. Trust assumes no responsibility whatever for damage or loss to any of the Work, Construction Services, or adjacent property caused by Construction Manager or its Subcontractors.

4.05 Barricades and Warning Signs

Where Construction Services are carried on in or adjacent to any street, alley or public place, the Construction Manager shall at their own expense furnish and erect such barricades, fences, lights, and danger signals, and shall provide such watchmen and shall take such other precautionary measures for the protection of persons or property and of the Construction Services as are necessary. Barricades shall be painted white or yellow so as to be visible at night. The paint shall be renewed as often as necessary to keep the barricades substantially covered.

From sunset to sunrise, the Construction Manager shall furnish and maintain at least one (1) light at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any Construction Services. The Construction Manager shall furnish watchmen in sufficient numbers to protect any new Construction Services. Failure to comply with this requirement will result in the Architect shutting down the Construction Services until the Construction Manager shall have provided the necessary protection.

The Construction Manager will be held responsible for all damage to the Project site, Work and/or Construction Services due to Construction Manager's or its Subcontractor's failure to maintain barricades, signs, lights and watchmen to protect it; and whenever evidence of such damage is found prior to Final Acceptance, the Architect may order the damaged portion removed immediately and replaced by the Construction Manager at their expense if such action is justified. The Construction Manager's responsibility for the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the Project shall have achieved Final Acceptance.

4.06 Protection and Restoration of Private Property

The Construction Manager and its Subcontractors shall not enter upon private, or tenant occupied property for any purpose without first obtaining permission. The Construction Manager and its Subcontractors shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements, driveways, and sidewalks to all water, sewer, gas or electric lines or appurtenances thereof, and to all other public or private property along or adjacent to the Project site. The Construction Manager shall notify the proper representatives of any utility, public service corporation, tenant, or individual, not less than twenty-four (24) hours in advance of any Construction Services or Work which might damage or interfere with the operation of their property along or adjacent to the Project site.

The Construction Manager and its Subcontractors shall be responsible for all damage or injury to tangible property of any character resulting from any act, omission, neglect, or misconduct by Construction Manager or its Subcontractors in the manner or method of executing the Construction Services or Work and said responsibility shall not be released until the Construction Services and Work shall have been Completed and Final Acceptance by the Trust. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect or misconduct in the execution of the Construction Services in consequence of the non-execution thereof on the part of the Construction Manager or its Subcontractors, they shall restore at their expense such property to a condition similar or equal to that existing before such damage or injury was done; by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner.

In case of the failure on the part of the Construction Manager or its Subcontractors to restore such property or make good such damage or injury, the Architect, upon ten (10) days' written notice, may proceed to repair, rebuild, or otherwise restore such property as may be determined necessary, and the Cost thereof will be deducted from any monies due or become due to the Construction Manager under this Agreement.

4.07 Use of Project Site

The operation of all ground Equipment, mobile or stationery, required for construction, repair or any other purpose shall be governed as follows:

- A. All vehicles, Equipment, and materials, when not in use or about to be installed, shall be left in spaces made available for that purpose by the Director. All Equipment on the airfield, when in use or not, shall be marked with orange and white checkered, flags no smaller than 3 feet square during the day and with 360-degree head amber electric flasher lights at night. No vehicles shall enter the airfield or inside the AOA without a proper permit. No Equipment shall be parked within 750-ft. of the centerline of any runway or within 250-ft. of the centerline of any taxiway, unless specifically authorized in writing by the Director. Equipment parked on the airfield area shall be kept to an absolute minimum and restricted to Equipment actually used in the Construction Services under progress.
- B. Nothing shall be placed on the airfield without written authority of the Director.
- C. Parking areas for Construction Manager's or Subcontractor's Equipment, supplies, materials, and employee vehicles will be as established by the Director's Designee or as indicated on the Final Plans and Specifications.
- D. Neither Equipment nor personnel shall use any runway, taxiway, or apron for the purpose of hauling materials or access to the Project site unless the hard surface is officially closed by the Director. Authorized Equipment operating on any hard surfaces shall be limited only to Equipment with pneumatic tires. Prior to use of any hard surface, obtain written permission from the Architect. The aircraft operating on the field shall have the right-of-way over all other traffic on the field. All drivers shall be instructed to always be alert for aircraft and to follow

routes designated for vehicular traffic. Certain Construction Manager employees may be required to attend a vehicle driving course before being allowed to drive on the AOA.

- E. Prior to initiation of operations which will require the crossing of any hard surface, the Construction Manager shall receive written permission from the Director. A signalman with visual or radio contact with the Airport Traffic Control Tower is required. Moving aircraft has priority over all other traffic on the field. Only Equipment with pneumatic tires shall be allowed to cross paved areas. It shall be the responsibility of the Construction Manager to keep paved surfaces free at all times of any materials that might drop from moving vehicles while crossing paved areas.
- F. Construction Manager shall conform to the requirements of the Director as to the placement, type and service of special barricades, obstruction and hazard marking, and lighting devices used to identify danger areas to aircraft.
- G. Hauling across end zones of any runways will not be permitted unless authorized in writing by the Director.
- H. Construction Manager agrees that they will permit only their bona fide employees and those of their Subcontractors access and use of the airfield during actual hours of Work.

For the performance of this Agreement, the Construction Manager will be permitted to use such portions of streets, alleys, or other rights-of-way as shown on the Final Plans and Specifications or as permitted by the Architect and approved by the Trust. Damage to any streets, alleys, or rights-of-way by the Construction Manager shall be repaired and placed in the condition they were in prior to such damage by the Construction Manager at no Cost to the Trust.

4.08 Arrangement and Charge for Water Furnished by the City

If the Construction Manager desires to use City water, they shall pay the rate established by City ordinance for such service, and they shall make complete and satisfactory arrangements with the City Water Department for so doing. Meters will be used. The Construction Manager shall deposit the cost of the water meter with the Water Department and will pay for all repairs and maintenance of the meter for the period which they have the meter in use or in their possession.

4.09 Use of Fire Hydrants

The Construction Manager or their employees shall not open, turn off, interfere with, attach pipe, or hose to or connect anything with any fire hydrant, stop valve or stop cock, or tap any water main belonging to the City, unless duly authorized to do so by the Utilities Department.

4.10 Use of a Section or Portion of the Construction Services or Work

Whenever, in the opinion of the Architect and Trust's tenant, any portion of the Project, or

Construction Services has achieved Substantial Completion and the parties execute a Substantial Completion Certificate for such portion of the Construction Services, it may be put into use by the written order of the Architect, and such usage shall not be held to be in any way a Final Acceptance of said Construction Services or portion of the hangar structure or any part thereof, or as a waiver of any of the provisions of these Final Plans and Specifications or Agreement, except as set forth in the Substantial Completion Certificate. Pending final Complete and Final Acceptance of the Work, all necessary repairs on any portion of the Construction Services or Work so put into use, due to defective materials or workmanship, or due to the operations of the Construction Manager, shall be performed by and at the expense of the Construction Manager.

4.11 Construction Manager's Responsibility for the Project and Construction Services

Until Substantial Completion or Final Acceptance, whichever occurs first regarding the Project or a portion of the Project and as provided for in the Final Plans and Specifications, the Work shall be under the charge and care of the Construction Manager, and they shall take every reasonable precaution to prevent injury or damage to the Construction Services or any part thereof by the action of the elements or from any other of the cause whatsoever, whether arising from the execution or from the non-execution of the Construction Services. The Construction Manager shall rebuild, repair, restore and make good at their own expense all injuries or damage to any portion of the Construction Services occasioned by any of the above causes before Final Acceptance or Substantial Completion whichever occurs first regarding the Project or a portion of the Project.

4.12 Waiver of Legal Rights

Inspection by the Architect or by any of their duly authorized representatives, any order, measurement or certificate by the Architect, any order by Trust for the payment of money, any payment for or Final Acceptance of any Construction Services, or any extension of time or any possession taken by the Trust, shall not operate as a waiver of any provisions of this Agreement or any power therein provided. Any waiver of any breach of Agreement shall not be held to be a waiver of any other or subsequent breach. The Trust reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of this Agreement, applicable Subcontractor contracts, and Final Plans and Specifications. The Trust reserves the right to claim and recover by process of law sums as may be sufficient to correct any errors or omissions or make good any deficiency in the Work resulting from such error or deficiency, dishonesty or collusion discovered in the Work after the final payment has been made.

4.13 Verification and Inspection of Payroll Records

Construction Manager shall keep records, permit inspection of records, and certify and provide the PM with copies of payroll records, contracts, and subcontracts.

4.14 Reports

The Construction Manager shall submit certified payroll information to the Trust. Receipt of the certified payroll information shall be a pre-condition for the Trust to process the pay application or Trust Claim Voucher. The Trust may submit a copy of such certified payroll information to the Oklahoma State Department of Labor and the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor.

4.15 Employee and Public Safety

The Construction Manager will ensure that their employees, Subcontractors, suppliers and/or any person visiting the Project site wears a hard hat and high visibility vests or clothing when they are outside of a vehicle.

SECTION 5. PROSECUTION AND PROGRESS

5.01 Subcontracting Work

The Construction Manager shall not employ any Subcontractor without prior written approval of the Architect and award of the Trust. Construction Manager may only subcontract Work or any Construction Services with the approval of the Director or by an award of the Trust as permitted by statute.

Notwithstanding said approval and award to any Subcontractor, the Trust will not recognize any Subcontractor on the Construction Services. If the Construction Manager subcontracts the whole or any part of the Construction Services to be done under this Agreement, the Construction Manager will not be relieved of their responsibility and obligations under any circumstances. All transactions with the Architect or the Trust shall be with the Construction Manager. Subcontractors will be considered only in the capacity of independent contractors of the Construction Manager and shall be subject to the same requirements as to character and competency. Construction Manager is responsible for the acts and omissions of its Subcontractors.

5.02 Performance of Construction Services

The Construction Manager shall begin and Complete or achieve Substantial Completion for all the Project's Construction Services and Work by either the Completion Date or date of Substantial Completion, whichever occurs first regarding the Project or a portion of the Project. The Construction Manager shall conduct the Construction Services and Work in such a manner and with sufficient Equipment, materials, and Labor as necessary to ensure the Project's timely completion.

The Project's Work and Construction Services shall achieve Substantial Completion by the date agreed to in the GMP Amendment as the same by be subsequently amended by the parties. The Project's Work and Construction Services shall achieve Completion by the Completion Date. The date of Substantial Completion and Completion Date will not be extended without an Amendment.

The Construction Manager shall ensure the Project's Construction Services and Work shall be carried on in such manner and at such times as to interfere as little as possible with the Trust's tenant(s), occupants, and the normal conduct of business therein and adjacent thereto. To this end, the interruption of water, mechanical, and electrical services to the Airport, Trust tenant(s), and in areas in use may be made only with the prior approval of the Trust. Interruption shall be scheduled in advance with the Trust.

The Construction Manager shall take and ensure its Subcontractors take such standard precautions for the safety of the Construction Services and the traveling public as may be

reasonably necessary, including by sheeting, bracing, and supporting the sides of any excavation and supporting and protecting any adjacent structures.

5.03 Schedules of Work and Values

After this Agreement is awarded and before a Notice to Proceed can be issued, the Construction Manager shall provide a detailed Schedule of Work and a Schedule of Values to the Architect and PM for the Project. The Project's Schedule of Work is only a reference for the understanding of the Construction Manager's schedule for timing and successful prosecution of the Construction Services. A Notice to Proceed for the Project will not be issued until these schedules are submitted, reviewed, and approved by the PM, Architect, and the Director's Designee.

5.04 Stoppage or Delays of Work by Construction Manager

Dates of beginning, rate of progress, the Completion Date, and the date of Substantial Completion of Construction Services are essential conditions of this Agreement. Should the prosecution of the Construction Services for any reason be discontinued by the Construction Manager, they shall notify the Architect at least twenty-four (24) hours in advance of resuming operations. If the Construction Manager is delayed at any time in the progress of the Construction Services as described in this Agreement (See Agreement's Section 3.02), then the parties will abide by the process identified in Paragraph 5.07 herein.

5.05 Limitation of Operations

The Construction Manager shall conduct Construction Services so as to create a minimum amount of inconvenience or impact to the Trust, Airport, public or the tenants of the Trust. For the performance of the Project, the Construction Manager will be permitted to occupy such portions of streets or alleys, other public places or other rights-of-way as provided for in the ordinances of the City, as shown on the Final Plans and Specifications, or as permitted by the Architect. At any time when the Construction Manager has obstructed, closed or operating on a greater portion of a street or public way than is reasonably necessary for the proper execution of the Construction Services, as shown on the Final Plans and Specifications, permitted by the Architect, or provided in the City ordinances, then the Architect, in the Architect's reasonable judgment, may require the Construction Manager to finish the portion on which Construction Services or Work is in progress before the Construction Services or Work are started on any additional portion of a public street or public way.

A reasonable amount of tools, materials and Equipment for construction may be stored in such space, but not more than is necessary to avoid delay in the construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with the Project site that may be designated to be left free and unobstructed, nor interfere with the Trust's tenant(s) and Project site's surrounding areas.

5.06 Character of Workmen and Equipment

The Construction Manager shall employ such superintendents, foremen, and workmen as are careful and competent, and the Architect or the PM may request the dismissal of any person or persons employed by the Construction Manager or a Subcontractor who are engaged in a careless or reckless manner, or in inappropriate, incompetent, or negligent

manner or refuse to comply with the directions of the Architect or PM. Such persons shall not be employed again thereon without the written consent of the Director. Should the Construction Manager continue to employ or again employ such person or persons without the written consent of the Director, then the Architect may withhold all estimates which are or may become due or may suspend the Construction Services, until compliance with such orders is accomplished. All employees must meet Federal and State standards for employment.

All workmen shall have sufficient skill and experience to properly perform the Work assigned them. All workmen engaged on special Work or skilled Work, or in any trade, shall have sufficient experience and hold a valid license when required. All workmen shall properly and satisfactorily perform Work and properly and safely operate any Equipment. All workmen shall execute the Construction Services in the manner prescribed in the Final Plans and Specifications; otherwise, the Architect may take action as above prescribed.

The Construction Manager or its Subcontractors shall furnish Equipment as is considered necessary for the prosecution of the Construction Services in an acceptable manner and at a satisfactory rate of progress. All Equipment, tools, and machinery used for handling materials and executing any part of the Construction Services or Work shall be maintained in a satisfactory working condition. Equipment shall not harm the Construction Services, Work, or Project site's adjacent property as a result from its use.

5.07 Extension of Completion Date or Substantial Completion Date

A. Claims to Extend the Completion Date and Substantial Completion Date

Any claim to extend the Completion Date and date of Substantial Completion, including those based upon this Agreement's Section 3.02, shall be initiated by the Construction Manager providing a written notice to the Architect not more than twenty-one (21) days after Construction Manager recognizes the commencement of the event causing the actual delay of a Critical Path Construction Services or Work. If a notice is not submitted within twenty-one (21) days of Construction Manager's recognition of the commencement of the applicable event, then the Construction Manager shall waive their right to request to extend the Completion Date and date of Substantial Completion based upon the applicable. The Construction Manager shall provide documented evidence of the applicable event and its actual impact to the Critical Path Construction Services or Work promptly after the full impact of the delay is known.

B. Weather Claims to Extend the Completion Date and/or Substantial Completion Date

Should the Construction Manager's claim to extend the Completion Date and/or date of Substantial Completion, be based upon weather conditions or resulting site conditions, the Construction Manager must demonstrate that applicable weather conditions or resulting site conditions actually adversely impacted the Project's Critical Path Construction Services or Work by more than the number of days the Construction Manager should have anticipated in calculating the date of Substantial Completion.

The parties hereby agree that, in calculating the Completion Date and date of Substantial Completion, the Construction Manager should anticipate that it will lose the following number of days of Critical Path Work or Construction Services due to weather conditions and resulting site conditions each month of the Project.

Days Planned to be Lost Due to Weather and Resulting Site Conditions Each Month, Based on a 5-day Work Week based upon the previous ten (10) year history of the Airport's NOAA weather station (Station GHCND:USW00013967)	
Month	Days
January	2
February	3
March	3
April	3
May	4
June	3
July	2
August	2
September	2
October	3
November	2
December	3

If, during a particular month, weather conditions or resulting site conditions actually cause Construction Manager to lose days of Critical Path Work or Construction Services in excess of the days allocated to that month, then Construction Manager may seek an Amendment. A day shall be considered lost for purposes of this Section if the Construction Manager is prevented from proceeding with at least four (4) consecutive hours of Critical Path Work or Construction Services as a result of weather or resulting site conditions. The Trust and Construction Manager shall meet no less than monthly to calculate the excess days, if any, incurred during each preceding month, and consider an Amendment extending the Completion Date and date of Substantial Completion accordingly. Each month shall be reviewed independently of every other month, and there shall be no "banking" of weather days. For example, if Construction Manager loses 4 days of Critical Path progress in January due to weather and resulting site conditions, but only 1 day of Critical Path progress in February, Construction Manager is entitled to a 2-day extension of the date of Substantial Completion due to the excess days lost in January. There shall be no credit for time "saved" in February. During inclement weather, the Construction Manager shall continue to progress with the non-Critical Path Work to the extent reasonably practical.

C. Claim Procedure for Extension of the Completion Date and Substantial Completion Date

In the case of a continuing delay, only one claim to extend the date of Substantial Completion is necessary. The Construction Manager shall provide an estimate and

any available documentation of the probable effect of such a delay on the progress of the Construction Services or Work at the time Construction Manager's notifies the Architect of the claim. The Construction Manager shall provide documented evidence of the applicable delay and its actual impact to the Critical Path Construction Services or Work promptly after the full impact of the delay is known.

Claims to extend the date of Substantial Completion will only be considered if the applicable delaying event impacts the Project scheduled Critical Path Work or Construction Services.

If the Construction Manager shall neglect, fail, or refuse to Complete or achieve Substantial Completion of the Construction Services on or before the Completion Date or date of Substantial Completion, Liquidated Damages may be pursued by the Trust (See Agreement's Section 5.04).

As required by this Agreement's Exhibit "A" and "N", the Construction Manager shall provide the daily log and monthly report which include identification of adverse impacts to the Project. The Construction Manager should also notify the PM of the Project's adverse impacts on a real time basis or as soon as practical.

5.08 Intentionally Omitted

5.09 Contractor's Claim for Damages

Should the Construction Manager claim compensation for alleged damage for any reason of the acts or omissions of the Trust, less and except claims to extend the applicable Completion Date or date of Substantial Completion, the Construction Manager shall within five (5) days after the sustaining of such alleged damage, make a written statement to the Architect setting out in detail the nature of the alleged damage. On or before the twenty-fifth (25th) day of the month succeeding the month in which any such alleged damage is claimed to have been sustained, the Construction Manager shall file with the Architect an itemized statement (or itemized estimate, if the damages have not yet ceased or otherwise cannot yet be finalized which shall be supplemented with a timely itemized statement) of the details and amount of such damage, and upon request shall give the Architect access to all books of account, receipts, vouchers, bills of lading and other books or papers containing any evidence as to the amount of such damage, except to the extent the parties have agreed on fixed rates. Unless such statement shall be timely filed as required, the Construction Manager's claim for compensation shall be waived, and the Construction Manager shall not be entitled to payment on account of any such damage, but only to the extent the Trust was prejudiced by such late filing.

The Construction Manager's plea that insufficient time was specified is not a valid reason for extension of the applicable Completion Date and date of Substantial Completion. Permitting the Construction Manager to continue and finish the Construction Services or Work, or any portion of the Construction Service or Work, after the applicable Completion Date or date of Substantial Completion, or after the date to which the applicable Completion Date and date of Substantial Completion may have been extended, will in no way operate as a waiver on the part of the Trust of any of its rights under this

Agreement. However, the Trust's issuance of an Amendment for extra Work after the applicable Completion Date or date of Substantial Completion shall negate any claim the Trust may otherwise have to liquidated damages prior to the applicable Completion Date or Substantial Completion Date.

SECTION 6. MEASUREMENT AND PAYMENT

6.01 Measurement of Quantities

The Architect will make a written determination of quantities of Construction Services, or any Work, acceptably complete under the terms of this Agreement and any applicable Subcontractor contracts based on measurements taken by Architect. These measurements will be taken according to the United States Standard Measurements. When materials are measured by the load in the Construction Manager's or Subcontractor's delivery vehicle, the measurement will be taken at the point of delivery. When required by the Architect, the capacity of all vehicles shall be plainly marked on each vehicle, and the capacity or marking shall not be changed without the permission of the Architect.

6.02 Agreement Changes; Payment for Extra Work or Construction Services

When extra Work or Construction Services, beyond Incidental Work, are necessary for the Project to meet a Complete status, then it shall be performed by the Construction Manager after the Trust and the Construction Manager execute an Amendment for such extra Work or Construction Services. Extra Construction Services shall be performed by the Construction Manager in accordance with the Final Plans and Specifications in a proper and workmanlike manner, and as may be directed by the Architect.

The compensation set forth in the Amendment for extra Work or Construction Services shall be accepted by the Construction Manager as payment in full for all Labor, materials, tools, Equipment, and incidentals, employees' services, insurance and bonds, and any other overhead expense incurred in the prosecution of the extra Work or Construction Services.

Changes in the Construction Services or Work for extra Work or Construction Services shall be performed under applicable provisions of this Agreement.

Prices for extra Work or Construction Services shall be itemized and may covered by either an Allowance (See Agreement's Section 5.02 and Paragraph 7.01(C)), or an Amendment (See Agreement Section 3.04) recommended by the Architect and approved by the Trust based on the following methods:

- A. The agreed rates stated in this Agreement or an Exhibit thereto or actual Cost of the extra Work or Construction Services including the Project's Labor, materials, tools, Equipment, and field supervision of such extra Work or Construction Services, plus Construction Manager's Construction Services Fee.
- B. Intentionally deleted.
- C. Any change(s) in the Project's Final Plans and Specifications or Exhibit A Scope of Services may require an Amendment.

D. Any addition, deletion, revision, or adjustment to the Guaranteed Maximum Price shall only be made with an Amendment to the Guaranteed Maximum Price.

6.03 Partial Payments to Construction Manager

Between the twenty-fifth (25th) day and the last day of each month, the Construction Manager will provide an approximate estimate of the value of the Work done and/or materials furnished during that month under the Final Plans and Specifications subject to the approval of the Architect. The Construction Manager shall furnish the Architect such detailed information as they may request. The Construction Manager shall also provide by the twenty-fifth (25th) day of the month a draft of any anticipated Claim Voucher to be submitted for payment. Notwithstanding the language of any waiver or release required by the Trust as condition of payment to the contrary, no such waiver shall operate to waive any right or remedy of Construction Manager other than the right to assert a claim for payment for the specific dollar amount identified in such waiver or release, and then only after Construction Manager's receipt of such payment.

6.04 Final Measurements and Final Estimates

Final measurements will be taken, and final estimates compiled as soon as Construction Services and Work have progressed to a point where the final measurements may be taken accurately. The Architect shall conduct a final inspection of all Construction Services included in this Agreement or applicable Subcontractor contract, or any portion thereof as soon as practicable after the Construction Services is Completed and ready for Final Acceptance. If the Construction Services are not acceptable to the Architect at the time of such Final inspection, the Architect shall inform the Construction Manager as to the particular defects to be remedied before Final Acceptance can be made. The final measurements shall be taken, and final estimates compiled must occur prior to the Project's final payment.

6.05 Local Subcontractor Business Utilization Close Out Report

Before final payment is made, the Construction Manager must submit to the Director the Trust's Local Subcontractor Business Utilization Close Out Report, before final payment will be made to Construction Manager.

6.06 Final Acceptance, Release or Retainage, and Final Payment

Whenever the Construction Services and Work provided for by this Agreement shall have been deemed Complete and performed on the part of the Construction Manager, a final inspection has been completed, and all parts of the Construction Services have been approved by the Architect and received Final Acceptance by the Trust, then the Architect will prepare a final reconciliation of the Project as soon as necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment.

The amount of this final reconciliation, less any sums that have been deducted or retained under this Agreement (See Agreement's Section 8.02) will be paid to the Construction Manager as soon as practical after Final Acceptance; provided, the Construction Manager has furnished to the Trust satisfactory evidence that all sums of money due for any Labor,

Equipment, materials, apparatus, fixtures or machinery furnished for the Project have been paid or that the person or persons to who the same may respectively be due have consented to such final payment.

Final payment shall be made to the Construction Manager upon approval of the Trust and in accordance with applicable law, recommendation of the Architect that the Project's Work and Construction Services were completed in accordance with the Final Plans and Specifications, Subcontractors' contracts, and this Agreement.

Upon application for final payment, the Construction Manager shall deliver to the Trust the following:

- i. a written approval of any applicable surety for this Agreement and any Subcontractor contracts, also referred to as a consent of surety;
- ii. the Local Subcontractor Business Utilization Close Out Report;
- iii. warranties;
- iv. proof of payment to all Subcontractors, materials suppliers, testing agencies, consultants, Labor, and Equipment rental agencies for amount the Trust has previously paid Construction Manager; and
- v. a complete release of claims for payment that may arise from execution of this Agreement (contingent upon the receipt of payment), or receipts paid in full in lieu thereof, for all Construction Services and materials incorporated in the Project.

Before receiving final payment, the Construction Manager shall deliver to the Trust through the Architect, a consent of surety to final payment in connection with this Agreement. The Trust will not take Final Acceptance of the Work or Construction Services for the Project until the Construction Manager fully complies with the terms of this Agreement and this Paragraph 6.06. The Maintenance Bond shall be placed into effect on the date of Final Acceptance.

The acceptance by the Construction Manager of the final payment as aforesaid shall operate as and shall be a release to the Trust from all claims or liability under this Agreement for anything done or furnished, or relating to the Construction Services under this Agreement, or for any act or neglect of said Trust relating or connected with this Agreement and applicable Subcontractor contracts. Notwithstanding the foregoing, Construction Manager's acceptance of final payment shall not operate a release of claims which have been submitted to the Trust in writing prior to Construction Manager's acceptance of final payment and which have not been resolved at the time of final payment unless the parties specifically agree otherwise in writing.

EXHIBIT C – CONSTRUCTION MANAGER’S KEY PERSONNEL

I. Preconstruction Services Key Personnel:

Paul Wilkins, Estimating Director
Nick Witte, Estimating Manager
Marshall Frey, Project Director
Malcolm Coetzee, Project Executive
Jason Hammond, Project Manager
Tim Dolgner, General Superintendent

II. Construction Services Key Personnel:

Marshall Frey, Project Director
Malcolm Coetzee, Project Executive
Jason Hammond, Project Manager
Tim Dolgner, General Superintendent
Lead Superintendent, Caleb Young

EXHIBIT D – GMP CALCULATION TEMPLATE

Scope Num	Description	Proposed Trade Partner	Scope Amount	Allowances	GMP total
100	General Conditions		\$ -	\$ -	\$ -
101	General Requirements		\$ -	\$ -	\$ -
01A	Final Cleaning		\$ -	\$ -	\$ -
02C	Structure Demolition		\$ -	\$ -	\$ -
03A	Building Concrete		\$ -	\$ -	\$ -
04A	Masonry		\$ -	\$ -	\$ -
05A	Structural & Miscellaneous Steel Supply		\$ -	\$ -	\$ -
05C	Structural & Misc. Steel Install		\$ -	\$ -	\$ -
06A	Millwork & Finish Carpentry		\$ -	\$ -	\$ -
06B	General Trades Package		\$ -	\$ -	\$ -
07A	Membrane Roofing		\$ -	\$ -	\$ -
07B	Joint Sealants		\$ -	\$ -	\$ -
07D	Firestopping		\$ -	\$ -	\$ -
08A	Doors, Frames, And Hardware Supply		\$ -	\$ -	\$ -
08E	Overhead Doors And Grilles		\$ -	\$ -	\$ -
08F	Specialty Doors (Hangar Doors)		\$ -	\$ -	\$ -
08G	Glass And Glazing		\$ -	\$ -	\$ -
09A	Drywall & Ceilings		\$ -	\$ -	\$ -
09B	Painting And Wall Coverings		\$ -	\$ -	\$ -
09C	Flooring & Tiling		\$ -	\$ -	\$ -
10A	Specialties Supply		\$ -	\$ -	\$ -
12C	Window Treatments		\$ -	\$ -	\$ -
13B	PEMB Supply & Install		\$ -	\$ -	\$ -
21A	Fire Suppression		\$ -	\$ -	\$ -
22A	Plumbing		\$ -	\$ -	\$ -
23A	HVAC		\$ -	\$ -	\$ -
26A	Electrical & LV		\$ -	\$ -	\$ -
31G	Earthwork		\$ -	\$ -	\$ -
32A	Asphalt Paving & Site Concrete		\$ -	\$ -	\$ -
32G	Landscaping and Irrigation		\$ -	\$ -	\$ -
32H	Fencing		\$ -	\$ -	\$ -
33A	Site Utilities		\$ -	\$ -	\$ -

Rate			
Builders Risk		Premium Cost	\$ -
General Liability		% of COW	\$ -
GC Performance Bond		Premium Cost	\$ -
Construction Manager Contingency		% of COW	\$ -
Cost of Work Total			\$ -
Rate			
Construction Service Fee	5.5%	% of COW	\$ -
Total			\$ -

EXHIBIT E – FINAL PLANS AND SPECIFICATIONS

(To be determined and established by the GMP Amendment and incorporated herein by reference only.)

**EXHIBIT F – REQUEST FOR QUALIFICATIONS, ADDENDA, AND CONSTRUCTION
MANAGER’S RFQ RESPONSE**

(INCORPORATED BY REFERENCE ONLY)

EXHIBIT G – ANTI/NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) SS.

I certify:

1. I am the duly authorized agent of _____, for the purpose of certifying facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition; and
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in events leading to the acquisition or submission of such bid; and
3. Neither the _____(COMPANY)/business entity that I represent in this certification, nor anyone subject to the business entity's direction or control has been a party:
 - a. To any collusion with any state official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - b. to any collusion with any state official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

Printed name of the Construction Manager: _____

Signature of executing individual: _____

Title: _____

Address of the Construction Manager Zip Code

(A.C.) Tel. Number and FAX Number

Signed and sworn to before me on this _____ day of _____, 20____, by
_____.

My Commission Expires/Commission Number:
_____/_____(Seal)

Notary Public

(49 Okla.Stat. 1985 §119)

EXHIBIT H – NONDISCRIMINATION CERTIFICATE

State of _____)
County of _____) SS.

In connection with the performance of Work under this Agreement, the Construction Manager agrees as follows:

- A. The Construction Manager 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 Construction Manager 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 Construction Manager and sub-Construction Managers 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 Oklahoma City setting forth the provisions of this section.
- B. In the event of the Construction Manager's noncompliance with this Nondiscrimination Certificate, the Agreement may be canceled, terminated, or suspended by the Trust. The Construction Manager may be declared, by the Trust, ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Construction Manager and/or sub-Construction Managers.
- C. The Construction Manager agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Agreement.

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

Signature of executing individual: _____
 Printed name: _____
 Title: _____

Address of the Construction Manager Zip Code

(A.C.) Tel. Number and (FAX No.)

Signed and sworn to before me on this _____ day of _____, 20____, by _____.

Notary Public

My Commission Expires/Commission Number:

_____/ (Seal)

(49 Okla.Stat. 1985 §119)

**EXHIBIT I – CERTIFICATION REGARDING TAX DELINQUENCY AND FELONY
CONVICTIONS**

The Construction Manager must complete the following two certification statements. The Construction Manager must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The Construction Manager agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications:

The Construction Manager represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The Construction Manager represents that it is () is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If a Construction Manager responds in the affirmative to either of the above representations, the Construction Manager is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Construction Manager therefore must provide information to the Trust about its tax liability or conviction to the Trust, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions:

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The information above is true and complete to the best of my knowledge and belief.

Signature: _____
Printed Name: _____
Title: _____

Date: _____

EXHIBIT J – FORM OF CERTIFICATE OF INSURANCE

OKLAHOMA CITY AIRPORT TRUST CERTIFICATE OF INSURANCE		PROJECT OR CONTRACT NUMBER: _____		
ISSUE DATE: _____				
PRODUCER				
ADDRESS				
INSURED				
ADDRESS				
		NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES BELOW, EXCEPT AS SHOWN BELOW.		
		COMPANIES AFFORDING COVERAGE		
		COMPANY A LETTER		
		COMPANY B LETTER		
		COMPANY C LETTER		
		COMPANY D LETTER		
		COMPANY E LETTER		
COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE SPECIFIC LOCATION, PROJECT OR EVENT.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
GENERAL LIABILITY _____ OCCURRENCE _____ CLAIMS MADE AND TAIL COVERAGE _____ CONTRACTUAL LIABILITY _____ Ded/SIR \$ _____				GENERAL AGGREGATE BODILY INJURY (Per Person) PROPERTY DAMAGE (Per Accident) EACH OCCURRENCE MEDICAL EXPENSES (Any One (1) Person) COMBINED SINGLE LIMIT
AUTOMOBILE LIABILITY _____ ANY AUTO _____ ALL OWNED AUTOS _____ SCHEDULED AUTOS _____ HIRED AUTOS _____ NON-OWNED AUTOS				BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE
WORKER'S COMPENSATION AND EMPLOYER LIABILITY <small>Standard Compliance for the State of Oklahoma</small>				EACH ACCIDENT DISEASE - POLICY LIMIT DISEASE - EACH EMPLOYEE
VALUABLE PAPERS INSURANCE <small>(If required by Contract)</small>				
EXCESS LIABILITY <small>(If required by Contract)</small>				EACH OCCURRENCE AGGREGATE
OTHER <small>(If required by Contract)</small>				
DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS THE CITY OF OKLAHOMA CITY AND THE OKLAHOMA CITY AIRPORT TRUST ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY. CONTRACTUAL LIABILITY INCLUDED.				
CERTIFICATE HOLDER(S) The City of Oklahoma City and The Oklahoma City Airport Trust 7100 Terminal Drive, Unit 937 Oklahoma City, OK 73159-0937		CANCELLATION IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION, REDUCTION IN COVERAGES, OR NONRENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATE HOLDER. AUTHORIZED REPRESENTATIVE SIGNATURE _____ TELEPHONE NUMBER () _____		

**CERTIFICATE OF INSURANCE EXPLANATION OF
THE CITY OF OKLAHOMA CITY AND PARTICIPATING TRUST(S)**

The Certificate Holder(s) require the use of this Certificate of Insurance as evidence that the insurance requirements of the contract have been complied with and will continue as long as the contract is in force. The City and/or Trust rely on this Certificate as proof of compliance with the insurance requirements agreed upon. The City and/or Trust must be advised of any cancellation or nonrenewal of the insurance coverages required or any reduction in the coverages provided, in compliance with the contract, as shown in the Certificate of Insurance. Thirty (30) days prior written notice of cancellation, reduction in coverages (other than an aggregate limit provision reduction) or nonrenewal for nonpayment of premium must be provided to the City and/or Trust so that the City and/or Trust may take appropriate action.

Many certificates of insurance are received by the City and its Trusts and many contain statements claiming that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example is "Should any of the above described policies be canceled before the expiration date hereof, the issuing company will endeavor to mail (number of days) days written notice to the named holder, but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." This is unacceptable.

The City and Trust have the right of notice of cancellation, nonrenewal and reduction of coverage, as a requirement in the contract. The City and Trust rely upon the Certificate of Insurance as evidence of contract compliance.

The authorization requirement (that the authorized representative signing the Certificate of Insurance provide written acknowledgment by the insurance company or companies to the City and/or Trust) is written proof that the person signing the Certificate is legally authorized by the insurance company or companies to obligate them, as shown in the Certificate.

The City and/or Trust must have positive evidence in the form of the Certificate of Insurance that the insurance requirements of the contract have been met and will continue to be met without interruption during the term of the contract. Neither the named insured nor its insurance company may attach any endorsement(s) or rider(s) to the insurance policy or this Insurance Certificate that change or modify the insurance requirements, obligations, or additional insured status of the Trust or City in any manner. To the extent the insurance policy or any endorsement or rider is inconsistent with the contractual insurance obligations, the contractual agreement between the insured and the Trust and/or City shall control.

No activity will begin until the insurance Certificate is received. Your cooperation in providing the City and/or Trust with acceptable evidence of insurance compliance will prevent confusion and delay.

EXHIBIT K – GENERAL CONDITIONS/GENERAL REQUIREMENTS COST MATRIX

WRWA 2421, Construction of Hangar 4
General Conditions / General Requirements Cost Matrix

EXHIBIT K

The intent of this matrix is to provide an outline as to where OCAT considers items that generally fall within General Conditions are to be categorized, and not an all-inclusive list of items that are specific to the requirements of this particular project. This is just a guide to give your firm direction on where items identified within the list will be allocated when preparing your proposal.

Items	General Conditions	General Requirements	Cost of Work	Allowances	Construction Services Fee
Non project related Personnel Stationed Off-Site					✓
Full-Time Project Management Staff - On-Site or Off-site:					
Project Executives	✓				
Senior Project Managers	✓				
Project Managers	✓				
Project/Office Engineers	✓				
Quality Managers	✓				
BIM Specialists	✓				
Commissioning Coordinators / Supervisors	✓				
MEP Coordinators	✓				
General Superintendents	✓				
Superintendents	✓				
Safety Supervisor / Manager	✓				
Off-site Office Manager					✓
Administrative Assistant	✓				
Field Office:	✓				
Trailers: Set-up/Maintaining/Repairs/Rental/Demob.	✓				
Temporary Site: Roads/Parking Areas (incl. maintaining & remove)	✓				
Fencing: Site & Field Office Compound	✓				
Fencing Maintenance: Site & Field Office Compound	✓				
Utilities: Infrastructure Installation, Maintenance/Repairs & Demob.	✓				
Utilities: Monthly Consumption Cost	✓				
Janitorial Services	✓				
Sanitation Services	✓				
Office Security System / Monitoring	✓				
Temporary Site Security System / Monitoring	✓				
Security Personnel: Site & Field Office Compound	✓				
Furniture	✓				
Network Equipment @ Site	✓				
Internet Service	✓				
Phone System @ Site: Equipment & Service	✓				
Printers / Plotters / Projectors	✓				
Office Supplies	✓				
Water/Coffee Service	✓				
Postage	✓				
Fed-X / Courier Service	✓				
Copy Machine & Paper	✓				
Jobsite Vehicles:					
Superintendent Trucks (including insurance)	✓				
Fuel for Super. Trucks	✓				
Other General Conditions FT Site Personnel Vehicles : Sen. PM / PM / Safety / Etc.: (Do not include in base salary rate)	✓				
Safety Equipment / Supplies / Etc.:					
PPE (Hardhats, Safety Vests & Glasses)	✓				
First Aid Supplies / Equipment	✓				
Drug Screening	✓				
Safety Training	✓				
Safety Incentive Program	✓				
Badge / Identification	✓				
Background Checks	✓				
Temporary Fire Extinguishers	✓				

WRWA 2421, Construction of Hangar 4
General Conditions / General Requirements Cost Matrix

EXHIBIT K

The intent of this matrix is to provide an outline as to where OCAT considers items that generally fall within General Conditions are to be categorized, and not an all-inclusive list of items that are specific to the requirements of this particular project. This is just a guide to give your firm direction on where items identified within the list will be allocated when preparing your proposal.

Items	General Conditions	General Requirements	Cost of Work	Allowances	Construction Services Fee
Miscellaneous Items:					
Job Signs	✓				
Project Sign (\$6,000 to \$8,000 max)		✓			
Radio/Jobsite Communication	✓				
Storage / Connex	✓				
Temporary Toilets	✓				
Printing & Reproduction	✓				
Project Progress Photos	✓				
As-Built / O&M / Close-out Documentation (Electronic Only)	✓				
Cell Phones - F/T Personnel (Included in personnel rates)	✓				
Personnel Computers (included in personnel rates)	✓				
SWPPP (including maintenance)	✓				
Environmental Impact Fees	✓				
Survey		✓			
Street Sweeping / Cleaning		✓			
Traffic Control Flagman / Barricades	✓				
Independent Testing & Inspections			BY OWNER		
CM General Carpentry (not performed in subcontracts)		✓			
- Temporary Weather Protection		✓			
- Sidewalk Tunnel Covers		✓			
- Perimeter Protection		✓			
- Protect Floor Openings		✓			
- Overhead Protection		✓			
- Temporary Stairs		✓			
Field Engineering (not performed in subcontracts)		✓			
- Labor		✓			
- Equipment		✓			
- Line & Grade Supplies		✓			
CM Construction Clean-up (not performed in subcontracts)		✓			
- Clean-up Foremen		✓			
- Daily Clean-up Labor		✓			
- Daily Clean-up Equipment & Supplies		✓			
Trash Haul Service		✓			
CM Rental Equipment		✓			
- Delivery Charges / Mileage Fees / Fuel Surcharges		✓			
- Equipment Insurance		✓			
- Preventative Maintenance		✓			
- Major Equipment Repairs		✓			
- Equipment Fuel Consumption		✓			
Temporary Heating & Cooling Equipment / Labor		✓			
Personnel Hoisting			✓		
Scaffolding			✓		
Elevator Operators		✓			
Temporary Access Roads		✓			
Disconnecting and installation of Owner's existing equipment			✓		
Moving of Owner's existing equipment			✓		
Storage of Owner's existing equipment			✓		
Tower Cranes		✓			
Crawler Cranes		✓			
Crane Mats / Pads		✓			
Dust Control		✓			
Dewatering / Water Pumping Costs (not performed in subcontracts)		✓			
Final Clean - Site / Building			✓		
Building Permit and Impact Fees	✓				
Personnel Training / Personal Development					✓
Employee participation in profit sharing					✓
Recruiting					✓
Partnering Cost					✓
Association Fees					✓
Travel	✓				
Meals (as permitted and defined by the agreement)	✓				

WRWA 2421, Construction of Hangar 4
General Conditions / General Requirements Cost Matrix

EXHIBIT K

The intent of this matrix is to provide an outline as to where OCAT considers items that generally fall within General Conditions are to be categorized, and not an all-inclusive list of items that are specific to the requirements of this particular project. This is just a guide to give your firm direction on where items identified within the list will be allocated when preparing your proposal.

Items	General Conditions	General Requirements	Cost of Work	Allowances	Construction Services Fee
Relocation / Lodging / Per Diem Costs (as permitted and defined by the agreement)	✓				
Project Scheduling Services	✓				
Parking / Mileage / Tolls (job specific and per IRS Standards)	✓				
MIS/IT Support / Data Processing / Software / Technology Fees / Equipment Allocations (job specific)	✓				
CM Misc. Small Tools & Consumables		✓			
Tool & Equipment Inventory Systems					✓
Peer Review Fees	✓				
Warranty			✓		
Insurance & Bonds					
General / Excess Liability			✓		
Builders Risk			✓		
CM Payment & Performance Bond			✓		
Workers' Compensation Insurance			✓		
Subcontractor Default Insurance (if not covered under a subcontractor P&P bond)			✓		
CCIP (if allowed)			✓		
Maintenance Bond and Defect Bond			✓		

EXHIBIT L -- FORM OF BONDS

PERFORMANCE BOND

WHEREAS, [Company Name], hereinafter "Construction Manager," entered into a Agreement with the Trust on the , for the erection and construction of certain works and improvement described below all in compliance with the plans and specifications contained in the Project Manual for the Project on file in the Office of the City Clerk, and said Agreement is hereby made a part and parcel of this Performance Bond as if literally written herein:

Facility Location: Will Rogers World Airport, Oklahoma City, OK
Project Number: OCAT 2403[Enter Number]
Project Title: Hangar 4 Construction Manager at Risk
Scope of Work: As per the Final Plans and Specifications, Agreement, and any approved Amendment thereto.

WHEREAS, Construction Manager, and , as Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns unto the Oklahoma City Airport Trust, hereinafter called "Trust," the City of Oklahoma City, hereinafter called "City", and any other public trust of the City of Oklahoma City that may be participating in the below described project, hereinafter called "Participating Trust", in the full and just sum of _____ Dollars (\$) such sum being equal to 100% of the Agreement Guaranteed Maximum Price for the performance and making of the following Trust owned work and improvement.

NOW, THEREFORE, if the Construction Manager shall fully and faithfully execute the work and perform said Contract according to its terms, conditions, and covenants, and in exact accordance with the Agreement and Project Manual for the project referenced above including any applicable written Amendments approved by the Trust, then the Construction Manager and Surety shall have no obligation under this Performance Bond unless specified herein.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto in furtherance of the obligations set forth in this bond that:

1. If there is no default by the Trust or the City, the Surety's obligation under this Performance Bond shall arise after:
 - A. The Trust, by and through the Director or Airports, hereinafter "Director", provides notice to the Construction Manager and the Surety that the Trust is considering declaring a Construction Manager in default. The notice shall indicate whether the Trust is requesting a conference among the Trust through the Director, Construction Manager and Surety to discuss the Construction Manager's performance. If the Trust does not request a conference, the Surety may, within five (5) business days after receipt of the Trust's notice, request such a conference. If the Surety timely requests a conference, the Director shall attend. Unless otherwise agreed by the Director, any conference requested on this section shall be held within ten (10) business days of the Surety's receipt of the Trust's notice. If the Trust, the Construction Manager and the Surety agree, the Construction Manager shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Trust's right, if any, subsequently to declare a Construction Manager in Default;
 - B. The Trust declares a Construction Manager in Default, terminates the Agreement and notifies the Surety; and

- C. The Trust agrees to hold in escrow the balance of the Contract amount until Final Acceptance of the work in accordance with the terms of the Agreement for payment to the Surety or a contractor selected to perform the Agreement.
 - D. Failure of the Trust to comply with the notice requirement of Paragraph 1(a) shall not constitute a failure to comply with a condition precedent to the Surety's obligations or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
2. When the Trust has satisfied the conditions of Paragraph 1, the Surety shall promptly and at the Surety's expense take one of the following actions with the written consent of the Trust by and through the Director of Airports:
- A. Arrange for the Construction Manager to perform and to complete the Agreement;
 - B. Undertake to perform and to complete the Agreement itself, through its agents or independent contractors for performance and completion of the Construction Contract secured with performance and payment bonds executed by a qualified surety equivalent to the bonds used on the Agreement and to pay to the Trust any amount of damages as described in Paragraph 3 in excess of the Balance of the Agreement Amount incurred by the Trust as a result of Construction Manager Default; or
 - C. Waive its right to perform and complete the Agreement under Paragraph 2(a) and 2(b) and within thirty (30) days:
 - i. Investigate and determine the amount owed to the Trust due to Construction Manager Default and make payment of any amounts owed to the Trust; or
 - ii. Deny liability in whole or in part and notify the Trust citing the reasons for the denial.
 - D. If the Surety does not proceed as provided in Paragraph 2(a), (b), or (c), the Surety shall be deemed to be in default on this Performance Bond seven (7) days after receipt of an additional written notice from the Trust by and through the Director to the Surety demanding that the Surety perform its obligations under this Bond, and the Trust shall be entitled to enforce any remedy available to the Trust. If the Surety proceeds under provision 2(c)(i) and the Trust refused the payment or the Surety has denied liability, in whole or in part, under 2(c)(ii) and without further notice the Trust shall be entitled to enforce any remedy available to the Trust.
3. If the Surety elects to proceed under 2(a), (b), or (c), then the responsibilities of the Surety to the Trust shall not be greater than the obligations of the Construction Manager under the Agreement and the responsibilities of the Trust to the Surety shall not be greater than those of the Trust under the Agreement. Notwithstanding the previous statement and the Trust's commitment to pay the Balance of the Contract Amount, the Surety is obligated without duplication for:
- A. the responsibilities of the Construction Manager, its own undertaking or that of its subcontractors for the correction of any defective work and completion of the Construction Contract;
 - B. any additional legal, professional design or engineering and delay costs resulting from the Construction Manager's Default and resulting from the actions or failure to act of the Surety under Paragraph 2;
 - C. any additional costs incurred by the Trust associated with procuring and securing a new contractor; and
 - D. liquidated damages in the amount set forth in the Agreement or any actual damages caused by delayed performance or non-performance of the Construction Manager.
4. If the Surety elects to proceed under 2(a), (b), or (c) then Surety's liability is limited to the amount of this Performance Bond plus any item listed in Paragraph 3, but Surety shall not be liable to the Trust or others for obligations that are unrelated to the Agreement unless specified herein.

5. The Surety hereby waives notice of any modifications or Amendments, including changes of time, to the Agreement or other obligations.
6. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the State of Oklahoma and shall be instituted within two (2) years after a declaration of the Construction Manager's Default, or within two (2) years after the Construction Manager ceases working or within two (2) years after the Surety refused or fails to perform its obligations under this Bond, whichever occurs first.
7. Notices shall be at the following addresses:
- Trust:** Director of Airports
7100 Terminal Drive, Unit 937
Oklahoma City, OK 73159
- Construction Manager:** [Company Name]
[Company Street Address]
[Company City, State, ZIP]
- Surety:**
8. To the extent that this Performance Bond is required to comply with a statutory or other legal requirement for the work being performed and should any provision of this Performance Bond conflict with said statutory or legal requirements, then those conflicting provisions shall be deleted here from and provisions necessary to conform this Performance Bond to the statutory or other legal requirements shall be deemed incorporated herein. It is the intent of the parties that this Performance Bond shall be construed as a statutory bond and not as a common law bond when so required.
9. Definitions:
- A. **Balance of the Agreement Amount** means the amount payable by the Trust to the Construction Manager under the Agreement after all proper adjustments have been made reduced by all valid and proper payments made to or on behalf of the Construction Manager under the Agreement.
- B. **Agreement** means the agreement between the Trust and the Construction Manager identified herein including the Project Manual, drawings, specifications, addendums, Amendments or other items that comprise the complete agreement between the Trust and Construction Manager.
- C. **Construction Manager Default** means the failure of the Construction Manager, which has not been remedied or waived, to perform or otherwise comply with a material term of the Agreement.
- D. **Trust Default** means the failure of the Trust, which has not been remedied or waived, to pay the Construction Manager as required under the Agreement or to perform and complete or comply with the other material terms of the Agreement.
10. The parties agree that the recitals are contractual in nature.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto that if the project is federally funded; the Surety further agrees that the terms of this Performance Bond shall cover the payment of the prevailing hourly rate of wages as determined by US Secretary of Labor and in force at the date of the Agreement. The prevailing wage rates are included in the specifications which are a part of the Contract. Prevailing wage rates included in the specifications will not be altered as long as this Contract is in force.

IN WITNESS WHEREOF, the said Construction Manager has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officer, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this _____ day of _____, 20____ by the Construction Manager.

[Company Name]
Construction Manager

ATTEST:

(Witness - Secretary)

(Authorized Officer)

Executed this _____ day of _____, 20____ by the Surety.

Surety (Name of company)

ATTEST:

(Witness - Secretary)

(Attorney-in-Fact)

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this ____ day of _____, 20 ____.

ATTEST:

OKLAHOMA CITY AIRPORT TRUST:

Trust Secretary

Chairman

REVIEWED for form and legality.

Assistant Municipal Counselor/
Attorney for the Trust

STATUTORY BOND

WHEREAS, [Company Name], hereinafter "Construction Manager," entered into a Agreement with the Trust on the , for the erection and construction of certain works and improvement for the project described below all in compliance with the plans and specifications contained in the Project Manual on file in the Office of the City Clerk, and said Agreement is hereby made a part and parcel of this Payment Bond as if literally written herein.

Facility Location: Will Rogers World Airport, Oklahoma City, OK
Project Number: OCAT 2403[Enter Number]
Project Title: Hangar 4 Construction Manager at Risk
Scope of Work: As per the Final Plans and Specifications, Agreement, and any approved Amendment thereto.

WHEREAS, as Construction Manager, and , as Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns unto the Oklahoma City Airport Trust, hereinafter called "Trust," the City of Oklahoma City, hereinafter called "City", and any other public trust of the City of Oklahoma City that may be participating in the below described project, hereinafter called "Participating Trust", in the full and just sum of Dollars (\$), such sum being equal to 100% of the Agreement price for the payment of Labor, materials and Equipment furnished for use in the performance of the Construction Contact.

NOW, THEREFORE, if the Construction Manager promptly makes payment of all sums due to Claimants, and defends, indemnified and hold harmless the Trust and City from claims, demands, liens or suits by any person or entity seeking payment for Labor, materials, or Equipment furnished or taxes owed for use in the performance of the Agreement, including all indebtedness the Construction Manager incurs for the Construction Manager's subcontractors and all suppliers of Labor, material, rental of machinery or equipment, and repair of and parts for equipment the contract requires the Construction Manager to furnish then the Surety and the Construction Manager shall have no obligation under this Bond, but if the Construction Manager shall fail or neglect to pay all indebtedness incurred by said Construction Manager or subcontractor for Labor, materials, equipment or taxes for the construction of the project described above, then the Claimant may sue and recover on this bond the amount so due and unpaid provided that no action shall be brought on the bond after one (1) year from the day on which the last of the Labor was performed or material or parts furnished for which the claim is made.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto in furtherance of the obligations set forth in this bond that:

1. If there is no Trust Default under the Agreement, the Surety's obligation to the Trust under this Payment Bond shall arise:
 - A. after the Trust has notified the Construction Manager and the Surety at the addresses set forth below of any Claim, demand, lien or suit against the Trust or the Trust's property by any person or entity seeking payment for Labor, materials or equipment

furnished or taxes owed for use in the performance of the Agreement and to provide defense of such claims, demands, liens or suits to the Construction Manager and the Trust;

B. Once notice is provided pursuant to Paragraph 1(a), the Surety, at its own expense, shall promptly defend, indemnify and hold harmless the Trust and City against a duly tendered Claim, demand, lien or suit.

2. Surety's obligation to a Claimant having direct contractual relationship with a subcontractor, regardless of tier, performing work on the contract, but no contractual relationship express or implied with the Construction Manager furnishing the Payment Bond, shall have a right of action upon the Payment Bond only upon giving written notice to the Construction Manager and Surety on the Payment Bond within ninety (90) days from the date on which such person did or performed the last of the Labor or furnished or supplied the last of the material or parts for which the claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material or parts were furnished or supplied or for whom the Labor was done or performed. The notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Construction Manager at any place the Construction Manager maintains an office or conducts business, together with a copy thereof to the Surety or Sureties on the Payment Bond.
3. It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, for the obligations of this bond.
4. If the project is federally funded, the surety further agrees that the terms of this Bond shall cover the payment of the prevailing hourly rate of wages as determined by U. S. Secretary of Labor and in force at the date of the Contract. The prevailing wage rates are included in the specifications which are a part of the Contract. Prevailing wage rates included in the specifications will not be altered as long as this Contract is in force.
5. This bond shall remain in full force and effect until the Construction Manager has fully paid all indebtedness for Labor and materials to other entities arising as a direct result to this contract including but not limited to any and all employees, material suppliers, subcontractors, equipment rental agencies, Laborers, tradesmen, consultants, surveyors and testing facilities. Final Payment to these entities of any retained or withheld funds shall be made in accordance with Title 61 of the Oklahoma Statutes, Section 226 or as otherwise required by law. Proof of payment may be required by the Trust.
6. Notices shall be at the following addresses:

Trust: Director of Airports
7100 Terminal Drive, Unit 937
Oklahoma City, OK 73159

Construction Manager: [Company Name]
[Company Street Address]
[Company City, State, ZIP]

Surety:

7. To the extent that this Performance Bond is required to comply with a statutory or other legal requirement for the work being performed and should any provision of this Performance Bond conflict with said statutory or legal requirements, then those conflicting provisions shall be deleted here from and provisions necessary to conform this Performance Bond to the statutory or other legal requirements shall be deemed incorporated herein. It is the intent of the parties that this Performance Bond shall be construed as a statutory bond and not as a common law bond when so required.
8. Definitions:
 - A. **Claim** means a written statement by the Claimant including at a minimum the name of the claimant, the name of the person for whom the Labor was done or materials or equipment furnished, a copy of the agreement or purchase order pursuant to which Labor, materials or equipment was furnished for use in the performance of the Agreement, the total amount earned by the Claimant for Labor, materials and equipment and any deductions or payments previously received and the total amount due and unpaid with a brief statement describing what is owed by the Construction Manager.
 - B. **Claimant** means any individual or entity have a direct contract with the Construction Manager or with a subcontractor to furnish Labor, materials or equipment for use in the performance of the Agreement.
 - C. **Agreement** means the agreement between the Trust and the Construction Manager identified herein including the Project Manual, drawings, specifications, addendums, Amendments or other items that comprise the complete agreement between the Trust and Construction Manager.
 - D. **Trust Default** means the failure of the Trust, which has not been remedied or waived, to pay the Construction Manager as required under the Agreement or to perform and complete or comply with the other material terms of the Agreement.
9. The parties agree that the recitals are contractual in nature.

Executed this _____ day of _____, 20____ by the Construction
Manager.

Executed this _____ day of _____, 20____ by the Surety.

(Attorney-in-Fact)

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this ____ day of _____, 20____.

ATTEST:

OKLAHOMA CITY AIRPORT TRUST:

Trust Secretary

Chairman

REVIEWED for form and legality.

Assistant Municipal Counselor/
Attorney for the Trust

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, [Company Name], as Construction Manager, and , as Surety, are held and firmly bound unto the Oklahoma City Airport Trust, hereinafter called "Trust," and the City of Oklahoma City, hereinafter called the "City," in the full and just sum of Dollars (\$), such sum being equal to the contract price for a period of **two (2)** year(s) from final acceptance of the project by the Trust for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

The conditions of this obligation are such that whereas, said Construction Manager has by a certain contract between [Company Name] and the Trust, dated this , agreed to construct the following Trust work and improvement:

Facility Location:	Will Rogers World Airport, Oklahoma City, OK
Project Number:	OCAT 2403[Enter Number]
Project Title:	Hangar 4 Construction Manager at Risk
Scope of Work:	As per the Final Plans and Specifications, Agreement, and any approved Amendment thereto.

all in compliance with the plans and specifications therefore, made a part of said contract and on file in the Office of the City Clerk of the CITY OF OKLAHOMA CITY; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of **two (2)** year(s) from final acceptance of the project by the Trust.

NOW, THEREFORE, if said Construction Manager shall pay or cause to be paid to the Trust, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of **two (2)** year(s) from and after acceptance of said project by the Trust, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Construction Manager or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of **two (2)** year(s) from final acceptance of the project by the Trust and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Trust, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Construction Manager or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Construction Manager has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this _____ day of _____, 20____ by the Construction Manager.

[Company Name]
Construction Manager

ATTEST:

(Witness - Secretary)

(Authorized Officer)

Executed this _____ day of _____, 20____ by the Surety.

Surety (Name of company)

ATTEST:

(Witness - Secretary)

(Attorney-in-Fact)

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this ____ day of _____, 20____.

ATTEST:

OKLAHOMA CITY AIRPORT TRUST:

Trust Secretary

Chairman

REVIEWED for form and legality.

Assistant Municipal Counselor/
Attorney for the Trust

EXHIBIT M – FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

Project or Phase Number: _____ **Project Number:** _____
(name and address) _____
_____ **Contract For:** _____
_____ **Contract Date:** _____

Owner: Oklahoma City Airport Trust **Contractor:** _____
(name and address) 7100 Terminal Drive, Unit 937 (name and _____
Oklahoma City, OK 73159 address) _____

On this ____ day of _____, 20____, The Oklahoma City Airport Trust ("Trust") hereby certifies, based upon the recommendation of the Architect/Engineer of record for the above stated project, that the following Work or portion of Work performed under this Agreement has been reviewed and found to be Substantially Complete according to the terms and conditions of the Agreement as of ____ (time) on _____ (date).

PROJECT OR PORTION OF THE PROJECT	DATE OF INSPECTION

The Construction Manager has provided approval by Surety for a reduction in retainage withheld as of the above date, the following manufacture's warranties are placed into effect:

WARRANTY	DATE OF COMMENCEMENT

A Punch List inspection was performed, and the CM must complete all Punch List Items on the Punch List in accordance with the Agreement. CM further acknowledges that One Hundred and Fifty Percent (150%) of the cost estimate to complete the Work or portion of Work on the Punch List will be retained and held by the Trust and the value of each Punch List Item listed shall be released as it is fully completed and accepted by the Trust by and through the Director and payment is approved by the Trust.

PUNCH LIST ITEM NUMBER	COST ESTIMATE OF INCOMPLETE OR DEFECTIVE WORK	AMOUNT TO BE RETAINED UNTIL COMPLETION:
(See attached)		
TOTAL		

The CM acknowledges that the remaining Work on the Punch List will be fully Completed by the Completion Date in the Agreement. If any Punch List item is not fully Completed by the Completion Date in the Agreement, then CM understands that Liquidated Damages may be assessed at the rate set forth in the Agreement if the remaining Work is not Completed within 60 days of the date of Substantial Completion.

The Trust hereby assumes care, custody, and control over the portion of the Work covered by this Certificate including, but not be limited to, maintenance of equipment (unless covered by maintenance agreement or warranty

in the Final Plans and Specifications), and payment of utility costs. The CM shall complete the remaining Work and maintain the Builder's Risk until Final Acceptance of all of the Work. The CM's warranty and maintenance bond will be placed into effect at Final Acceptance. The Trust agrees that, except to the extent of proceeds covered from the Construction Manager's Builder's Risk policy, Construction Manager is not liable for damage to the portion of the Work accepted as achieving Substantial Completion unless such damage is caused by the Construction Manager or its Subcontractors acts or omissions.

Construction Manager's Company Name

BY: _____
(Construction Manager Signatory) /Title

APPROVAL RECOMMENDED:

:

Director of Airports

Architect/Engineer

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this ____ day of _____,
20____.

ATTEST:

OKLAHOMA CITY AIRPORT TRUST:

Trust Secretary

Chairman

REVIEWED for form and legality.

Assistant Municipal Counselor/
Attorney for the Trust

EXHIBIT N – SPECIAL PROVISIONS

1. INTRODUCTION OF TRUST'S PROGRAM MANAGER:

Kirkpatrick Program Management, Incorporated will perform in the role of PM for this Project. The PM's role for this Project will consist of various duties. The primary role will be to oversee the performance of the Work, Agreement administration, and monitor the overall Project schedule and to ensure the CM provides Construction Services for the Project through a CMAR delivery system and adheres to the Project budget and quality. The following is a list of activities that the PM will be involved in on this Project:

- A. Pay Applications: Will review for accuracy prior to submitting to Architect and Trust for approval.
- B. Amendment Review and Process: Will handle the review and distributing of all Amendments on behalf of the Trust.
- C. Job Progress Meetings: The PM will attend and represent the Trust in periodic job progress meetings. These meetings are to discuss current or upcoming issues regarding the overall Project.
- D. General Project management and oversight on the Trust's behalf.

2. REQUIRED PROJECT MANAGEMENT FORMS:

The following is a list of forms required from the CM. These forms will be used to help monitor the overall progress of the Project. Please note the following:

- A. **Buyout Log:** This is a log that will show all material suppliers to be used for each scope of the Work. This log will help track procurement status of any and all materials that could impact the overall Project schedule. The buyout log shall incorporate all major procurement items procured by Subcontractor or CM. This log will, **at a minimum**, include the name of the company procuring the material (CM or Subcontractor), the vendor/supplier's company name, the PO#, the date of release, the material need date, the lead time, scheduled delivery date to the Project site, and actual delivery date. **The buyout log shall be submitted to the PM for review and approval no later than fifteen (15) calendar days after the CM receives a Notice to Proceed from the Trust.** The PM shall review within five (5) calendar days and return for modification or record. Any changes needed shall be made and a final version sent by the CM to the PM for final approval within five (5) calendar days from receipt. The information provided shall be used to establish the submittal schedule for the Project.
- B. **Daily Report Form:** This is a form that will be used to track the labor forces of CM and Subcontractors daily. These forms will be electronically submitted to the PM at the end of each work week. The form shall include, at a minimum, the number of personnel on Project site for each CM, labor, contractor, Subcontractor, vendor, Equipment operator, etc, all grouped by trade. The form should log total manpower, all Equipment on Project site, daily weather conditions, a summary of Work in place for the day, and any issues or deficiencies encountered/discovered. The form

should note satisfactory/unsatisfactory conditions of at least the following, if applicable:

- i. Erosion control maintained
- ii. Stored materials protected
- iii. Line locates up to date
- iv. Roads / site / building clean
- v. No keys left in Equipment
- vi. Project site secured
- vii. Installed work protected
- viii. Parking / Traffic Control in place.

C. Subcontractor/Vendor List: This is to be submitted to the PM for review prior execution of the Guaranteed Maximum Price Amendment. This form will also need to be updated monthly and submitted with the pay applications monthly as part of the approval process.

D. Trust's Decision Matrix: This log will be reviewed in the regular job progress meeting. The log will identify key decisions needed by the Trust. It will include a date and description for each decision and associated due dates for each decision. It is the responsibility of the CM to respond to all requests for information in a timely manner so as not to delay the Project schedule. Some decisions may require input from the Trust. The Trust shall make all requests for information and render all decisions in a timely manner so as not to delay the Project. The Trust acknowledges that matters will arise over the course of the Project upon which the Trust must make decisions and/or take action prior to its next regularly scheduled meeting in order to avoid delays to the Project. It is the Trust's responsibility to make those decisions and take those actions in a timely manner so as not to delay the Project schedule, except to the extent the need for the expedited decision is the result of the Construction Manager's negligence.

E. Other lists and logs as required to monitor Project status: During the progress of the Project, other logs or lists may be needed to track the status of the Project. The PM reserves the right to request additional information as needed.

3. PROJECT SAFETY:

The following is a list of safety requirements for CM and all Subcontractors that will be participating in this Project. Please note the following:

A. Safety:

- i. CM and all Subcontractors working on this Project shall have in effect a written safety plan and shall designate a safety representative.
- ii. In the case of the CM and their respective Subcontractors who have over fifty (50) employees on the Project site, they shall be required to have a full-time safety manager on the Project site during execution of the Work. It shall be the CM's responsibility to extend this requirement down to their Subcontractors. The Trust reserves the right to review the qualifications of

those proposed to execute the duties of safety manager and approve them. The CM and/or Subcontractors' safety managers will have functional accountability to PM.

- iii. CM's director of safety shall be responsible for initiating the safety program, ensuring that jobsite safety requirements and procedures are being accomplished, conducting safety inspections of Work being performed, conducting weekly safety meetings with craft employees, and submitting a weekly report to PM documenting safety activities. The CM's director of safety will also be responsible for a continuing survey of its operations, to ensure that the probable causes of injury or accident are controlled, and that operating Equipment, tools and facilities are used, inspected, and maintained as required by applicable safety and health regulations.

The Trust, Directors' Designee, and PM shall have the right to stop Work whenever safety violations are observed which could jeopardize the well-being of personnel and Equipment. The expense of any such Work stoppage, and resultant standby time, shall be the responsibility of the CM. The failure or refusal of CM to correct the observed violation may result in the termination of the Agreement, and/or the dismissal from the Project site of those responsible for such failure or refusal.

The CM shall within 24 hours provide the Trust's PM a copy of all reports provided to government agencies or insurance companies relating to any jobsite accident or injury during contractor's performance of the Work.

- B. Hazardous Substances:
The CM shall comply with applicable hazardous substance disclosure requirements set forth by the Occupational Safety and Health Administration (OSHA) and any other state and federal regulations.
- C. OSHA Permits and Programs:
The CM shall initiate and maintain such permits and programs as may be necessary to comply with requirements set forth by the OSHA and by any other state and federal regulations. A copy of all permits shall be provided to the Trust upon request.

4. **CONSTRUCTION SAFETY:**

CM shall provide, institute, and/or implement the following:

- A. Security Program:
CM is responsible for the security of its workers, tools, materials, and Equipment on (and to and from) the Project site. All small tools and construction Equipment belonging to CM must be clearly identified as such. Tools, including personal tools, are subject to inspection. The Trust and PM make no representation about the security of the Project site and disclaim any and all responsibility for the

security of CM's workers, tools, materials and Equipment on (and to and from) the Project site.

- B. **Joint Occupancy:**
The roads to the Project Site will be used jointly by CM, all Subcontractors, contractors, Department of Airports, Department of Airports' tenants, and PM.
- C. **Construction Area Limits:**
Trust will designate the boundary limits of access roads, parking areas, storage areas, and construction areas. CM shall not trespass in or on areas not so designated. CM shall be responsible for keeping all its personnel out of areas not designated for CM's use. The CM will not interfere with vehicle and/or aircraft traffic on either the Airport property or public rights-of-way. Any closure of public rights-of-way for completion of the Work shall be properly permitted as required. Any request to close Airport space for completion of the Work will be made a minimum of 30 days in advance.
- D. **CM's Temporary Buildings:**
All temporary construction buildings shall be fire retardant. The location, size(s), quantity, and type(s) of temporary buildings shall be subject to Director's and PM's review and approval.
- E. **Radios on Site:**
Handheld radios may be permitted. Approval for use of the radio shall be obtained through PM. CM shall obtain any necessary license to operate radios on the Project site. Any such radios shall operate on a separate, dedicated frequency. The frequency shall not impact Airport radio traffic or aircraft communication with the Air Traffic Control Tower or those on the ground in any way. If requested, the CM shall provide radios for PM's personnel.
- F. **No Smoking:**
No Smoking will be allowed in the Project site or outside of the designated smoking areas. The CM will designate smoking areas subject to approval by the PM.
- G. **Personnel Clothing and Equipment:**
CM's personnel and Subcontractors must wear proper hard hats clearly marked with a company logo, safety boots, safety glasses and all other necessary and required safety Equipment and clothing. Must comply with the Airport's policy for visible clothing.
- H. **Ventilating:**
Prevent hazardous accumulations of dust, fumes, mist, vapors, or gases in areas occupied during construction. Provide local ventilation to prevent harmful accumulation of hazardous substances into the atmosphere of Project site. Dispose of materials in a manner that will not result in harmful exposure to persons or disrupt or otherwise affect operation of existing facilities. Ventilate storage spaces containing hazardous, volatile, or high temperature sensitive materials.

- I. **Site Signs:**
Identification signboards and notices for safety or instruction are permitted on Project site only after approval of Director or PM for format, location, and quantity.
- J. **Lunch Facilities:**
CM will provide any necessary lunch facilities for their forces and Subcontractors. No vending machines, food trucks, or other vending trucks of any kind will be permitted on the Project site unless approved in advance by the Director. The CM will ensure there are sufficient waste disposal receptacles in the lunch area. Waste will be cleaned up daily to avoid accumulation trash debris and pests.
- K. **Review of Plans:**
Review and approval by Director's Designee or PM of contractor's or Subcontractors' rigging, scaffolding and other construction plans shall not constitute or be construed as an assumption of CM's responsibility or liability by either the Director, Director's Designee, Trust or the PM for scaffolding or safety under the Agreement or at law and does not relieve CM from full compliance with its legal and contractual obligations.
- L. **Secured Project Site:**
CM is responsible to request or ensure the CM and its Subcontractors request the issuance of Airport security badges and ramp permits to each of the employees, suppliers, agents, and vehicles that will need access to the Project's secured Project site at the Airport. The CM will ensure all individuals on the Project's secured Project site have either the appropriate badge, ramp permit, or properly escorted to and from the Project site.

5. UTILITIES:

- A. The CM shall pay for temporary power consumption for construction. The cost of providing service (pole, meter, etc.) will be the responsibility of the CM. CM and its Subcontractors are responsible for providing and pay for their Project trailer power.
- B. The CM shall pay for temporary water consumption. The CM is responsible for providing and paying for their Project trailer water and sewer.

6. TOILETS:

The CM shall provide and maintain temporary toilets during construction. The toilets will be cleaned at appropriate intervals so as to avoid unsatisfactory conditions. Any toilets deemed unsatisfactory shall be addressed the same day.

7. INSURANCE:

The CM will provide Commercial General Liability, Worker's Compensation and Employers Liability, Automobile Liability and Builder's Risk insurance.

8. **CONSTRUCTION TEMPORARY FACILITIES:**

The CM shall provide a Project trailer for the duration of this Project. The CM shall provide the PM workspace within the job trailer through the date of Substantial Completion, or Completion Date as stated in the Agreement, whichever is later, under the following conditions:

- A. The trailer shall have a minimum of two offices, toilet facilities, data/WiFi, water, power, heating/cooling, and a meeting room large enough to conduct a meeting with a minimum of 12 participants. The trailer shall be in marketable rental condition for commercial construction management. CM shall submit the proposed trailer specifications to the PM for approval within 10 days of the Agreement award. The PM shall have access to the trailer whenever CM has forces on site.
- B. The CM is responsible for all set up of the trailer, including stairs, landings, and decks for all entry doors, skirting, septic system, and parking area sufficient to accommodate meeting participants.
- C. The parking area shall be maintained in a satisfactory condition by the CM for the duration of the Project. Utilities for this trailer shall be provided by the CM and maintained for the duration of the Project. Internet line shall be available and hooked up to the trailer by the CM. The CM is responsible for monthly costs of the trailer and all necessary utilities, including water, power, septic system, and maintenance.
- D. The CM shall provide and maintain an office dumpster for the trailer, approximately 6 cubic yards with lid and side door. The CM shall ensure dumpster service as necessary to ensure Project site and Project office cleanliness and sanitary conditions. The CM shall provide at least one (1) boot scrubber per entry door for the trailer. Smoking by CM's personnel or Subcontractors within 50' of the trailer is prohibited.

9. **CONSTRUCTION SCHEDULE:**

- A. Construction Schedule.

The CM shall, within ten (10) days after date of commencement or Notice to Proceed, prepare and submit for the Architect and Director's Designee review and approval, a Critical Path Method (CPM) type of construction schedule in both electronic and hard (paper) format. It should show the order in which the CM proposes to carry out the Work within the Project time allotted. The construction schedule shall include, among other detail, the date the CM will start the relevant features of the Work, including, but not limited to, procurement of material, equipment startup, testing, and acceptance, activity relationships and constraints, and the contemplated Completion Date for the Work and each activity there under.

The construction schedule shall be of sufficient detail to reflect all major aspects and constraints of the Work including, but not limited to, coordination of Trade Bid packages and any information or action required by the Architect and or the Trust.

The CM shall incorporate any Trust provided activities into the construction schedule.

B. Initial Construction Schedule:

The Architect and Director review and approval of the CM's initial construction schedule shall be only for compliance with the specified format, Project time allotted, and suitability for monitoring progress of the Work and shall not be construed as a representation that the Architect or Director has analyzed the construction schedule to form opinions of sequences, logic, or durations of time represented in the construction schedule. The CM shall incorporate any comments following the review and resubmit the initial construction schedule for approval within 10 days of receipt of the Architect and Director's review comments. Once the initial construction schedule is established, the construction schedule will be incorporated within the Agreement.

C. Construction Schedule Adjustments:

The CM shall regularly update the construction schedule as required by progress of the Project, but in no case less than monthly intervals. At the end of each month the CM shall enter the actual remaining duration, and actual start and finish dates on the construction schedule and deliver to the Director and PM showing the Project's future planned work and actual progress. The construction schedule update(s) shall be included with application for partial payment. The CM's construction schedule adjustments shall not add or subtract calendar days from the Project time allocated without Trust approval. The construction schedule shall be revised to reflect any agreed extensions of the Project time allocated or as required by the conditions of the Work.

The schedule will be used to determine the adequacy of the CM's progress. The schedule shall be submitted in both native files and PDF format. The schedule, and subsequent updates, must include **target bars** for each originally scheduled task. The target bars shall remain static for the life of the Project including all updates to the schedule.

The CM shall be responsible for maintaining progress in accordance with the currently approved construction schedule. If the Project is behind schedule for reasons that do not entitle CM to an extension of the date of Substantial Completion, the Completion Date, or both, the CM shall increase the number of shifts, overtime operations, days of work, supplemental crews, and/or amount of construction planned as may be necessary to maintain/recover the construction schedule. If the CM's progress falls materially behind the baseline schedule for reasons that do not entitle CM to an extension of the date of Substantial Completion, the Completion Date, or both, , and the CM is not taking sufficient steps to regain schedule; upon written request the CM shall submit for review a "recovery schedule" to demonstrate how the original rate of progress will be regained. The approved recovery schedule shall be implemented without additional cost to the Trust.

Failure by the CM to comply with these progress requirements to ensure the Project is Completed by the Completion Date will be sufficient reason for the Trust to terminate the Agreement.

D. The CM's construction schedule shall reflect, at a minimum, the following construction milestone dates:

- A. Notice to Proceed
- B. Mobilization Complete
- C. Building pad complete
- D. Foundation complete
- E. Superstructure complete
- F. Building dry-in complete
- G. Building power startup complete
- H. HVAC startup complete
- I. Fire suppression system complete
- J. Building climatized
- K. Fire suppression testing complete
- L. Finishes complete
- M. Equipment startup complete
- N. Trust FF&E start
- O. Substantial completion
- P. Punchlist complete
- Q. Close Out Complete



Logistics Rental Rates
Home Location: 6032-AU
Equipment Class: ALL

Rental Rate Disclaimers

- Rates exclude tax, and are 90% or less of adjusted AED Greenbook or Market Rate
- Charges for superintendent trucks are based on hourly rates varying by IE Dunn Region and are distinct from any truck rate reflected on this sheet.
- Rates are not subject to a rental cap based on equipment value

Home Location	Class	Start Date	End Date	26-Day Rate	Weekly Rate	Daily Rate
6032-AU	12-DA FLAT - 12.0L Trailer - Dual Axle Flat	01/01/2024	12/31/2024	583.00	233.00	93.00
6032-AU	12-TRONC - 12-TRAILER-Concrete Package	01/01/2024	12/31/2024	6,310.00	2,729.00	591.00
6032-AU	30-110V - 30-Vibrator - 110V	01/01/2024	12/31/2024	425.00	170.00	68.00
6032-AU	30-110V-BP - 30-Vibrator - Back Pack - Gas	01/01/2024	12/31/2024	516.00	206.00	82.00
6032-AU	30-110V-HC - 30-Vibrator - 110V - High Cycle	01/01/2024	12/31/2024	605.00	242.00	97.00
6032-AU	30-230V-HC - 30-Vibrator - 230V - High Cycle	01/01/2024	12/31/2024	605.00	242.00	97.00
6032-AU	30-BKT - 33 - 30-Concrete Bucket - 1/3 YD	01/01/2024	12/31/2024	435.00	174.00	70.00
6032-AU	30-BKT-1.0 - 30-Concrete Bucket-1.0 YD	01/01/2024	12/31/2024	630.00	252.00	101.00
6032-AU	30-BKT-1.5 - 30-Concrete Bucket-1.5 YD	01/01/2024	12/31/2024	630.00	252.00	101.00
6032-AU	30-BKT-2.0 - 30-Concrete Bucket-2.0 YD	01/01/2024	12/31/2024	743.00	297.00	119.00
6032-AU	30-BKT-3.0 - 30-Concrete Bucket-3.0 YD	01/01/2024	12/31/2024	558.00	223.00	88.00
6032-AU	30-CORE150 - 30-Drill Core-Hill DD 150	01/01/2024	12/31/2024	1,083.00	433.00	173.00
6032-AU	30-CPB-16 - 30-Concrete Power Buggy-16cf	01/01/2024	12/31/2024	1,317.00	527.00	211.00
6032-AU	30-CPB-16T - 30-Concrete Truck Buggy-16cf	01/01/2024	12/31/2024	150.00	100.00	50.00
6032-AU	30-CURING - 30-Curing Box - Concrete	01/01/2024	12/31/2024	435.00	174.00	70.00
6032-AU	30-GRDCEL - 30-Ginder - Ceiling	01/01/2024	12/31/2024	1,475.00	590.00	236.00
6032-AU	30-SOFF-10 - 30-Soft Cut Concrete Saw - 10"	01/01/2024	12/31/2024	1,519.00	608.00	243.00
6032-AU	30-SOFF-14 - 30-Soft Cut Concrete Saw - 14"	01/01/2024	12/31/2024	1,916.00	766.00	306.00
6032-AU	30-TROW-H8 - 30-Trowel - Riding - Twin 36"	01/01/2024	12/31/2024	1,916.00	766.00	306.00
6032-AU	30-TROW-H8 - 30-Trowel - Riding - Twin 48"	01/01/2024	12/31/2024	797.00	315.00	126.00
6032-AU	30-TROW-M4 - 30-Trowel - Walkbehind - 4'	01/01/2024	12/31/2024	900.00	360.00	144.00
6032-AU	30-TROW-MSC - 30-Trowel-Walkbehind-Belt-3'	01/01/2024	12/31/2024	516.00	206.00	82.00
6032-AU	30-VIB-BPC - 30-Vibrator-Back Pack-Cordless	01/01/2024	12/31/2024	430.00	172.00	69.00
6032-AU	31-SAWM14 - 31-Saw - Masonry - 14"	01/01/2024	12/31/2024	667.00	267.00	107.00
6032-AU	31-SAWM20 - 31-Saw - Masonry - 20"	01/01/2024	12/31/2024	86.00	34.00	14.00
6032-AU	31-TUB - 31-Tub - Mortar	01/01/2024	12/31/2024	80.00	32.00	13.00
6032-AU	32-WEL-D100 - 32-Welder - 100 Amp - Electric	01/01/2024	12/31/2024	702.00	281.00	112.00
6032-AU	32-WEL-D25 - 32-Welder - 225 Amp - Gas	01/01/2024	12/31/2024	622.00	329.00	130.00
6032-AU	32-WEL-D325 - 32-Welder - 325 Amp - Gas	01/01/2024	12/31/2024	769.00	308.00	123.00
6032-AU	32-WEL-D360 - 32-Welder - 360 Amp - Electric	01/01/2024	12/31/2024	308.00	123.00	49.00
6032-AU	33-BLOWER - 33-Blower - Backpack	01/01/2024	12/31/2024	108.00	43.00	17.00
6032-AU	33-BLOWERL - 33-Blower - Leaf	01/01/2024	12/31/2024	108.00	43.00	17.00
6032-AU	33-BLOWLC - 33-Blower-Leaf-Cordless	01/01/2024	12/31/2024	583.00	233.00	93.00
6032-AU	33-DRIVER - 33-Driver - Fence Post	01/01/2024	12/31/2024			

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EXHIBIT O – CONSTRUCTION MANAGER’S RENTAL RATES



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Home Location	Class	Start Date	End Date	28-Day Rate	Weekly Rate	Daily Rate
6032-AU	33-DRIVERG - 33-Drive/Fence Post-Gas	01/01/2024	12/31/2024	593.00	233.00	93.00
6032-AU	33-DRP MAG - 33-Drill Press - Magnetic	01/01/2024	12/31/2024	441.00	178.00	71.00
6032-AU	33-GANG 1 - 33-Gang Box - Small - Chest	01/01/2024	12/31/2024	108.00	43.00	17.00
6032-AU	33-GANG 4 - 33-Gang Box - Small - Medium	01/01/2024	12/31/2024	108.00	43.00	17.00
6032-AU	33-GANG 5 - 33-Gang Box-Large Cabinet	01/01/2024	12/31/2024	160.00	64.00	26.00
6032-AU	33-GANG FP - 33-Gang Box-Field Plans	01/01/2024	12/31/2024	161.00	64.00	26.00
6032-AU	33-LEVEL - 33-Level	01/01/2024	12/31/2024	244.00	98.00	39.00
6032-AU	33-LIGHTMO - 33-Light-Tower-Mobile-LED	01/01/2024	12/31/2024	516.00	206.00	82.00
6032-AU	33-LSRBH - 33-Laser - Beacon - Horizontal	01/01/2024	12/31/2024	304.00	122.00	49.00
6032-AU	33-LSRHRL - 33-Laser-Rotating-Hilt-Sync	01/01/2024	12/31/2024	449.00	180.00	72.00
6032-AU	33-LSRP180 - 33-Laser - PLS180	01/01/2024	12/31/2024	149.00	60.00	24.00
6032-AU	33-LSRP680 - 33-Laser-Palm-360 Degree Line	01/01/2024	12/31/2024	183.00	73.00	29.00
6032-AU	33-LSRPLS3 - 33-Laser - PLS3	01/01/2024	12/31/2024	149.00	60.00	24.00
6032-AU	33-LSRPLS4 - 33-Laser - PLS4	01/01/2024	12/31/2024	128.00	51.00	20.00
6032-AU	33-LSRPLS5 - 33-Laser - PLS5	01/01/2024	12/31/2024	258.00	103.00	41.00
6032-AU	33-LSRSCN - 33-Laser - Scanner	01/01/2024	12/31/2024	4,488.00	1,795.00	718.00
6032-AU	33-MBOARD - 33-Message Board-Solar	01/01/2024	12/31/2024	1,889.00	756.00	302.00
6032-AU	33-MOWER R - 33-Mower - Riding	01/01/2024	12/31/2024	561.00	224.00	90.00
6032-AU	33-PLATE - 33-Plate-Road	01/01/2024	12/31/2024	188.00	75.00	30.00
6032-AU	33-RGPS2 - 33-Robotic-Tumble GPS	01/01/2024	12/31/2024	3,205.00	1,282.00	513.00
6032-AU	33-TAMP - 33-Rammer-Jumping Jack	01/01/2024	12/31/2024	641.00	256.00	102.00
6032-AU	33-TAMPAD - 33-Tamper - Pad - Vibrating	01/01/2024	12/31/2024	629.00	252.00	101.00
6032-AU	33-TREAD - 33-Tread Cleaning System	01/01/2024	12/31/2024	4,434.00	1,774.00	710.00
6032-AU	33-TRMATF4 - 33-Trackout Mats-FODS-12'x42"	01/01/2024	12/31/2024	212.00	85.00	34.00
6032-AU	33-TRMATF7 - 33-Trackout Mats-FODS-12'x7"	01/01/2024	12/31/2024	424.00	170.00	68.00
6032-AU	33-TRN3IS - 33-Transit - 20 Second	01/01/2024	12/31/2024	383.00	153.00	61.00
6032-AU	33-TRNDOCT - 33-Transit-Data Collector-110	01/01/2024	12/31/2024	943.00	377.00	151.00
6032-AU	33-TRNRBO - 33-Transit - Robotic	01/01/2024	12/31/2024	2,895.00	1,159.00	463.00
6032-AU	33-TRNTOTA - 33-Transit - Total Station	01/01/2024	12/31/2024	299.00	120.00	48.00
6032-AU	34-BKR 30A - 34-Breaker - 30/40# - Air	01/01/2024	12/31/2024	360.00	144.00	58.00
6032-AU	34-BKR 60A - 34-Breaker - 60# - Air	01/01/2024	12/31/2024	624.00	240.00	93.00
6032-AU	34-BKR 60E - 34-Breaker - 60# - Electric	01/01/2024	12/31/2024	299.00	120.00	48.00
6032-AU	34-BKR18EH - 34-Breaker-18#Elec-Hilti	01/01/2024	12/31/2024	40.00	16.00	6.00
6032-AU	34-BKRDRSD - 34-Breaker-DRS-DWH053K	01/01/2024	12/31/2024	103.00	41.00	16.00
6032-AU	34-BKRDRSY - 34-Breaker-DRS-Y	01/01/2024	12/31/2024	241.00	96.00	38.00
6032-AU	34-CHIPHMR - 34-Chipping Hammer	01/01/2024	12/31/2024	401.00	160.00	64.00
6032-AU	34-SAWQC - 34-Saw-Quickee Cordlessg*	01/01/2024	12/31/2024	389.00	155.00	62.00
6032-AU	34-SAWQG - 34-Saw-Quickee - Gas - 14-16	01/01/2024	12/31/2024	13.00	5.00	2.00
6032-AU	34-TANKP - 34-Tank-Water-Pressurized	01/01/2024	12/31/2024	29.00	12.00	5.00
6032-AU	34-TRASHH - 34-Trash Chute - Hopper	01/01/2024	12/31/2024	54.00	22.00	9.00
6032-AU	34-TRASHWR - 34-Trash Chute - Wrap Around	01/01/2024	12/31/2024	68.00	27.00	11.00
6032-AU	35-LIFE-11 - 35-Lifeline - Retractable-11'	01/01/2024	12/31/2024			

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Home Location	Class	Start Date	End Date	28-Day Rate	Weekly Rate	Daily Rate
6032-AU	35-LIFE-20 - 35-Lifeline - Retractable-20'	01/01/2024	12/31/2024	154.00	62.00	25.00
6032-AU	35-LIFE-2L - 35-Lifeline-Leading Edge-20'	01/01/2024	12/31/2024	174.00	70.00	28.00
6032-AU	35-LIFE-3L - 35-Lifeline-Leading Edge-30'	01/01/2024	12/31/2024	227.00	91.00	36.00
6032-AU	35-LIFE-5L - 35-Lifeline-Leading Edge-50'	01/01/2024	12/31/2024	355.00	142.00	57.00
6032-AU	35-LIFE-6L - 35-Lifeline-Leading Edge-60'	01/01/2024	12/31/2024	357.00	143.00	57.00
6032-AU	35-LIFE-H - 35-Lifeline - Horizontal	01/01/2024	12/31/2024	283.00	113.00	45.00
6032-AU	35-PLAT10 - 35-Platform-Landing - 8'x10'	01/01/2024	12/31/2024	848.00	339.00	136.00
6032-AU	35-STAIR16 - 35-Stair-Assembly-16 Step	01/01/2024	12/31/2024	361.00	144.00	56.00
6032-AU	35-STAIR20 - 35-Stair-Assembly-20 Step	01/01/2024	12/31/2024	464.00	186.00	74.00
6032-AU	35-BANDING - 35-Banding Tool Set	01/01/2024	12/31/2024	91.00	36.00	14.00
6032-AU	35-FUEL-TNK - 35-Fuel Tank	01/01/2024	12/31/2024	217.00	87.00	35.00
6032-AU	35-LIGHT-SC - 35-Light-Stand-LED-Cordless	01/01/2024	12/31/2024	73.00	29.00	12.00
6032-AU	35-TORCHC - 35-Torch - Cutting	01/01/2024	12/31/2024	139.00	56.00	22.00
6032-AU	35-WEEDEAT - 35-Weed Eater - Gas	01/01/2024	12/31/2024	170.00	68.00	27.00
6032-AU	40-COMPE - 40-Compressor - Elec <10 Gal	01/01/2024	12/31/2024	139.00	56.00	22.00
6032-AU	40-COMPEP - 40-Compressor-Elec<10 Gal Port	01/01/2024	12/31/2024	153.00	61.00	24.00
6032-AU	41-02-0KW - 41-Generator - 02.0KW	01/01/2024	12/31/2024	400.00	160.00	64.00
6032-AU	41-05-0KW - 41-Generator - 05.0KW	01/01/2024	12/31/2024	554.00	222.00	89.00
6032-AU	41-06-0KWH - 41-Generator - 06.0KW - HC	01/01/2024	12/31/2024	618.00	247.00	99.00
6032-AU	41-05-6KW - 41-Generator - 05.6KW	01/01/2022	12/31/2024	0.00	0.00	0.00
6032-AU	41-05-6KW - 41-Generator - 05.6KW	01/01/2024	12/31/2024	679.00	262.00	101.00
6032-AU	41-06-0KW - 41-Generator - 06.0KW	01/01/2024	12/31/2024	675.00	270.00	108.00
6032-AU	41-06-5KW - 41-Generator - 05.5KW	01/01/2022	12/31/2024	0.00	0.00	0.00
6032-AU	41-06-5KW - 41-Generator - 05.5KW	01/01/2024	12/31/2024	684.00	274.00	110.00
6032-AU	41-07-2KWC - 41-Generator-Cordless 7.2KW	01/01/2024	12/31/2024	725.00	290.00	116.00
6032-AU	41-08-9KW - 41-Generator - 08.0 - 97KW	01/01/2024	12/31/2024	900.00	360.00	144.00
6032-AU	41-10KW - 41-Generator - 10KW	01/01/2024	12/31/2024	974.00	390.00	156.00
6032-AU	42-TESTPMP - 42-Test Pump - Water	01/01/2024	12/31/2024	201.00	80.00	32.00
6032-AU	42-WP-2ESH - 42-Water Pump - 2" Elec SP HDE	01/01/2024	12/31/2024	194.00	78.00	31.00
6032-AU	42-WP-2ESL - 42-Water Pump - 2" Elec SP LDE	01/01/2024	12/31/2024	194.00	78.00	31.00
6032-AU	42-WP-2G - 42-Water Pump - 2" Gas	01/01/2024	12/31/2024	495.00	198.00	79.00
6032-AU	42-WP-3G - 42-Water Pump - 3" Gas	01/01/2024	12/31/2024	652.00	261.00	104.00
6032-AU	42-WP-4G - 42-Water Pump - 4" Gas	01/01/2024	12/31/2024	955.00	382.00	153.00
6032-AU	43-FLRSQUE - 43-Squeegee - Floor	01/01/2024	12/31/2024	337.00	135.00	54.00
6032-AU	43-PLSH-FL - 43-Polisher - Floor - 17"	01/01/2024	12/31/2024	464.00	186.00	74.00
6032-AU	43-SCRUB - 43-Scrubber-Floor-Walkbehind	01/01/2024	12/31/2024	1821.00	728.00	291.00
6032-AU	43-SWEEPAN - 43-Sweeper - Floor - Manual	01/01/2024	12/31/2024	219.00	88.00	35.00
6032-AU	43-SWEEPRA - 43-Sweeper-Riding-4-Wheel	01/01/2024	12/31/2024	4007.00	1603.00	641.00
6032-AU	43-SWEEPRA - 43-Sweeper-Riding - 3-Wheel	01/01/2024	12/31/2024	2026.00	810.00	324.00
6032-AU	43-TILEWB - 43-Tile Stripper - Walkbehind	01/01/2024	12/31/2024	489.00	196.00	78.00
6032-AU	44-DEHUMID - 44-Dehumidifier 300-400 CFM	01/01/2024	12/31/2024	482.00	193.00	77.00
6032-AU	44-FANATTI - 44-Fan - Drum/Atic	01/01/2024	12/31/2024	165.00	66.00	26.00

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6032-AU	44-FANCAM - 44-Fan - Clean Air Mech - Mini	01/01/2024	12/31/2024	316.00	126.00	50.00
6032-AU	44-FANCAPT - 44-Fan - Clean Air Mech - Port	01/01/2024	12/31/2024	352.00	141.00	56.00
6032-AU	44-FANFLR - 44-Fan - Carpet - Blower	01/01/2024	12/31/2024	77.00	31.00	12.00
6032-AU	44-FANMIST - 44-Fan - Mister	01/01/2024	12/31/2024	304.00	122.00	49.00
6032-AU	44-FANSP - 44-Fan - Super	01/01/2024	12/31/2024	388.00	155.00	62.00
6032-AU	44-KUBE - 44-Kube - Kontrol Kube Unit	01/01/2024	12/31/2024	1,112.00	445.00	178.00
6032-AU	44-PACCOL - 44-PORT-A-COOL	01/01/2024	12/31/2024	304.00	122.00	49.00
6032-AU	44-SMOKE - 44-Smoke Ester Vacuum	01/01/2024	12/31/2024	254.00	102.00	41.00
6032-AU	45-PWASHBK - 45-Pressure Washer-300Psi Gas	01/01/2024	12/31/2024	735.00	294.00	118.00
6032-AU	45-VAC12GD - 45-Vacuum - 12-16 Gal Dustless	01/01/2024	12/31/2024	243.00	97.00	39.00
6032-AU	45-VAC12GL - 45-Vacuum - 12-16 Gal Wet/Dry	01/01/2024	12/31/2024	76.00	30.00	12.00
6032-AU	45-VAC55E - 45-Vacuum - 55 Gallon - Elect	01/01/2024	12/31/2024	308.00	123.00	49.00
6032-AU	45-VACBAKC - 45-Vacuum-Backpack-Cordless	01/01/2024	12/31/2024	64.00	26.00	10.00
6032-AU	45-VACCARP - 45-Vacuum - Carpet Sweeper	01/01/2024	12/31/2024	111.00	44.00	18.00
6032-AU	45-VACDAS - 45-Vacuum-Dustless-Auto Switch	01/01/2024	12/31/2024	243.00	97.00	39.00
6032-AU	45-VACDC - 45-Vacuum-Dustless-Cordless	01/01/2024	12/31/2024	244.00	98.00	39.00
6032-AU	45-VACHDE - 45-Vacuum-Heps-Dust Extractor	01/01/2024	12/31/2024	461.00	184.00	74.00
6032-AU	45-VACHDCA - 45-Vacuum - Heps Carpet Sweep	01/01/2024	12/31/2024	152.00	61.00	24.00
6032-AU	45-VACWDC - 45-Vac-Wet/Dry-Cordless-2gal	01/01/2024	12/31/2024	75.00	30.00	12.00
6032-AU	45-VACWMS - 45-Vacuum-WMS-Core Drill	01/01/2024	12/31/2024	261.00	104.00	42.00
6032-AU	46-ARDPR - 46-Differen Pressure Recorder	01/01/2024	12/31/2024	245.00	98.00	39.00
6032-AU	46-CAMFLUR - 46-Camera - FLIR	01/01/2024	12/31/2024	4,298.00	1,719.00	688.00
6032-AU	46-SCANFBR - 46-Scanner - Rebar - PS1000	01/01/2024	12/31/2024	106.00	42.00	17.00
6032-AU	46-TESTIL - 46-Test EQ - Light Meter	01/01/2024	12/31/2024	174.00	70.00	28.00
6032-AU	46-TESTM - 46-Test EQ - Moisture	01/01/2024	12/31/2024	240.00	96.00	38.00
6032-AU	47-GOLF - 47-Golf Cart - 2 Seat	01/01/2024	12/31/2024	620.00	248.00	99.00
6032-AU	47-UTV4S - 47-Utility Vehicle - 4 Seat	01/01/2024	12/31/2024	890.00	276.00	110.00
6032-AU	48-HK125 - 48-Heater - Kerosene - 125K BTU	01/01/2024	12/31/2024	247.00	99.00	40.00
6032-AU	48-HP225 - 48-Heater - Propane - 225K BTU	01/01/2024	12/31/2024	533.00	213.00	85.00
6032-AU	48-HP350 - 48-Heater - Propane - 350K BTU	01/01/2024	12/31/2024	246.00	98.00	39.00
6032-AU	49-BARRIER - 49-Barrier Lifting Bracket	01/01/2024	12/31/2024	605.00	242.00	97.00
6032-AU	49-CARTSHT - 49-Cart - Sheetrock	01/01/2024	12/31/2024	57.00	23.00	9.00
6032-AU	49-CARTTP - 49-Cart-Trash-Plastic 12yd	01/01/2024	12/31/2024	100.00	60.00	25.00
6032-AU	49-CARTPTI - 49-Cart - Trash Plastic 1 Yard	01/01/2024	12/31/2024	120.00	75.00	30.00
6032-AU	49-CRATBH - 49-Handler-Crate-Tilt Frame	01/01/2024	12/31/2024	318.00	127.00	51.00
6032-AU	49-DOLLYD - 49-Dolly - Door	01/01/2024	12/31/2024	30.00	12.00	5.00
6032-AU	49-DOORH - 49-Handler-Door-3070	01/01/2024	12/31/2024	230.00	92.00	37.00
6032-AU	49-DOORHA - 49-Handler-Door-40100T	01/01/2024	12/31/2024	442.00	177.00	71.00
6032-AU	49-FLJIB - 49-Fordlift - Jib	01/01/2024	12/31/2024	467.00	187.00	75.00
6032-AU	49-FLJIB - 49-Fordlift - Lift Hook	01/01/2024	12/31/2024	157.00	63.00	25.00
6032-AU	49-GABUGGY - 49-Georgia Buggy	01/01/2024	12/31/2024	318.00	127.00	51.00

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Home Location	Class	Start Date	End Date	28-Day Rate	Weekly Rate	Daily Rate
6032-AU	49-HOCH1-D - 49-Hoist - Chain - 1.0T	01/01/2024	12/31/2024	147.00	59.00	24.00
6032-AU	49-HOCH1-S - 49-Hoist - Chain - 1.5T	01/01/2024	12/31/2024	233.00	93.00	37.00
6032-AU	49-HOCH1E - 49-Hoist-Chain-Electric-1 Ton	01/01/2024	12/31/2024	371.00	148.00	59.00
6032-AU	49-HOPC4Y - 49-Hopper - Trash - Crane - 4Y	01/01/2024	12/31/2024	276.00	110.00	44.00
6032-AU	49-HOPCS01 - 49-Hopper-Crane-Self Dump 1.9Y	01/01/2024	12/31/2024	269.00	108.00	43.00
6032-AU	49-HOPCS02 - 49-Hopper-Crane-Self Dump 2.6Y	01/01/2024	12/31/2024	276.00	110.00	44.00
6032-AU	49-HOPCS03 - 49-Hopper-Crane-Self Dump 3.9Y	01/01/2024	12/31/2024	522.00	209.00	84.00
6032-AU	49-HOPF2.5 - 49-Hopper-Trash-Forklift-2.5YD	01/01/2024	12/31/2024	316.00	126.00	50.00
6032-AU	49-HOPFL2Y - 49-Hopper-Trash-Forklift-2YD	01/01/2024	12/31/2024	210.00	84.00	34.00
6032-AU	49-HOPFL3Y - 49-Hopper-Trash-Forklift-3YD	01/01/2024	12/31/2024	317.00	127.00	51.00
6032-AU	49-HOPFL4Y - 49-Hopper-Trash-Forklift-4YD	01/01/2024	12/31/2024	419.00	168.00	67.00
6032-AU	49-HOPFL5Y - 49-Hopper-Trash-Forklift-5YD	01/01/2024	12/31/2024	522.00	209.00	84.00
6032-AU	49-HOPMAT - 49-Hopper-Material Crane	01/01/2024	12/31/2024	198.00	79.00	32.00
6032-AU	49-MCRO19 - 49-Lit-Compad Scissor-19'	01/01/2024	12/31/2024	569.00	229.00	92.00
6032-AU	49-PANCRW - 49-Pan-Concrete Wash Out	01/01/2024	12/31/2024	338.00	136.00	54.00
6032-AU	49-PLUT113 - 49-Lit-Vertical-Pusharound-7'	01/01/2024	12/31/2024	331.00	132.00	53.00
6032-AU	49-PLTFORK - 49-Pallet Forks - Flying	01/01/2024	12/31/2024	606.00	242.00	97.00
6032-AU	49-PLTJACK - 49-Pallet Jack	01/01/2024	12/31/2024	141.00	56.00	22.00
6032-AU	49-PLTJKN - 49-Pallet Jack - Narrow	01/01/2024	12/31/2024	760.00	304.00	122.00
6032-AU	49-PLTRKE - 49-Pallet Jack - Electric	01/01/2024	12/31/2024	1832.00	733.00	293.00
6032-AU	49-RUPLTF - 49-Retractable Loading Platform	01/01/2024	12/31/2024	569.00	229.00	92.00
6032-AU	49-SCISR19 - 49-Lift - Scissor - 19'	01/01/2024	12/31/2024	544.00	218.00	87.00
6032-AU	49-VJFT20 - 49-Lit-Vertical-Powered-20'	01/01/2024	12/31/2024	572.00	229.00	92.00
6032-AU	51-WATERW6 - 51-Water Wagon - 500 Gal	01/01/2024	12/31/2024	614.00	246.00	98.00
6032-AU	52-CON-20C - 52-Container/Office - 20'	01/01/2024	12/31/2024	487.00	195.00	78.00
6032-AU	52-CONT-20 - 52-Container - 20'	01/01/2024	12/31/2024	162.00	66.00	26.00
6032-AU	52-CONT-40 - 52-Container - 40'	01/01/2024	12/31/2024	191.00	76.00	30.00
6032-AU	52-CONT-CS - 52-Container-Cooling Station	01/01/2024	12/31/2024	1888.00	743.00	293.00
6032-AU	56-COMBO - 56-Combo - Office / Van - 40'	01/01/2024	12/31/2024	487.00	195.00	78.00
6032-AU	58-OFF-60' - 58-Office Trailer - 60' X 12'	01/01/2024	12/31/2024	625.00	250.00	100.00
6032-AU	60-IW 25C - 60-Impact Driver - 25" Cordless	01/01/2024	12/31/2024	88.00	35.00	14.00
6032-AU	60-IW 5C - 60-Impact Wrench - 5" Cordless	01/01/2024	12/31/2024	106.00	42.00	17.00
6032-AU	60-IW 5E - 60-Impact Wrench - 5" Elec	01/01/2024	12/31/2024	59.00	24.00	10.00
6032-AU	60-IW 75C - 60-Impact Wrench-3/4" Cordless	01/01/2024	12/31/2024	183.00	73.00	29.00
6032-AU	60-IW 75E - 60-Impact Wrench-7/5" Elec	01/01/2024	12/31/2024	126.00	50.00	20.00
6032-AU	60-SAWCHOP - 60-Saw - Chop - Metal	01/01/2024	12/31/2024	116.00	46.00	18.00
6032-AU	60-VIB CL - 60-Vibrator - Cordless	01/01/2024	12/31/2024	351.00	140.00	56.00
6032-AU	64-RDRSC - 64-Roto-Dustless-Cordless	01/01/2024	12/31/2024	229.00	92.00	37.00
6032-AU	64-ROTO-CH - 64-Roto-SDS+ Cordless Hilti	01/01/2024	12/31/2024	422.00	169.00	68.00
6032-AU	64-ROTO-L - 64-Rotohammer - Large-SDS Max	01/01/2024	12/31/2024	382.00	153.00	61.00
6032-AU	64-ROTO-LC - 64-Rotohammer-SDS Max-Cordless	01/01/2024	12/31/2024	364.00	146.00	59.00

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6032-AU	64-ROTO-LL - 64-Rotohammer - SDS Max-TE 70	01/01/2024	12/31/2024	417.00	167.00	67.00
6032-AU	64-ROTO-S - 64-Rotohammer - SDS+ Electric	01/01/2024	12/31/2024	128.00	51.00	20.00
6032-AU	64-ROTO-SC - 64-Rotohammer-SDS+ Cordless	01/01/2024	12/31/2024	144.00	58.00	23.00
6032-AU	64-ROTO-00HC - 64-Dust Extraction - SDS Max	01/01/2024	12/31/2024	18.00	7.00	3.00
6032-AU	64-TEBDRS - 64-Roto-TE4 Dust Removal Syst	01/01/2024	12/31/2024	109.00	44.00	18.00
6032-AU	64-TEBDRS - 64-Roto-TE5 Dust Removal Syst	01/01/2024	12/31/2024	116.00	46.00	18.00
6032-AU	66-DR-37 - 66-Drill-37 5/32"	01/01/2024	12/31/2024	34.00	14.00	6.00
6032-AU	66-DR-5C - 66-Drill-5 1/2" Cordless	01/01/2024	12/31/2024	79.00	32.00	13.00
6032-AU	66-DR-5CH - 66-Drill-5 1/2" Cordless Hmr	01/01/2024	12/31/2024	79.00	32.00	13.00
6032-AU	66-DR-5EH - 66-Drill-5 1/2" Eiect Hammer	01/01/2024	12/31/2024	68.00	27.00	11.00
6032-AU	66-DR-5M - 66-Drill-5 1/2" Mixing	01/01/2024	12/31/2024	68.00	27.00	11.00
6032-AU	66-DR-5MC - 66-Drill-1/2" Mixing-Cordless	01/01/2024	12/31/2024	174.00	70.00	28.00
6032-AU	66-GDR-4.5 - 66-Grinder - Angle - 4.5"	01/01/2024	12/31/2024	75.00	30.00	12.00
6032-AU	66-GDR-6 - 66-Grinder - Angle - 6"	01/01/2024	12/31/2024	75.00	30.00	12.00
6032-AU	66-GDR-7.9 - 66-Grinder - Angle - 7.9"	01/01/2024	12/31/2024	99.00	40.00	16.00
6032-AU	66-GDR-AC - 66-Grinder - Angle - Cordless	01/01/2024	12/31/2024	97.00	39.00	16.00
6032-AU	66-GDR-DC - 66-Grinder-Die-Cordless	01/01/2024	12/31/2024	55.00	22.00	9.00
6032-AU	66-GDR-DS - 66-Grinder-Dustless-Surface	01/01/2024	12/31/2024	104.00	42.00	17.00
6032-AU	66-GDR-TPD - 66-Grinder-Tuck-Point-Dustless	01/01/2024	12/31/2024	121.00	49.00	19.00
6032-AU	66-GDR60C - 66-Grinder - Angle - 60V	01/01/2024	12/31/2024	56.00	22.00	9.00
6032-AU	66-GRGUN - 66-Grease Gun-Cordless	01/01/2024	12/31/2024	98.00	39.00	16.00
6032-AU	67-JIGSAWC - 67-Jigsaw - Cordless	01/01/2024	12/31/2024	64.00	26.00	10.00
6032-AU	67-NAILBDC - 67-Nailer - Brad - Air	01/01/2024	12/31/2024	64.00	26.00	10.00
6032-AU	67-NAILBRO - 67-Nailer - Brad - Air	01/01/2024	12/31/2024	74.00	30.00	12.00
6032-AU	67-NAILFC - 67-Nailer - Finish - Cordless	01/01/2024	12/31/2024	186.00	74.00	30.00
6032-AU	67-NAILFMC - 67-Nailer - Framing - Cordless	01/01/2024	12/31/2024	104.00	42.00	17.00
6032-AU	67-NAILFRM - 67-Nailer - Framing - Air	01/01/2024	12/31/2024	119.00	48.00	19.00
6032-AU	67-SANDBC - 67-Sander-Belt-Cordless	01/01/2024	12/31/2024	104.00	42.00	17.00
6032-AU	67-SANBELT - 67-Sander - Belt - 47X24"	01/01/2024	12/31/2024	104.00	42.00	17.00
6032-AU	67-SAVBDC - 67-Saw - Band - Cordless	01/01/2024	12/31/2024	150.00	60.00	24.00
6032-AU	67-SAVC07 - 67-Saw - Circular - 7-1/4"	01/01/2024	12/31/2024	75.00	30.00	12.00
6032-AU	67-SAVCCL - 67-Saw - Circular-Cordless	01/01/2024	12/31/2024	201.00	80.00	32.00
6032-AU	67-SAVCM8 - 67-Saw-Circular-Metal Cut-8"	01/01/2024	12/31/2024	92.00	37.00	15.00
6032-AU	67-SAVCMC - 67-Saw-Circular-Metal Cut-8"	01/01/2024	12/31/2024	241.00	96.00	38.00
6032-AU	67-SAVM12C - 67-Saw-Miter-Cordless-12"	01/01/2024	12/31/2024	321.00	128.00	51.00
6032-AU	67-SAVM12S - 67-Saw-Miter-12" Slider	01/01/2024	12/31/2024	237.00	95.00	38.00
6032-AU	67-SAVM10 - 67-Saw - Table - 8-10"	01/01/2024	12/31/2024	216.00	86.00	34.00
6032-AU	67-SAVM8C - 67-Saw-Table-Cordless - 8-14"	01/01/2024	12/31/2024	260.00	104.00	42.00
6032-AU	67-SAVM10 - 67-Saw-Table-SawStop-10"	01/01/2024	12/31/2024	361.00	144.00	58.00
6032-AU	67-SAWM10 - 67-Saw-Worm Drive-7-1/4"	01/01/2024	12/31/2024	72.00	29.00	12.00
6032-AU	67-SAWMOC - 67-Saw-Worm Drive-Cordless	01/01/2024	12/31/2024	207.00	83.00	33.00
6032-AU	67-SAWZ60V - 67-Sawzall-Cordless-60V	01/01/2024	12/31/2024	102.00	41.00	16.00



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Home Location	Class	Start Date	End Date	28-Day Rate	Weekly Rate	Daily Rate
6032-AU	67-SAWZAL - 67-Sawzall	01/01/2024	12/31/2024	78.00	31.00	12.00
6032-AU	67-SAWZALC - 67-Sawzall - Cordless	01/01/2024	12/31/2024	98.00	39.00	16.00
6032-AU	67-SCREWD - 67-Screwgun - Drywall	01/01/2024	12/31/2024	52.00	21.00	8.00
6032-AU	67-SCREWDG - 67-Screwgun - Decking	01/01/2024	12/31/2024	61.00	24.00	10.00
6032-AU	67-STAPLER - 67-Stapler - Nailer	01/01/2024	12/31/2024	144.00	58.00	23.00
6032-AU	70-BH-HB - 70-Backhoe - Hammer/Breaker	01/01/2024	12/31/2024	1826.00	730.00	292.00
6032-AU	70-BH-VPC - 70-Backhoe-Vib Plate Compactor	01/01/2024	12/31/2024	1113.00	445.00	178.00
6032-AU	70-BOM65 - 70-Lift Telescopic Boom-65-70"	01/01/2024	12/31/2024	2772.00	1109.00	444.00
6032-AU	70-EXCA-BK - 70-Excavator-Bucket	01/01/2024	12/31/2024	118.00	47.00	19.00
6032-AU	70-EXCA12 - 70-Mini Excavator-10-12K	01/01/2024	12/31/2024	2392.00	957.00	383.00
6032-AU	70-EXCA16 - 70-Mini Excavator-16-18K	01/01/2024	12/31/2024	3372.00	1351.00	540.00
6032-AU	70-EXCA19 - 70-Mini Excavator-19-19K	01/01/2024	12/31/2024	3698.00	1479.00	592.00
6032-AU	70-EXCA8 - 70-Mini Excavator-8K	01/01/2024	12/31/2024	2300.00	920.00	368.00
6032-AU	71-AC 100 - 71-Compressor - 100-125 CFM	01/01/2024	12/31/2024	742.00	297.00	119.00
6032-AU	71-AC 210 - 71-Compressor - 185-210 CFM	01/01/2024	12/31/2024	890.00	356.00	142.00
6032-AU	71-AC 375 - 71-Compressor - 185-210 CFM	01/01/2024	12/31/2024	1798.00	719.00	288.00
6032-AU	71-TREN - 71-Trench Roller - 24-33"	01/01/2024	12/31/2024	2173.00	869.00	346.00
6032-AU	72-25KW - 72-Generator - 25 KW	01/01/2024	12/31/2024	1347.00	539.00	216.00
6032-AU	72-LIGHT - 72-Light Tower	01/01/2024	12/31/2024	71.00	284.00	114.00
6032-AU	73-FLVR05 - 73-Forklift - Vole Reach - 5K	01/01/2024	12/31/2024	2437.00	975.00	385.00
6032-AU	73-FLVR06 - 73-Forklift - Vole Reach - 6K	01/01/2024	12/31/2024	2851.00	1140.00	455.00
6032-AU	73-FLVR08 - 73-Forklift - Vole Reach - 8K	01/01/2024	12/31/2024	3307.00	1323.00	529.00
6032-AU	73-FLVR09 - 73-Forklift - Vole Reach - 9K	01/01/2024	12/31/2024	4028.00	1611.00	644.00
6032-AU	73-FLVR10 - 73-Forklift - Vole Reach - 10K	01/01/2024	12/31/2024	4516.00	1806.00	722.00
6032-AU	73-FLVR12 - 73-Forklift - Vole Reach - 12K	01/01/2024	12/31/2024	0.00	0.00	0.00
6032-AU	73-FLVR12 - 73-Forklift - Vole Reach - 12K	01/01/2024	12/31/2024	5219.00	2088.00	835.00
6032-AU	74-FLWH5 - 74-Forklift - Warehouse - 5K	01/01/2024	12/31/2024	1275.00	510.00	204.00
6032-AU	74-FLWH5 - 74-Forklift - Warehouse - 5K	01/01/2024	12/31/2024	1511.00	604.00	242.00
6032-AU	74-FLWH6 - 74-Forklift - Warehouse - 6K	01/01/2024	12/31/2024	2065.00	826.00	330.00
6032-AU	76-LA-BKTL - 76-Loader - Bucket - Light Mat	01/01/2024	12/31/2024	268.00	107.00	43.00
6032-AU	76-LA-BRK - 76-Loader - Breaker - Hydraulic	01/01/2024	12/31/2024	1060.00	424.00	170.00
6032-AU	76-LA-F4HD - 76-Loader-Fork-Heavy Duty	01/01/2024	12/31/2024	401.00	160.00	64.00
6032-AU	76-LA-FORK - 76-Loader - Forks	01/01/2024	12/31/2024	310.00	124.00	50.00
6032-AU	76-LA-GRAP - 76-Loader - Grapple Bucket	01/01/2024	12/31/2024	641.00	256.00	102.00
6032-AU	76-LA-PD - 76-Loader - Post Driver	01/01/2024	12/31/2024	689.00	276.00	110.00
6032-AU	76-LA-SWFR - 76-Loader - Pick-up Sweeper	01/01/2024	12/31/2024	716.00	286.00	114.00
6032-AU	76-LDR 20 - 76-Utility Loader-2000-2399LB	01/01/2024	12/31/2024	2247.00	899.00	360.00
6032-AU	76-LDR 25 - 76-Utility Loader-2400-2799LB	01/01/2024	12/31/2024	3231.00	1292.00	517.00
6032-AU	76-LDR25 - 76-Loader - Tooth Bucket	01/01/2024	12/31/2024	432.00	173.00	69.00
6032-AU	76-LDRW15 - 76-Loader-Wheel-1.5yd	01/01/2024	12/31/2024	3978.00	1591.00	638.00
6032-AU	76-LDRW3 - 76-Loader-Wheel-3 yd	01/01/2024	12/31/2024	4579.00	1832.00	733.00

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Logistics Rental Rates Report Created on 03/25/2024 Time: 6:04 PM
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Home Location	Class	Start Date	End Date	28-Day Rate	Weekly Rate	Daily Rate
6032-AU	76-LDRMB - 76-Bucket - Wheel Loader	01/01/2024	12/31/2024	229.00	92.00	37.00
6032-AU	76-LDRWF - 76-Forks - Wheel Loader	01/01/2024	12/31/2024	229.00	92.00	37.00
6032-AU	76-TLDR 25 - 76-Track Loader - 2400-2799LB	01/01/2024	12/31/2024	3,168.00	1,267.00	507.00
6032-AU	76-TLDR-30 - 76-Track Loader - 2800-3399LB	01/01/2024	12/31/2024	3,446.00	1,378.00	551.00
6032-AU	76-TLDR-40 - 76-Track Loader - 4000LB	01/01/2024	12/31/2024	3,550.00	1,420.00	568.00
6032-AU	90-RINGRB - 90-Ring Rack Basket	01/01/2024	12/31/2024	212.00	86.00	34.00
6032-AU	90-SLAGRS - 90-Slab Rail Stanchion	01/01/2024	12/31/2024	6.92	2.77	1.11
6032-AU	92-BAKER - 92-Scaffold - Baker Rolling	01/01/2024	12/31/2024	86.00	34.00	14.00

EXHIBIT P – CONSTRUCTION MANAGER'S BURDENED PERSONNEL RATES

Contractor's Personnel Rates *

Effective 03.07.2024

Senior Vice President / Group Manager 3	\$	270.00	/ HR	
Project Executive / VP (Group Manager 2)	\$	240.00	/ HR	
Project Executive / VP (Group Manager 1)	\$	200.00	/ HR	
Project Director	\$	184.00	/ HR	
Senior Project Manager	\$	148.00	/ HR	
Project Manager	\$	120.00	/ HR	
Senior Project Engineer	\$	79.00	/ HR	
Project Engineer / Field Engineer	\$	71.00	/ HR	
General Superintendent	\$	214.00	/ HR	***
Senior Superintendent	\$	152.00	/ HR	***
Superintendent	\$	127.00	/ HR	***
Administrative Assistant / Executive Assistant	\$	79.00	/ HR	
Project Coordinator	\$	66.00	/ HR	
Estimating Director	\$	190.00	/ HR	
Estimating Manager	\$	152.00	/ HR	
Estimating Engineer	\$	108.00	/ HR	
MEP Coordinator	\$	125.00	/ HR	
Safety Personnel	\$	107.00	/ HR	
Quality Assurance Personnel	\$	123.00	/ HR	
Virtual Design & Construction (VDC) Personnel	\$	105.00	/ HR	
Scheduler	\$	106.00	/ HR	
Lean Specialist	\$	117.00	/ HR	

Construction Manager construction worker personnel subject to overtime will be billed at their actual wage rate plus 39.7% for labor burden.

* All personnel rates will be increased by no more than 4% on January 1 of each calendar year.

*** An additional \$8.30 / hr will be charge for JE Dunn owned truck rental (if assigned to the Superintendent). Actual fuel costs are not included in the hourly rental rate and will be billed as incurred.

EXHIBIT Q – THE TRUST’S SUBCONTRACTOR PREQUALIFICATION REQUIREMENTS

Trade Subcontractors engaged in work for this Project shall have the following City of Oklahoma City Prequalification Classification categories:

- Building Contractor “A”
- Boring Contractor “A”
- Demolition Contractor “A”
- Paving Contractor “A”
- Roofing Contractor “A”
- Storm Water Contractor “A”
- Traffic Control and Striping Contractor “A”
- Water Pipeline Contractor “A”
- Wastewater Pipeline Contractor “A”

Trade Subcontractors that do not fall within the above Prequalification Classifications shall be qualified through a Bidder’s Special Questionnaire. The Bidders Special Questionnaire must be completed and returned within each applicable Trade Bid. The Construction Manager shall ensure the bidders responding to Trade Bids that require a Special Questionnaire meet the following Minimum Qualifications.

1. Organizational Experience.
 - a. Bidder with minimum three years' experience, under the present business name. The Bidder with minimum three years' documented experience in walkway or escalator repair and/or rehabilitation.
 - b. Bidder must have completed the at least three (3) projects of similar scope as herein specified within the last five (5) years, within the United States.
 - c. Equipment shall be installed by qualified employees.
2. Business and Financial Competency.
 - a. Each bidder shall submit the following evidence of competency and evidence of financial responsibility to perform the Work to the Construction Manager at the time of bid opening.
 - i. Full set of Financial Statements but are not required to have the Financial Statement to be independently reviewed or audited. The bidder’s certificate attesting to the accuracy of the information in the Financial Statement must be submitted. All financial statements must be accompanied by a Letter of Assurance indicating the total amount of bonds that they are willing to execute on the bidder’s behalf and provide a copy of their Power of Attorney.
 - ii. Letter of Assurance from Bonding Company. The Bonding Company must indicate the total amount of bonds that they are willing to execute on the bidder’s behalf and provide a copy of their Power of Attorney.
 - iii. List of the Bidder’s equipment that would be available for the Work.
 - iv. List of key personnel that would be available for the Work.
 - v. Applicable city or state licensing requirements.

BIDDER SPECIAL QUESTIONNAIRE

This special questionnaire is intended to aid in the prequalification for the project. Submission of this questionnaire does not constitute prequalification.

THIS QUESTIONNAIRE IS REQUIRED FOR SUBMISSION WITH THE BID ON THE DATE IDENTIFIED IN THE CONTRACT DOCUMENTS. IF THE SPECIAL QUESTIONNAIRE IS NOT RECEIVED, THE CITY CLERK MAY REJECT THE BIDDER'S BID.

Please complete the information below.

1. BIDDER INFORMATION

BIDDER (Show Complete Legal Name)

STREET ADDRESS

MAILING ADDRESS

CITY STATE ZIP PHONE #

CONTACT PERSON E-MAIL FAX #

CONTRACTOR I.D. NO./FEDERAL TAX I.D. NO.

APPLICATION SUBMITTED BY TITLE

HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT BUSINESS NAME? _____ YEARS

HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF THIS OR ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONSTRUCTION CONTRACT? ☐ YES ☐ NO IF YES, STATE NAME OF INDIVIDUAL, OTHER ORGANIZATION AND REASON THEREFOR: _____

LIST ANY LITIGATION WITH THE OWNERS OF PROJECTS IN THE PAST FIVE YEARS: _____

HAVE YOU EVER FAILED TO QUALIFY OR PREQUALIFY AS A BIDDER? ☐ YES ☐ NO IF YES, WHEN, WHERE AND WHY?

OCAT 00304-1

[Project Name]

Under what other or former names has the bidder operated?

1. _____
2. _____
3. _____

If the bidder is a corporation, provide the following information.

1. Date of incorporation _____
2. State of incorporation _____
3. President's name _____
4. Vice President's name _____
5. Secretary's name _____
6. Treasurer's name _____
7. Do you have a certificate of good standing issued by the Oklahoma Corporation Commission?
YES _____ NO _____ Certificate # _____

If the bidder is a partnership, provide the following information.

1. Date of organization _____
2. Type of partnership _____
3. General partner(s) names _____

If the bidder is individually owned, provide the following information.

1. Date of organization _____
2. Owner's name _____

If the bidder is a joint venture, provide the following information.

1. Primary bidder _____
2. Secondary bidder _____
3. Date of organization _____

2. Current Projects in Progress

Please provide a list of all major construction projects that are in progress by the bidder. The projects listed must have a construction agreement executed between the bidder and the owner. Utilize additional sheets of paper if necessary.

Project No. 1

1. Name of project _____
2. Name of owner _____
3. Contact Name & Phone No. _____
4. Name of Architect/Engineer _____
5. Contract amount _____
6. Were performance/payment bonds required? _____
7. Bonding company _____
8. Percent complete _____
9. Scheduled completion _____
10. Percentage of the cost of work performed with your own forces _____

Project No. 2

1. Name of project _____
2. Name of owner _____
3. Contact Name & Phone No. _____
4. Name of Architect/Engineer _____
5. Contract amount _____
6. Were performance/payment bonds required? _____
7. Bonding company _____
8. Percent complete _____
9. Scheduled completion _____
10. Percentage of the cost of work performed with your own forces _____

OCAT 00304-2

[Project Name]

Project No. 3

1. Name of project _____
2. Name of owner _____
3. Contact Name & Phone No. _____
4. Name of Architect/Engineer _____
5. Contract amount _____
6. Were performance/payment bonds required? _____
7. Bonding company _____
8. Percent complete _____
9. Scheduled completion _____
10. Percentage of the cost of work performed with your own forces _____

List the construction experience and expected availability of the key management and supervisory individuals of the contractor. Resumés may be submitted as a substitution to this list. Utilize additional sheets if necessary.

3. Past Projects

Please provide a list of construction projects of a similar nature to the advertised project that have been completed by the bidder. The projects listed must have a construction agreement executed between the bidder and the owner. Utilize additional sheets of paper if necessary.

Project No. 1

1. Name of project _____
2. Name of owner _____
3. Contact Name & Phone No. _____
4. Name of Architect/Engineer _____
5. Contract amount _____
6. Were performance/payment bonds required? _____
7. Bonding company _____
8. Percent complete _____
9. Scheduled completion _____
10. Percentage of the cost of work performed with your own forces _____

Project No. 2

1. Name of project _____
2. Name of owner _____
3. Contact Name & Phone No. _____
4. Name of Architect/Engineer _____
5. Contract amount _____
6. Were performance/payment bonds required? _____
7. Bonding company _____
8. Percent complete _____
9. Scheduled completion _____
10. Percentage of the cost of work performed with your own forces _____

OCAT 00304-3

[Project Name]

Project No. 3

1. Name of project _____
2. Name of owner _____
3. Contact Name & Phone No. _____
4. Name of Architect/Engineer _____
5. Contract amount _____
6. Were performance/payment bonds required? _____
7. Bonding company _____
8. Percent complete _____
9. Scheduled completion _____
10. Percentage of the cost of work performed with your own forces _____

Provide a list of any sub-contractors and their expertise to be used that may help you to qualify for this project. Utilize additional sheets if necessary.

The bidder hereby agrees that all the information submitted above is true and correct.

This Bid will not be considered unless this form has been fully completed and signed by the Bidder, and notarized, dated and completed by the Notary Public.

Name of Individual, Partnership, Limited Liability Company,
or Corporation herein called Bidder

Signature of Bidder or Authorized Agent

Type or print name and title of person who signed above

STATE OF _____)
COUNTY OF _____) ss.

This instrument was subscribed, acknowledged and sworn to before me this _____ day of _____, 20____, by _____ (type or print the name of person signing above) as the above named Bidder, or Bidder's Authorized Agent.

My Commission No: _____

My Commission expires: _____

Notary Public (Seal)

THIS FORM IS REQUIRED TO BE SUBMITTED WITH THE BIDDER'S BID.

OCAT 00304-4

[Project Name]

EXHIBIT R – CLAIM VOUCHER

INSTRUCTIONS FOR UNIFORM CLAIM VOUCHER AND INVOICE FOR CONSTRUCTION SERVICES

PART 1 - GENERAL

A. WORK INCLUDED

1. All Claim Vouchers and Invoices shall be made on the attached form OCAT 00581-1. Refer to instructions for the completion and submittal of the form.
2. The form may be copied from the Project Manual or obtained from the Trust.

PART 2 - INSTRUCTIONS TO CLAIMANT

- A. Claim Vouchers. All Claim Vouchers and Invoices for construction services must be typewritten or completed legibly in ink.
- B. Submission. Submit one (1) fully completed with signatures, seals and executed Claim Voucher form for each Application for Payment. Please reference work descriptions, project title, project numbers, and airport location on all reimbursement claims and claim support documents. Invoices and applications for payment should be submitted within sixty (60) calendar days of the completion of the invoiced work. Executed and notarized Uniform Claim Voucher affidavit forms must accompany each pay claim. Invoice and affidavit must be addressed to "Oklahoma City Airport Trust," and received by the monthly Trust deadline. All signatures, notaries and seals must be legible on electronic claim forms. Late claims will be held until the next available Trust meeting for processing. Be sure to include all backup documentation as well with claims. Electronic or photocopied claims are acceptable.
- C. Contractor Information. Enter all of the required information in the left and right hand columns except where designated "Trust Use Only".
- D. Amendment/Change Order Summary. List all Amendments and/or Change Orders by number and date and enter the amount of each in the proper column. Enter the total of each column. Enter the net change on the Net Change line and on line 2 in the Contractor's Application for Payment section.
- E. Contractor's Application for Payment/Claim. Enter all of the required information to give a full and true statement of the payments and retainage under your contract to date.
- F. Details for Payment. Supporting detail, as required by your contract and the Trust's Plans and Specifications for the Construction of Public Improvements must be submitted with

the claim. Supporting Detail must be on Contractor's letterhead or have Contractor's name and address.

- G. Contractor's Affidavit. Contractor's Affidavit Form shown on the Claim Voucher must be executed by the Contractor in ink and it must be properly notarized.
- H. Forwarding Claim Voucher. Forward the completed and executed forms to the Consulting Architect or Consulting Engineer for execution of the Supervisor's Certificate for Payment. For projects for which there is no outside Consulting Architect or Consulting Engineer, claims may be forwarded directly to the Oklahoma City Airport Trust at okcatap@okc.gov.
 - 1. Supervisor's Responsibility. The Consulting Architect or Consulting Engineer is responsible for reviewing the Claim Voucher, questioning and correcting any exceptions, executing the Certificate and forwarding the forms to the Oklahoma City Airport Trust at okcatap@okc.gov.
 - 2. Only if electronic submission is unsuccessful, one (1) fully-completed claim with signatures, legible seals, and executed Claim Voucher Affidavit for each application for payment may be submitted by hand delivery, facsimile (405) 316-3309 or mail to Oklahoma City Airport Trust, 7100 Terminal Drive, Box 937, Oklahoma City, OK 73159. Invoice and Affidavit must be received by the monthly Trust deadline. All signatures, notaries and seals must be legible on claim forms. Late claims will be held until the next available Trust meeting for processing. Delay by electronic failure, does not allow for extension of time to due dates for Trust deadlines.

**OKLAHOMA CITY AIRPORT TRUST
UNIFORM CLAIM VOUCHER AND INVOICE FOR
CONSTRUCTION SERVICES FORM**

CONTRACTOR

Name _____

Mailing Address _____

City _____ State _____ Zip _____

Date of Claim: _____

For Services From: _____

To: _____

Payment Application No. _____

Tax ID Number _____

Project No. _____ Title: _____

Location: _____

Supervisory Architectural and/or Engineering Firm: _____

AMENDMENT / CHANGE ORDER SUMMARY

Date Approved Additions	Deletions
+	()
+	()
+	()
+	()
+	()
+	()
TOTAL +	()

Net Change
(Enter Amount Here and on Line 2) \$ _____

CONTRACTOR'S APPLICATION FOR PAYMENT CLAIM

1. Original Contract Sum	\$ _____
2. Net Change	\$ _____
3. Contract Sum to Date (Lines 1 & 2)	\$ _____
4. Total Completed & Stored to Date *	\$ _____
5. Retainage	\$ _____
_____ % of Line 4	\$ _____
6. Total Earned Less Retainage	\$ _____
	(Line 4 less Line 5)
7. Less Previous Payments	\$ _____
8. CURRENT PAYMENT DUE	\$ _____

* Attach supporting detail

**ARCHITECT/ENGINEER or
SUPERVISOR'S CERTIFICATE FOR PAYMENT**

Amount Certified \$ _____
(Attach explanation if amount certified differs from the amount applied for.)

The undersigned Architect, Engineer or supervisory official, of lawful age, being first duly sworn, on oath, certifies that the work for which payment is claimed has been performed, and that such work conforms to the plans and specifications for this project, that the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.

BY: _____

The undersigned Contractor, of lawful age, being first sworn, on oath, says that this invoice or claim is true and correct. Affiant further states that the work, services and/or materials as shown by this invoice or claim have been completed or supplied in accordance with the Bidding Documents, orders or requests furnished the Affiant. Affiant further states that (s)he has made no payment, nor given or agreed to pay or give, directly or indirectly to any elected official, officer or employee of the City of Oklahoma City, or of the Oklahoma City Airport Trust to which this claim or invoice is submitted, or money or any other thing of value to obtain payment of this invoice or procure the contract pursuant to which this Invoice is required.

BY: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

Commission # / Expiration: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

Commission # / Expiration: _____

For Payment: Claim must be signed, notarized and supporting detail attached.

SPACE BELOW FOR CITY/TRUST USE ONLY

ACCOUNT INFORMATION

Fund _____

Agency _____

ORG _____

Activity _____

OBJ _____

Account _____ of _____

CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT
JE DUNN CONSTRUCTION COMPANY

EXHIBIT R

Page 3 of 3

EXHIBIT S – RELEASE

RELEASE FORM

(This Form of Release is to be executed at completion of Agreement.)

KNOW ALL MEN BY THESE PRESENTS:

That JE Dunn Construction Company, (“Construction Manager”), individually and collectively, effective upon receipt of payment of the sum of _____ DOLLARS (\$ _____) for all work performed on the Project described herein do hereby remise, release, and forever discharge the Trust, THE CITY OF OKLAHOMA CITY, and the BANK OF OKLAHOMA, custodians of the construction fund and other funds of the Trust, and any of their successors in office, heirs, executors, and administrators, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, executions, claims and demands whatsoever in law or in equity which against them Construction Manager ever had, now have, or may have by reason of the Hangar 4 Construction Management at Risk Services Agreement entered into by and between the Construction Manager and the Trust dated the 28th day of March, 2024 (“Agreement”), which pertains to the construction, Work, and Services by the Construction Manager for the Trust, including any approved Amendment covered therein including any and all other Work, Services or materials furnished in connection with such Agreement and building and other facilities:

Facility Location: Will Rogers World Airport, Oklahoma City, OK
Project Number: OCAT 2403[Enter Number]
Project Title: Hangar 4 Construction Manager at Risk
Scope of Work: As per the Final Plans and Specifications, Agreement, and any approved Amendment thereto.

Construction Manager individually and collectively hereby certifies that the Construction Manager has made payment in full or will make payment in full within ten (10) calendar days of receipt of final payment to each and every person, firm, partnership, corporation, joint venture and subcontractor, for all labor and material used in the performance of the Agreement.

In the event that each and every person, firm, partnership, corporation, joint venture or subcontractor is not paid in accordance with the Fair Pay for Construction Act, 61 O.S. § 226 or any other applicable provision of law for all work, materials, or labor furnished in connection with the Project, the Construction Manager hereby agrees to indemnify, defend, and hold harmless the City of Oklahoma City and the Trust for any claim, lawsuit or other cause of action as a result of Construction Manager’s failure to fully compensate or pay all monies owed to each and every person, firm, partnership, corporation, joint venture and subcontractor used in the performance of the Agreement.

IN WITNESS WHEREOF, THE Construction Manager has executed this Release on this ____ day of _____, _____.

JE Dunn Construction Company:

BY: _____

ATTEST:

PRINTED NAME: _____

TITLE: _____

SECRETARY

STATE OF _____)
COUNTY OF _____) ss.

Subscribed and sworn to before me this ____ day of _____, _____.

My Commission No: _____

My Commission expires: _____

Notary Public (Seal)

RELEASE FORM

(This Form of Release is to be executed at completion of Agreement.)

KNOW ALL MEN BY THESE PRESENTS:

That _____ ("Subcontractor"), individually and collectively, effective upon receipt of payment of the sum of _____ DOLLARS (\$ _____) for all work performed on the Project do hereby remise, release, and forever discharge the Construction Manager, Trust, THE CITY OF OKLAHOMA CITY, and the BANK OF OKLAHOMA, custodians of the construction fund and other funds of the Trust, and any of their successors in office, heirs, executors, and administrators, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, executions, claims and demands whatsoever in law or in equity which against them that the Subcontractor ever had, now have, or may have by reason of the Hangar 4 Construction Contract entered into by and between the Subcontractor and the Construction Manager dated the _____ ("Contract"), which pertains to the construction, work, and services by the Subcontractor for the Construction Manager, including any approved Amendment covered therein including any and all other construction, work, services or materials furnished in connection with such Contract and building and other facilities:

Facility Location: Will Rogers World Airport, Oklahoma City, OK
Project Number: _____ [Enter Number]
Project Title: [Project Name] Hangar 4 Construction
Scope of Work: As per the Final Plans and Specifications and Contract and any approved Amendment thereto.

Subcontractor individually and collectively hereby certifies that the Subcontractor has made payment in full or will make payment in full within ten (10) calendar days of receipt of final payment to each and every person, firm, partnership, corporation, joint venture and subcontractor, for all labor and material used in the performance of the Contract.

In the event that each and every person, firm, partnership, corporation, joint venture or subcontractor is not paid in accordance with the Fair Pay for Construction Act, 61 O.S. § 226 or any other applicable provision of law for all work, materials, or labor furnished in connection with the project, the Subcontractor hereby agrees to indemnify, defend, and hold harmless the Construction Manager, City of Oklahoma City and the Trust for any claim, lawsuit or other cause of action as a result of Subcontractor's failure to fully compensate or pay all monies owed to each and every person, firm, partnership, corporation, joint venture and subcontractor used in the performance of the Contract.

IN WITNESS WHEREOF, the Subcontractor has executed this Release on this _____ day of _____, _____.

_____;

BY: _____

ATTEST:

PRINTED NAME: _____

TITLE: _____

SECRETARY

STATE OF _____)
) ss.

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, _____.

My Commission No: _____

My Commission expires: _____

Notary Public (Seal)

EXHIBIT T – BUSINESS RELATIONS AFFIDAVIT

CONST Business Relationship Affidavit

Page 1 of 2

BUSINESS RELATIONSHIP AFFIDAVIT

CONSTRUCTION MANAGER MUST COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

The undersigned as Construction Manager or Construction Manager's Authorized Agent, being of lawful age and being first duly sworn on oath, hereby swears, affirms and states that the undersigned has thoroughly read and understands the provisions and terms of this Business Relationship Affidavit and is fully knowledgeable of Construction Manager's and its officers' and directors' business relationships and associations and hereby affirmatively so states that as a part of this Agreement.

The undersigned as Construction Manager or Construction Manager's Authorized Agent further swears, affirms, and states that the Construction Manager does not have any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this sworn statement and has not had any such relationship with the architect, the engineer, or any other party to this project except, if any, as stated on the lines below.

The undersigned as Construction Manager or as Construction Manager's Authorized Agent further swears, affirms, and states that no officer or director of the Construction Manager has a partnership, joint venture, or other business relationship presently in effect and no officer or director of the Construction Manager has had any such relationship within one (1) year prior to the date of this sworn statement with any officer or director of the architectural or engineering firm or other party to this project except, if any, as stated on the lines below.

If Construction Manager or any of its officers or directors has or within the one (1) year prior to the date of this statement has had any such relationships, the Construction Manager or Construction Manager's Authorized Agent must state the names of all persons having such business relationships and the positions they hold or held with the Construction Manager and/or their respective companies or firms on the lines provided below:

(THE CONSTRUCTION MANAGER MUST STATE ANY BUSINESS RELATIONSHIP MEETING THE ABOVE DESCRIPTION ON THE LINES ABOVE, IF NO DISCLOSURE IS MADE ON THE ABOVE LINES THEN CONSTRUCTION MANAGER WILL BE IRREFUTABLY DEEMED TO HAVE STATED AND SWORN UNDER PENALTY OF LAW THAT CONSTRUCTION MANAGER AND ITS OFFICERS OR DIRECTORS HAS NO SUCH RELATIONSHIPS.)

***This form shall be fully signed by the
Construction Manager, and notarized, dated and completed by the Notary Public.***

The undersigned, as Construction Manager or Construction Manager's Authorized Agent, hereby expressly adopts and affirmatively incorporates herein by reference the above recitation as the sworn statement of the Construction Manager and the signatory.

Name of Individual, Partnership, Limited Liability
Company, or Corporation herein called
Construction Manager

Type Name of Authorized Agent

Title of person who signed above

STATE OF)
) ss.
COUNTY OF)

Signed and sworn to or affirmed before me on this: day of ,
20 .

by the above named Construction Manager or
Construction Manager's Authorized Agent.

My Commission expires:
My Commission number Type Name of Notary Public

This Affidavit required for Public Improvement Projects by 61 Oklahoma Statutes 2011 § 108.

**CONSTRUCTION MANAGER MUST COMPLETE, SIGN
AND NOTARIZE THIS DOCUMENT**