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**An Equal Opportunity Employer**

## Todd Steelman

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**From:** David McCully <Dmccully@aw-inc.com>  
**Sent:** Tuesday, January 2, 2024 11:35 AM  
**To:** Todd Steelman  
**Cc:** Dale Hokett; Kim Voyles  
**Subject:** Re: Sara Rd. between SW 29th and SW 15th

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Todd

128.88 LS per day

Thank You  
David

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**From:** Todd Steelman <todd.steelman@allen-contracting.com>  
**Sent:** Tuesday, January 2, 2024 9:56:18 AM  
**To:** David McCully <Dmccully@aw-inc.com>  
**Cc:** Dale Hokett <Dale.Hokett@allen-contracting.com>  
**Subject:** Sara Rd. between SW 29th and SW 15th

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David,  
Can you send me the daily rate for traffic control per our conversation before Christmas. I need to draft a change order for the City of OKC to establish a new line item since we are going to go over contract time and the traffic control line item was 1 LSUM. Thanks.



TODD T. STEELMAN  
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**Allen – OKC Letter: 025**

Chase Rupe  
Construction Project Manager  
City of Oklahoma City  
420 W Main St. 7th Floor  
OKC, OK 73102

**RE: The City of Oklahoma City  
Project No.: PC-0559 & WC-0998  
Sara Rd. From SW 15<sup>th</sup> and SW 29<sup>th</sup>  
Allen Contracting Project No.: 22-021**

**Subject: Proposed Change Order: Mustang Creek HOA Irrigation**

Mr. Rupe,

Allen Contracting, Inc. (Allen) would like to propose the following item for compensation through change order on the referenced project. Due to phasing in the project an existing irrigation systems fell within the City of Oklahoma City Right of Way. The cost below reflects the lump sum to repair the system to a functioning irrigation system.

Description	Qty	Unit	Unit Price	Extension
Repair Mustang Creek HOA Irrigation System	1	LSUM	\$ 34,973.59	\$ 34,973.59

Sincerely,

*[Handwritten signature]*

Todd T. Steelman  
Project Coordinator  
Allen Contracting, Inc.

CC: Todd Cochran (Poe)  
Dale Hokett (Allen)



### SPRINKLER INSTALLATION AND PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of June 2024 by and between **Grooms Irrigation Company**, hereinafter called "Contractor", and **Mustang Creek HOA** hereinafter called "Owner".

In consideration of the mutual agreements and covenants herein set forth, the parties agree as follows:

1. Contractor agrees to install in and upon the property located at Mustang Creek Entrances a sprinkler irrigation system in accordance with standard practices and product specifications and will supply all work and materials therefore.
2. Upon completion, Owner agrees to pay Contractor the total sum of \$30,411.82.
3. Contractor will install the sprinkler system in accordance with local ordinance and plumbing codes.
4. Contractor agrees to warrant all installation, labor, and materials against defective workmanship for a period of one (1) year from the date of completion. Provided, this warranty is voided in its entirety should Owner or any person, other than Contractor, work on, alter, repair, extend, or otherwise modify the system during the warranty period.
5. Contractor agrees to complete the installation within 5 to 6 working days of starting date provided however, the Contractor shall not be responsible for delay due to labor strikes, weather, or any other reason beyond the Contractor's control.
6. Any alteration or deviation from the provisions herein involving extra cost will be executed only after agreement between the parties and will become an extra charge over and above the amount specified in paragraph 2 herein.
7. Contractor shall be responsible for any loss, damage, or injury caused by Contractor during the installation of said sprinkler system.

#### *Notice to Owner*

*You are hereby notified that any person performing labor on your property or furnishing materials for the construction, repair, or improvement of your property will be entitled to file a lien against your property if he is not paid in full, even though you may have paid the full contract price to your contractor. This could result in you paying for labor twice. This lien can be enforced by the sale of your property. To avoid this result, you may demand from your contractor lien waivers from all persons performing labor or furnishing materials for the work on your property. You may withhold payment to the contractor in the amount of any unpaid claims for labor or materials. You also have the right to demand from your contractor a complete list of all laborers and material suppliers under your contract, and the right to determine from them if they have been paid for labor performed and materials furnished.*

IN WITNESS WHEREOF, the parties caused this Agreement to be executed as of the date first herein above written.

Contractor

Owner

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