

RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

THIS RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT ("Release") is entered by and between the City of Oklahoma City and MA+ Architecture, LLC (hereinafter, "Releasors") and Smith Roberts Baldischwiler, LLC (including its alternative entities Smith Roberts Resources, Inc., Smith Roberts Baldischwiler 1, Inc., Smith-Robert, Inc., dba Smith Roberts National and Collaborative Logic, LLC) (hereinafter, "Releasee").

WHEREAS, in consideration of the payment set forth below, Releasors are willing to enter into this Release with Releasee;

WHEREAS, Releasors have made a claim against Releasee pertaining to its work on the City of Oklahoma City Project MP-0577 (Woodson Park New Athletic Complex) (hereafter the "Project"), Claim No. CLEOHS1002 (hereinafter, Subject Claim") attached hereto.

WHEREAS, although Releasee has expressly denied any and all responsibility or liability to Releasors as a result of its work at the Project or the related to the Subject Claim referenced herein, the parties are desirous of compromising their different views, avoiding litigation, and settling their differences by executing this Release.

NOW, THEREFORE, in consideration of the foregoing, it is agreed by Releasor and Releasee as follows:

I. **CONSIDERATION:**

Releasee, through their respective insurance carrier, Hamilton Select Insurance Inc, hereby agrees to pay Releasors a sum of Three Hundred Seventy-Eight Thousand Six Hundred Sixty-Five Dollars and 56/100 (\$378,665.56), as full and final settlement of potential claims against Releasee pertaining to the Subject Project in one check made payable to City of Oklahoma City.

II. SCOPE OF THIS AGREEMENT:

In consideration for the above-described payment, Releasors hereby release and forever discharge Releasee, Hamilton Select Insurance, Inc., and their respective employees, officers, directors, agents, representatives, members, affiliates, successors, assigns, insurance companies and attorneys that are or may be liable for all claims of any kind or character including but not limited to claims of breach of contract, professional negligence, and negligence concerning alleged deficiencies related to a survey conducted by Releasee for the final grading plans at the Project, which the Releasors, individually and collectively, and in all other capacities, now has or under any circumstances could or might have against the Releasee herein relating in any way to the Subject Claim.

RELEASORS FURTHER REPRESENT that no promise or condition not herein specifically set forth has been made to it or its representatives, and that it is fully aware of the terms of this Release and has consulted with its attorneys regarding this Release. Releasors fully warrant that it is authorized in the premises and competent to execute this Release for the purposes set forth herein. The Releasors agree that the payment described herein constitutes the total compensation which will ever be paid to them and all persons whom the Releasors represent by reason of the Subject Claim or claims which have been made or may ever be made against Releasee as it relates to the Subject Claim or the survey for the final grading plans for the Project.

IT IS FURTHER UNDERSTOOD AND AGREED that this Release shall be final and binding upon all parties, their heirs, stockholders, members, successors and assigns of whatever nature and description, and that no claim, be it derivative or otherwise, may ever be made against the parties released with respect to the matters covered by this Release. Releasors further warrant and represent that no portion of such claim has been assigned, subrogated, or otherwise transferred

to any person or legal entity which claims or may claim a legal right thereunder as against the released party. The Releasors hereby agree to reimburse, indemnify, defend, and hold harmless Releasee, for the full amount, including the costs of defending any action, that they may hereafter be required to pay as a result of any such claim by any party or third party that claims an interest in the Subject Claim or the Consideration paid in this Release.

IT IS FURTHER UNDERSTOOD AND AGREED that by entering and agreeing to the terms of this Release, Releasors have considered the risks and alternatives to this settlement. Releasors have consulted with their attorneys. Releasors have not been coerced or forced to settle the claim through economic duress or otherwise but do so voluntarily because they believe the settlement is reasonable. Releasors wish to accept this settlement.

IT IS FURTHER UNDERSTOOD AND AGREED that all disputes arising from this Release will be brought in the District Court of Oklahoma County and that the parties to such disputes are responsible for their own attorney's fees and costs.

FURTHER, the undersigned warrant they are authorized to execute this Release on behalf of the Releasors. This is a material representation of this Release upon which the Releasee relies.

THIS RELEASE contains the entire agreement between the parties hereto and the terms of this Release are contractual and not a mere recital.

THIS RELEASE will be effective upon execution by the last party hereto.

THE UNDERSIGNED HAS CAREFULLY READ THE FOREGOING RELEASE,
understand the contents thereof, and sign the same as a result of their own free and voluntary act.

(CAUTION – READ BEFORE SIGNING)

(signature pages below)

29th **APPROVED** by The City of Oklahoma City of Oklahoma City and signed by its Mayor of this
day of August, 2023.

ATTEST:

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt
Mayor

Reviewed for form and legality.

Craig Keith
Assistant Municipal Counselor
for the City of Oklahoma City

ATTESTATION

STATE OF Oklahoma)
COUNTY OF Oklahoma)

On this 29th day of August, 2023, before me, the undersigned
Notary Public in and for said County and State, personally appeared
David Holt, the Mayor of the City of Oklahoma City
known to me to be the party named herein and whose name is subscribed to the foregoing Release
of all Claims and Settlement Agreement and acknowledged that he executed the same as his free
and voluntary act and deed.

My commission expires: 9/19/24

(SEAL)

Commission No. #22012711

Suzana Saravia
Notary Public

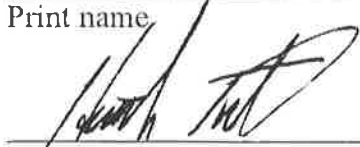


Signed and sealed this 22nd day of AUGUST, 2023.

Authorized Representative for MA+ Architecture, LLC

HEATH TATE

Print name



*Signature of the Authorized Representative for
MA+ Architecture, LLC*

ATTESTATION

STATE OF Oklahoma)

COUNTY OF Oklahoma)

On this 22nd day of August, 2023, before me, the undersigned
Notary Public in and for said County and State, personally appeared
Heath Tate, Authorized Representative of MA+
Architecture, LLC, known to me to be the party named herein and whose name is subscribed to
the foregoing Release of all Claims and Settlement Agreement and acknowledged that he executed
the same as his free and voluntary act and deed.


NOTARY PUBLIC

My commission expires: 07/06/2025

Commission No. 17006218



Signed and sealed this _____ day of _____, 2023.

Authorized Representative for Smith Roberts Baldischwiler, LLC

Marc A. Long

Print name



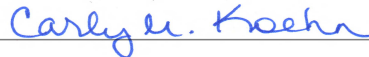
*Signature of the Authorized Representative for
Smith Roberts Baldischwiler, LLC*

ATTESTATION

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

On this 28th day of AUGUST, 2023, before me, the undersigned
Notary Public in and for said County and State, personally appeared
Marc A. Long, Authorized Representative of Smith
Roberts Baldischwiler, LLC, known to me to be the party named herein and whose name is
subscribed to the foregoing Release of all Claims and Settlement Agreement and acknowledged
that he executed the same as his free and voluntary act and deed.



NOTARY PUBLIC

My commission expires: 9-8-2026 (SEAL)

Commission No. 06008810

[END OF RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT]

EXHIBIT
TO
RELEASE OF ALL CLAIMS
AND
SETTLEMENT AGREEMENT
(Claim No. CLEOHS1002)



GENERAL LIABILITY NOTICE OF OCCURRENCE / CLAIM

NMARTIN

DATE (MM/DD/YYYY)

5/26/2023

AGENCY INSURICA 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118	INSURED LOCATION CODE	DATE OF LOSS AND TIME 05/25/2023	AM PM
CONTACT NAME: PHONE (A/C, No, Ext): (405) 523-2100 FAX (A/C, No): (405) 556-2332 E-MAIL ADDRESS: CODE: SUBCODE:	CARRIER CRC Group	NAIC CODE NA	
AGENCY CUSTOMER ID: SMITBAL01C	License # 1017969		
POLICY NUMBER EOHS214383			

INSURED		INSURED'S MAILING ADDRESS 100 NE 5th Street Oklahoma City, OK 73104	
NAME OF INSURED (First, Middle, Last) Smith-Roberts Resources Inc.			
DATE OF BIRTH	FEIN (if applicable)		
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY E-MAIL ADDRESS:	
		SECONDARY E-MAIL ADDRESS:	

CONTACT		CONTACT INSURED	
NAME OF CONTACT (First, Middle, Last) Marc Long		CONTACT'S MAILING ADDRESS 100 NE 5th Street Oklahoma City, OK 73104	
PRIMARY PHONE # <input type="checkbox"/> HOME <input checked="" type="checkbox"/> BUS <input type="checkbox"/> CELL (405) 840-7094	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input checked="" type="checkbox"/> CELL (405) 397-3718	PRIMARY E-MAIL ADDRESS: marc.long@srbok.com	
WHEN TO CONTACT		SECONDARY E-MAIL ADDRESS:	

OCCURRENCE	
LOCATION OF OCCURRENCE STREET: CITY, STATE, ZIP: COUNTRY:	POLICE OR FIRE DEPARTMENT CONTACTED REPORT NUMBER
DESCRIBE LOCATION OF OCCURRENCE IF NOT AT SPECIFIC STREET ADDRESS: Oklahoma City, Oklahoma	
DESCRIPTION OF OCCURRENCE (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Potential Claim for Design Liability	
From Insured: Attached is a summary of the potential claim and a letter that outlined the position that our client and the City of OKC has on the matter. The third document is a draft Change Order to the contractor that has been developed by the City of OKC for SRB and our client (MA+ architecture) to consider. We need to notify the carrier and move to having representation in order to respond to the City. We are not agreeing with this without first being able to provide our facts and filing notice for the claim and gaining representation. The insured has advised his counsel and his email was included in Marc's email to me below dale@cazestaxlaw.com. There has been SEE ATTACHED ACORD 101.	

TYPE OF LIABILITY	
PREMISES: INSURED IS OWNER'S NAME & ADDRESS (If not Insured)	TYPE OF PREMISES PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL PRIMARY E-MAIL ADDRESS: SECONDARY E-MAIL ADDRESS:
PRODUCTS: INSURED IS MANUFACTURER'S NAME & ADDRESS (If not Insured)	TYPE OF PRODUCT PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL PRIMARY E-MAIL ADDRESS: SECONDARY E-MAIL ADDRESS:
WHERE CAN PRODUCT BE SEEN?	

INJURED / PROPERTY DAMAGEDAGENCY CUSTOMER ID: **SMITBAL01C****NMARTIN**

NAME & ADDRESS (Injured/Owner)			EMPLOYER'S NAME & ADDRESS		
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL			SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL		
PRIMARY E-MAIL ADDRESS:			PRIMARY E-MAIL ADDRESS:		
SECONDARY E-MAIL ADDRESS:			SECONDARY E-MAIL ADDRESS:		
AGE	SEX	OCCUPATION	DESCRIBE INJURY		
WHERE TAKEN			WHAT WAS INJURED DOING?		
DESCRIBE PROPERTY (Type, model, etc.)			ESTIMATE AMOUNT	WHERE CAN PROPERTY BE SEEN?	

WITNESSES

NAME AND ADDRESS	PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL
	PRIMARY E-MAIL ADDRESS:	
	SECONDARY E-MAIL ADDRESS:	
NAME AND ADDRESS	PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL
	PRIMARY E-MAIL ADDRESS:	
	SECONDARY E-MAIL ADDRESS:	
NAME AND ADDRESS	PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL
	PRIMARY E-MAIL ADDRESS:	
	SECONDARY E-MAIL ADDRESS:	

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REPORTED BY Marc Long	REPORTED TO Michele Lucus
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APPLICABLE IN ALABAMA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

APPLICABLE IN ALASKA

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

APPLICABLE IN ARIZONA

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**APPLICABLE IN ARKANSAS, DELAWARE, KENTUCKY, LOUISIANA, MAINE, MICHIGAN, NEW JERSEY,
NEW MEXICO, NEW YORK, NORTH DAKOTA, PENNSYLVANIA, RHODE ISLAND, SOUTH DAKOTA,
TENNESSEE, TEXAS, VIRGINIA, AND WEST VIRGINIA**

Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and [NY: substantial] civil penalties. In LA, ME, TN, and VA, insurance benefits may also be denied.

APPLICABLE IN CALIFORNIA

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA

Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA

Pursuant to S. 817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive any insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains any false, incomplete, or misleading information concerning any fact or thing material to the claim commits a felony of the third degree, punishable as provided in S. 775.082, S. 775.083, or S. 775.084, Florida Statutes.

APPLICABLE IN HAWAII

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

APPLICABLE IN IDAHO

Any person who knowingly and with the intent to injure, defraud, or deceive any insurance company files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN INDIANA

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

APPLICABLE IN KANSAS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN MARYLAND

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN MINNESOTA

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN NEVADA

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

APPLICABLE IN NEW HAMPSHIRE

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA

WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN WASHINGTON

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

AGENCY CUSTOMER ID: **SMITBAL01C****NMARTIN**

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY INSURICA		License # 1017969	NAMED INSURED Smith-Roberts Resources Inc. 100 NE 5th Street Oklahoma City, OK 73104
POLICY NUMBER			
CARRIER CRC Group	NAJC CODE NA	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 3 FORM TITLE: GENERAL LIABILITY NOTICE OF OCCURRENCE/CLAIM

Occurrence Description::
a lot of back and forth with Smith Roberts and the City of OKC.

Contact Person:
Marc Long, marc.long@srbok.com, cel # (405) 397-3718



Gary L. Armbruster · AIA, ALEP, Partner
Heath Tate · AIA, Partner
Marcia A. Gallant · AIA, Senior Associate
Justin Mitchell · AIA, Associate
Cathy Lynch · Associate AIA, Associate
Mark Kasulis · AIA, Associate
Trisha Murray · AIA, Associate

May 11, 2023

Honorable Mayor and City Council
City of Oklahoma City
200 North Walker
Oklahoma City, Oklahoma 73103

Re: Change Order No. 4
Project No. MP-0577
City of OKC Woodson Park Complex
Woodson Park, Ward 6

Honorable Mayor and Council:

I. SCOPE

The scope of Change Order No. 4 provides for the following revisions: Additional grading necessary on site.

Change Order No. 4 adds one (1) new pay item to the contract.

II. JUSTIFICATION

This Change Order No. 4 adds the pay item below and is necessary to formally incorporate the recommended scope of work modifications into the Construction Contract. Detailed information on the item is included in the item description below.

Item No. 1 – COR 09 Additional Grading: Due to an error in the survey received during design, the originally bid grading plans required adjustments in many areas. After much coordination with all parties involved, this has resulted in a Change Order Request of \$378,665.56. The survey was acquired through the Project Consultant's (MA+ Architecture) Subconsultant (Smith Roberts Baldischwiler). The cost incurred is the responsibility of the Subconsultant.

Smith Roberts Baldischwiler agrees to participate in Project MP-0577, Woodson Park Complex, through the funding of additional site improvements as reimbursement and as full settlement of any potential claim related to survey and grade at Woodson Park Complex. Smith Roberts Baldischwiler agrees to pay and/or cause to be paid, within thirty days of approval of this Change Order by the City, the sum of \$378,665.56 and the City agrees to reimburse and deposit such sum in the 2017 General Obligation Proposition No. 5, Parks and Recreational Facilities, Unlisted Fund.

III. COST ESTIMATE

CHANGE ORDER NO. 3

ADDITIONS

Item	Description	Unit	Unit Price	Plan Quantity	Revised Quantity	Quantity Increase	Cost Increase
1	COR 09: Additional Grading	LS	\$ 378,665.56	0	1	1	\$ 378,665.56

Total Change Order No. 4 Increase \$ 378,665.56

IV. COST SUMMARY

Original Contract Amount	\$12,012,000.00
Change Order No. 1	\$197,951.93 (1.65% increase)
Change Order No. 2	\$69,915.45 (0.58% increase)
Change Order No. 3	\$52,595.30 (0.44% increase)
Change Order No. 4	\$378,665.56 (3.15% increase)
Revised Contract Amount	\$12,711,128.24

The total cost for Change Order No. 1, Change Order No. 2, Change Order No. 3, and Change Order No. 4 is an increase of \$699,128.24 or 5.82 percent above the original contract amount. The revised contract amount is \$12,711,128.24.

V. CONTRACT TIME

The original contract called for 487 calendar days. An additional 60 calendar days are added to the contract to account for delays due to COR 09 and an additional 6 calendar days are added to the contract with Change Order No. 4 to account for delays due to unworkable conditions from weather. The total contract duration is now 553 calendar days.

The above and foregoing is hereby accepted this _____ day of _____, 20____; and the undersigned agrees to perform the work at the price indicated.

ATTEST:

Witness

Contractor
Wynn Construction Co., Inc.

The prices for Change Order No. 4 were established through negotiation and appear to be fair and reasonable. The Architect of Record recommends approval of the Change Order.

Heath Tate, AIA
Principal / Architect
MA+ Architecture

Approval is recommended this _____ day of _____, 20____.

Melinda McMillan-Miller CPRP
Director, Parks and Recreation Department

Eric J. Wenger, P.E., City Engineer

APPROVED by the Council and signed by the Mayor of the City of Oklahoma City this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor

Reviewed for form and legality.

Assistant Municipal Counselor

AGENDA

MP-0577 OKLAHOMA CITY WOODSON PARK COMPLEX

CLIENT: MA+

POC: MARK KASULIS, AIA /HEATH TATE, AIA

OKC PROJECT MANAGER: CHRISTY WALL, PUBLIC WORKS

OKC PARKS: BRANDON BOYDSTUN

CONTRACTOR: WYNN CONSTRUCTION COMPANY

SRB: GARY NOLAND, P.E.

SRB: TAYLOR DENNISTON, PLS

- 1. Overview of the project issue with earthwork and survey – Marc Long/Gary Noland/Taylor Denniston**
- 2. Discuss the RFI from Wynn and SRB responses to date**
- 3. Discuss the potential Change order cost**
- 4. Discuss the potential Professional Liability Claim against SRB for the design issue and process**
- 5. Next steps**

AGENDA

MP-0577 OKLAHOMA CITY WOODSON PARK COMPLEX

CLIENT: MA+

POC: MARK KASULIS, AIA /HEATH TATE, AIA

OKC PROJECT MANAGER: CHRISTY WALL, PUBLIC WORKS

OKC PARKS: BRANDON BOYDSTUN

CONTRACTOR:WYNN CONSTRUCTION COMPANY

SRB: GARY NOLAND, P.E.

SRB: TAYLOR DENNISTON, PLS

- 1. Overview of the project issue with earthwork and survey – Marc Long/Gary Noland/Taylor Denniston**
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- 5. Next steps**



Gary L. Ambruster, AIA · Principal/Partner
Heath Tate, AIA · Principal/Partner
Marcia A. Gallant, AIA · Senior Associate
Justin Mitchell, AIA · Associate
Cathy Lynch · Associate
Mark Kasulis, AIA · Associate
Trisha Rawlings · Associate
Candice Leinneweber, AIA · Associate

April 19, 2023

Chad Meisenburg
The City of Oklahoma City
Department of Public Works
420 W. Main St. 7th Floor
OKC, OK 73102

RE: MP-0577 Woodson Park Complex

Dear Mr. Meisenburg,

During construction on the City of Oklahoma City project MP-0577 Woodson Park Complex, it was discovered that due to an error in the survey received during design, the originally bid grading plans required adjustments in many areas. After much coordination with all parties involved, this has resulted in a Change Order Request of \$378,665.56. The survey was acquired through the Project Consultant's (MA+ Architecture) Subconsultant (Smith Roberts Baldischwiler). The cost incurred is the responsibility of the Subconsultant.

The Change Order amount received will be submitted as a claim through the Subconsultant's insurance company. To proceed with the project and due to the Project's Contractual relationships, all parties have agreed that a Change Order in the amount of \$378,665.56 will be issued for the Project and funded for by the City of Oklahoma City. Once the insurance claim process is completed, the Subconsultant has agreed to, and will, refund the City of Oklahoma City for this Change Order amount.

A handwritten signature in black ink, appearing to read 'Heath Tate', written over a horizontal line.

Heath Tate, AIA
Principal Architect

Oklahoma City

4000 Classen Blvd., Suite 100N
Oklahoma City, OK 73118

Norman

110 N. Mercedes Dr., Suite 200
Norman, OK 73069

Weatherford

310 N State St., Suite 2
Weatherford, OK 73096

WOODSON PARK POTENTIAL CLAIM

MP-0577 OKLAHOMA CITY WOODSON PARK COMPLEX

CLIENT: MA+

POC: MARK KASULIS, AIA /HEATH TATE, AIA

OKC PROJECT MANAGER: CHRISTY WALL, PUBLIC WORKS

OKC PARKS: BRANDON BOYDSTUN

CONTRACTOR: WYNN CONSTRUCTION COMPANY

SRB: GARY NOLAND, P.E.

SRB: TAYLOR DENNISTON, PLS

SUBCONSULTANT: CENTRAL MAPPING SOLUTIONS; RICHARD SHAVER

SRB CONTRACT VALUE: \$186,100

SRB SIGNED AN AIA CONTRACT WITH OUR CONTRACT AS A SCOPE AND FEE ATTACHMENT

POTENTIAL CONTRACTOR CLAIM AMOUNT: \$300,000

NEED: LIBRARY L: WOODSON PARK CLAIM

1. COPY OF CONTRACT MA+
2. COPY OF THE CONTRACT WITH CENTRAL MAPPING SOLUTIONS
3. SET PLANS
4. REVISED PLANS OR DOCUMENTS/CORRESPONDANCE / EMAILS RELATED TO THE POTENTIAL CLAIM
5. NEED THE INSPECTION REPORTS

NARRATIVE OF WHAT HAPPENED:

1. SRB PROVIDED A CONVENTIONAL TOPO DESIGN READY SURVEY- REJECTED AS TOO HIGH
2. SRB PROVIDED A MAPPING OPTION AND DEVELOPING A SURFACE FROM CENTRAL
3. OCTOBER 31, 2022 NOTIFIED THAT THERE WAS A PROBLEM WITH THE SURFACE AND GRADING
4. SRB SENT OUT A CREW TO PERFORM A SURVEY OF WORK IN PROGRESS / EXISTING GROUND HAD BEEN DISTURBED
5. GARY TOOK THE ORIGINAL SURFACE AND THE NEW SURVEY AND DID A RE-DESIGN AT BEGINNING OF NOVEMBER
6. THIS WAS TO MINIMIZE THE AMOUNT OF PROPOSED IMPORTED DIRT MATERIAL. WYNN CLAIMED IT WAS \$1,000,000 IN DIRT
7. WYNN WORKED ON THE EAST SIDE WHILE GARY RE-DESIGNED THE WEST SIDE
8. SW FIELD ON EAST SIDE WAS CHANGED TO BEFORE WYNN WORKED IN THAT AREA.
9. WYNN PROVIDED AMOUNT OF CY OF ADDITIONAL GRADING – 16,000 CY
10. WYNN IS STILL PROVIDING BACKUP BUT THEY HAVE PROVIDED A FORMAL CHANGE ORDER.
11. GRADING PLAN WAS BASED ON A SURVEY AND SURFACE THAT WAS TOO HIGH VERSUS THE ACTUAL GROUND.
12. ERROR IN DESIGN CREATED A SITUATION WHERE THE ELEVATION PROBLEM LED TO THE WYNN DIRT ESTIMATE WAS LOW
13. NET VOLUME OF THE ERROR IS APPROX 5000 CY OF CUT /REVISED NET VOLUME OF 3400 CY

