




Timeline of Events


 May 1, 2013 -Met with Jan Harrison to discuss best procedure for moving forward with renovations.

 May 2, 2013-Jan meets with DCS/OMES and sends me an email regarding their recommendation. DCS/OMES suggested at least 3 bids and recommended getting bids from CMS, Manhattan, and one other.

3. After a few more meetings with OMES/DCS the House requested a list of qualified contractors from OMES/DCS, emphasizing a preference for Oklahoma based contractors that had previous Capitol experience. On May 28, 2013, a list of 7 names is provided.


 Speaker Shannon asks 3 members: Mark McBride, Jason Murphy, and Harold Wright, to be in charge of the interview/selection process. From the list, the members select 3 Oklahoma based companies with Capitol experience are selected for interviews: CMS, Flintco, and Manhattan.

5. All 3 companies were contacted and asked to give a presentation to the member to explain why they should be selected as the House contractor.

 In the interviews, CMS Willowbrook told the members that they would need 2.6m to complete the work, per their previous bid. Their original bid called for CMS to receive 6.5% of the total project as compensation on top of the architect receiving 8% of the total cost of the project.

7. Flintco stated that they would do the project for 3.5% of the total project (later amended via email to 3%) on top of the architect receiving 8% of the total cost of the project.

8. Manahattan said that they would complete the project for 3% of the total project. Further, they said they would act as the design builder and would negotiate the architect fee and break the project into several pieces to have each open bid for greater savings.

 Immediately following the interviews, the 3 members unanimously selected Manhattan.



**Proposed House of Representative
Remodel of 2nd Floor Offices, Stairs,
1st Floor Committee - West Wing
Cost Estimate Analysis
Project # G80
April 4, 2013**

A. 2nd Floor Office Remodel and New Stairs (12,560 SF x \$172/SF)	\$2,160,000.00
B. 1st Floor Committee Room (870 SF x \$85/SF)	\$74,000.00
C. Total Construction (A + B)*	\$2,234,000.00
D. Furniture, Fixtures and Equipment for Offices (10% of A)	\$216,000.00
E. Furniture, Fixtures and Equipment for Committee Room (20% of B)	\$15,000.00
F. Architectural & Engineering Fees (8% of C)	\$178,720.00
G. Total Project Budget (C + D + E + F)	\$2,643,720.00

* Total Construction cost includes Construction Managers fee and Design/ Estimating Contingency.



Rick Rose

From: Jan Harrison
Sent: Thursday, May 02, 2013 4:11 PM
To: Rick Rose
Cc: Joel Kintsel
Subject: FW: Frontends
Attachments: DCAM-CAP Project Manual.Doc

Rick,

I met with Doug Kellogg with DCS/OMES today regarding getting an RFP together. He and I called Mike Jones and Mike was helpful. Mike suggested that I call Katie with Meyer Architects to begin the process and have them give us a Scope of Work. Katie will get something together for us hopefully by Tuesday. Mike also forwarded the attached form which they refer to as Front End Specifications.

Hopefully with this information we will be able to get something together to put this out to bid. Mike suggests getting at least three bids... CMS Willowbrook, Manhattan and he is going to get back with me on the third. He was going to give some thought to who he thought would be good for a project of this size. He seemed like he would be very helpful in this. Doug gave me the name of a contact at Manhattan (Kyle Nelson) and also said that he likes working with Manhattan.

This is all I have for you at this point.

Thank you,
Jan

Jan Harrison
Clerk of the House
Oklahoma House of Representatives
Chief Clerk's Office
2300 N. Lincoln Boulevard, Room 109
Oklahoma City, OK 73105
405-557-7303

From: Mike Jones [<mailto:Mike.Jones@omes.ok.gov>]
Sent: Thursday, May 02, 2013 4:01 PM
To: Jan Harrison
Subject: Frontends

Per our conversation, see attached. If you have any questions, please contact me.

Mike Jones
Deputy Administrator
DCAM/CAP
521-3171

Jan Harrison

From: Katie Byers <Katie@meyerarch.com>
Sent: Thursday, May 02, 2013 4:33 PM
To: Jan Harrison
Subject: RFP Information for remodel

Jan,

I called and talked to Mike Jones concerning the RFP that you are wanting to put out on the remodel jobs. The RFP will consist of a full set of plans and specifications that contractors can use to put together a price for doing the construction work.

Timeline: If we continue working today, the soonest we can have these put together and ready to distribute to the contractors for pricing will be June 1, 2013. Mike said that we can use a shortened period of time to have the contractors put pricing together. We can have a bid opening approximately 1 or 2 weeks later where we open the pricing (publicly or in private) and evaluate and select the contractor for the job.

Contractors: Mike and I feel that CMS Willowbrook and Manhattan Construction are the only two companies that could confidently complete this work in the short time period we have allotted. Both companies have also done significant work in the capitol and know how the construction process works. This will benefit everyone with the time schedule we are trying to meet.

I will put together a written scope that describes the work to send out to both contractors next week. This will give them an idea of what the project will entail and they can begin to prepare pricing. The letter will spell out the construction timeline and when we propose to have the plans and specifications ready. We will then distribute the plans and specifications when they are complete and complete the process to selecting the contractor as stated above.

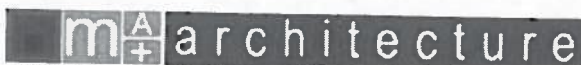
This job will become a traditional General Contractor job if we follow the above guidelines. We will not work with a specific company while creating the drawings and we will not be able to do any work prior to the drawings being complete, such as pre-demolition of the 2nd floor to get a head start on the deadline.

Please let me know if you have any questions regarding the above information or how this will work. I would like to make some pre-set meetings to discuss the layouts of the spaces and the finishes so we can stay on track and hit the June 1 date as close as possible. If you can let me know which weeks/ days of the week are best for you so we can decide on some dates I would appreciate it.

Thanks,

katie byers, IIDA

DIRECTOR OF INTERIOR DESIGN / ASSOCIATE
NCIDQ CERTIFICATE NO: 022854

 m+ architecture

4000 Classen Center Suite 100 N

Jan Harrison

From: Rick Rose
Sent: Wednesday, May 15, 2013 1:37 PM
To: Jan Harrison
Subject: Re: Meeting

Ok

Sent from my iPhone

On May 15, 2013, at 1:36 PM, "Jan Harrison" <harrisonja@okhouse.gov> wrote:



Rick,

Please see response below from Mike Jones. He says he will be bringing Michelle Day with him. To start I will preface my comment with my total ignorance with the construction process. Paul Meyer with Meyer Architects called me today to discuss some things and he asked me if Michelle Day would be drafting a contract with the House and his firm. I know I don't understand but why would she be involved in a contract between the House and an architecture firm?

Let's talk before we meet with them.

Thank you,
Jan

Jan Harrison
Clerk of the House
Oklahoma House of Representatives
Chief Clerk's Office
2300 N. Lincoln Boulevard, Room 109
Oklahoma City, OK 73105
405-557-7303

From: Mike Jones [<mailto:Mike.Jones@omes.ok.gov>]
Sent: Wednesday, May 15, 2013 1:17 PM
To: Jan Harrison
Subject: RE: Meeting

Jan,

Sounds good to me. I will invite my Administrator, Michelle Day and see you at 2:00 on Friday.

Mike Jones
Deputy Administrator
OMES/DCAM/CAP
405 521-3171

From: Jan Harrison [<mailto:harrisonja@okhouse.gov>]
Sent: Wednesday, May 15, 2013 11:33 AM
To: Mike Jones
Subject: RE: Meeting

Mike,

Would you like to come meet with Rick Rose and me this Friday at 2:00? My office is located in Room 109 which is next to the Art Gallery located on the first floor of the capitol. I am in the Chief Clerk's Office.

Thank you,

Jan

Jan Harrison
Clerk of the House
Oklahoma House of Representatives
Chief Clerk's Office
2300 N. Lincoln Boulevard, Room 109
Oklahoma City, OK 73105
405-557-7303

From: Mike Jones [<mailto:Mike.Jones@omes.ok.gov>]
Sent: Wednesday, May 15, 2013 7:39 AM
To: Jan Harrison
Subject: RE: Meeting

Anytime Friday afternoon is good for me.

Thanks
Mike Jones

From: Jan Harrison [<mailto:harrisonja@okhouse.gov>]
Sent: Tuesday, May 14, 2013 5:19 PM
To: Mike Jones
Cc: Rick Rose
Subject: Meeting

Mike,

I have spoken with Rick Rose, the Chief of Staff, and he would like to meet with you this Friday if that works with your schedule. Please let me know if this works with your schedule.

Thank you,
Jan

Jan Harrison
Clerk of the House
Oklahoma House of Representatives
Chief Clerk's Office
2300 N. Lincoln Boulevard, Room 109
Oklahoma City, OK 73105
405-557-7303

From: Mike Jones [<mailto:Mike.Jones@omes.ok.gov>]
Sent: Tuesday, May 14, 2013 4:23 PM
To: Jan Harrison; katie@meyerarch.com
Subject: RE: emails

OK, no problem. How may I assist you?

Mike Jones
Deputy Administrator
OMES/DCAM/CAP
405 521-3171

From: Jan Harrison [<mailto:harrisonja@okhouse.gov>]
Sent: Tuesday, May 14, 2013 4:02 PM
To: Mike Jones; katie@meyerarch.com
Subject: emails

Mike,

I just talked to Katie Byers and she said that you had emailed me but hadn't heard back from me. I did a search of my email and the last email I received from you was on May 2 and it shows that I responded to you. I am so sorry. I know that Katie has had trouble getting emails through to me. Katie just forwarded the email to me so I will check it out.

Any time in the future if you email me and I don't respond, please call me because I always respond to any emails or phone calls which I receive. It may be the next day but usually not if I can help it.

Thank you,
Jan Harrison

Jan Harrison
Clerk of the House
Oklahoma House of Representatives
Chief Clerk's Office
2300 N. Lincoln Boulevard, Room 109
Oklahoma City, OK 73105
405-557-7303

NOTICE: The information in this email is confidential, legally privileged, and exempt from disclosure under law. It is intended solely for the addressee. Access to this email by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it, is prohibited and unlawful. The Oklahoma House of Reps does not warrant any e-mail transmission received as being virus free, and disclaims any liability for losses or damages arising from the use of this e-mail or its attachments. Recipients of e-mail assume the risk of possible computer virus exposure by opening or utilizing the e-mail and its attachments, and waive any right or recourse against the House by doing so.



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties Department**

**Unofficial List of
Registered Construction Managers
(selected by A305CMBV Rec'd Date
Criteria)**

Report Date: 05/20/2013

**A305CMBV
Rec'd Date:**

A.C. Owen Construction, LLC	Edmond, OK	08/06/2012
Anderson & House, Inc.	Oklahoma City, OK	10/10/2012
Atlas General Contractors, LLC	Bixby, OK	01/14/2013
Austin Commercial, LP	Dallas, TX	07/09/2012
Barbour & Short, Inc. & Subsidiary	Norman, OK	02/14/2013
Beshears Construction, Inc.	Fort Smith, AR	04/10/2013
BNJ Builders, LLC	Oklahoma City, OK	05/21/2012
Brewer Construction Co of East OK	Chouteau, OK	10/02/2012
Bronze Oak, L.L.C.	Bixby, OK	03/07/2013
C3 Construction, Inc.	Ada, OK	04/04/2013
CDI Contractors, LLC	Little Rock, AR	03/08/2013
Centennial Contractors Enterprises, Inc.	Stillwater, OK	09/11/2012
Clark Construction	Oklahoma City, OK	06/26/2012
Clark/Timberlake	Oklahoma City, OK	06/05/2012
CMS Willowbrook, Inc.	Chickasha, OK	10/19/2012
Collegiate Builders, LLC	Houston, TX	08/07/2012
Cowen Construction	Tulsa, OK	03/25/2013
Crossland Construction Co.	Tulsa, OK	06/05/2012
D.C. Bass & Sons Construction Co,	Enid, OK	10/02/2012
Dillon Construction Company	Duncan, OK	06/28/2012
Fenix Constructors, Inc.	Ardmore, OK	01/14/2013
Flintco, LLC	Tulsa, OK	12/28/2012
Fuller Miller Construction LLC	Oklahoma City, OK	01/29/2013
Gail Armstrong Construction, Inc.	Norman, OK	08/28/2012
Harrison, Walker, & Harper, LP	Paris, TX	06/05/2012

Report Date: 05/20/2013

A305CMBV

Rec'd Date:

Ponca City, OK 02/14/2013

Hembree & Hodgson Construction, LLC	Oklahoma City, OK	10/19/2012
Hensel Phelps Construction Company	Enid, OK	08/14/2012
Henson Construction Co.	Stillwater, OK	06/11/2012
Heritage Construction Company	Midwest City, OK	04/18/2013
HGL Construction Inc.	Kansas City, MO	07/17/2012
J. E. Dunn Construction Company	Oklahoma City, OK	06/14/2012
J. L. Walker Construction	Oklahoma City, OK	07/17/2012
J.E. Dunn Construction	Tulsa, OK	05/06/2013
Jim Butler Construction Co., Inc.	Elk City, OK	12/03/2012
Joe D. Hall General Contractors LLC	Tulsa, OK	12/28/2012
Key Construction Oklahoma, LLC	Ardmore, OK	05/07/2013
Kornhaas Construction, Inc.	Norman, OK	05/02/2013
Korte Construction Company	Tuttle, OK	03/07/2013
Laird Holdings Limited DBA: Laird Construction Ser	Stillwater, OK	06/11/2012
Lambert Construction Company	Boswell, OK	05/08/2013
Larry Finch Building Corp	Jenks, OK	06/05/2012
LD Kerns Contractors, Inc.	Oklahoma City, OK	07/16/2012
Lippert Brothers Inc.	Sherman, TX	05/20/2013
Lloyd Plyler Construction	Tulsa, OK	10/08/2012
Lowry & Hemphill Construction Co., Inc.	Oklahoma City, OK	08/07/2012
M.A. Wells Construction Company, Inc	Ada, OK	01/14/2013
MacHill Construction Company, Inc.	Ada, OK	01/14/2013
MacHill Construction Management, LLC	Oklahoma City, OK	03/21/2013
Manhattan Construction Co.	Jenks, OK	09/17/2012
Maska Builders, LLC	Bartlesville, OK	02/05/2013
McAnaw Construction Company	Mead, OK	03/08/2013
Mid-Plains Construction, Inc.	Springdale, AR	02/05/2013
Milestone Construction Company		

Report Date: 05/20/2013

A305CMBV

Rec'd Date:

Tulsa, OK 02/19/2013

Nabholz Construction Corp.	Oklahoma City, OK	08/28/2012
Nabholz Construction Serv. (OKC)	Tulsa, OK	12/28/2013
Oakridge Builders, Inc.	Tulsa, OK	06/11/2012
Pardee Construction, LLC	Denison, TX	07/12/2012
Piazza Construction Ltd.	Oklahoma City, OK	11/29/2012
Pope Contracting, Inc.	Edmond, OK	03/07/2013
Red Sky Constructors, LLC	Sulphur, OK	03/13/2013
RFD Construction Ltd	Tulsa, OK	05/08/2013
Rick Scott Construction, Inc.	Lawton, OK	04/03/2013
Ryan Herring Construction, Inc.	Oklahoma City, OK	11/28/2012
SAIC Constructors, LLC (formerly Benham Constructo	Pryor, OK	07/26/2012
Schilt Management Services, Inc.	Ft. Worth, TX	11/09/2012
SEDALCO Construction Services	Oklahoma City, OK	05/07/2013
Sexton Construction, LLC	Edmond, OK	12/10/2012
Silvercliffe Construction	Cordova, TN	05/07/2013
Smith-Doyle Contractors, Inc.	Ponca City, OK	08/14/2012
Sooner CC of North Central OK	Fort Gibson, OK	04/18/2013
Sooner Construction Management Servi	Oklahoma City, OK	10/19/2012
The Boldt Company	Tulsa, OK	06/14/2012
The Ross Group Construction Corp.	Oklahoma City, OK	06/05/2012
Timberlake Construction Co., Inc.	Tulsa, OK	03/07/2013
Trigon Gen'l Cont. & Const. Mgrs Inc	Oklahoma City, OK	11/29/2012
Waldrop Construction, Inc.	Amarillo, TX	08/15/2012
Wiley Hicks, Jr., Inc.	Muskogee, OK	03/13/2013
Williams Contracting, Inc		

Jan Harrison

From: Rick Rose
Sent: Wednesday, May 22, 2013 12:32 PM
To: Jan Harrison
Subject: Re: CM List 20130520

Thx


Sent from my iPhone

On May 22, 2013, at 12:09 PM, "Jan Harrison" <harrisonja@okhouse.gov> wrote:

Rick,

Here is a narrowed down list from Mike Jones with OMES.

Jan

 **Jan Harrison**
Clerk of the House
Oklahoma House of Representatives
Chief Clerk's Office
2300 N. Lincoln Boulevard, Room 109
Oklahoma City, OK 73105
405-557-7303

From: Mike Jones [<mailto:Mike.Jones@omes.ok.gov>]
Sent: Wednesday, May 22, 2013 11:52 AM
To: Jan Harrison
Subject: RE: CM List 20130520

Jan,

From the list, these are the companies I would recommend for the Capitol project:

- 1) Anderson & House, Inc
- 2) Atlas General Contractors
- 3) CMS Willowbrook, Inc.
- 4) Flintco, LLC
- 5) Fuller Miller Construction
- 6) Manhattan Construction Co.
- 7) JE Dunn (This is a well known large company, but they have not had any contracts through this office)

If I can be of further assistance, please let me know.

Mike Jones



State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties Department

Official List of
Registered Construction Managers
(selected by A305CMBV Recv'd Date
Criteria)

Report Date: 05/28/2013	
Anderson & House, Inc.	Office Phone: (405) 232-1188 Fax Phone: (405) 232-3061 cwilson@ahinc.net A305CMBV Renewal Date: 10/10/2012
1627 W. Main Oklahoma City, OK 73106	
Atlas General Contractors, LLC	Office Phone: (918) 369-3910 Fax Phone: (918) 369-3962 mowen@atlasgc.com A305CMBV Renewal Date: 01/14/2013
8218 E. 121st St. Bixby, OK 74008	
CMS Willowbrook, Inc.	Office Phone: (405) 224-1554 Fax Phone: (405) 224-5995 cary.dehart@cmswillowbrook.com A305CMBV Renewal Date: 10/19/2012
P. O. Box 807 Chickasha, OK 73023	
Flintco, LLC	Office Phone: (918) 587-8451 Fax Phone: (918) 599-7527 mgrimes@flintco.com A305CMBV Renewal Date: 12/28/2012
1624 W. 21st Street Tulsa, OK 74104	
Fuller Miller Construction LLC	Office Phone: (405) 619-1905 Fax Phone: (405) 619-0932 cfuller@fullermiller.com A305CMBV Renewal Date: 01/29/2013
P. O. Box 890729 Oklahoma City, OK 73189	
J.E. Dunn Construction	Office Phone: (405) 302-4500 Fax Phone: (405) 302-4501 john.thompson@jedunn.com A305CMBV Renewal Date: 07/17/2012
10900 Hefner Point Drive, Suite 305 Oklahoma City, OK 73120	
Manhattan Construction Co.	Office Phone: (405) 254-1050 Fax Phone: (405) 254-1055 morear@manhattanconstruction.com A305CMBV Renewal Date: 03/21/2013
2601 NW Expressway, Ste 300W Oklahoma City, OK 73112	


Rick Rose

From: Randy Nance <RNance@flintco.com>
Sent: Friday, May 31, 2013 3:02 PM
To: Rick Rose
Cc: Mark Grimes; Mike Atkinson
Subject: Flintco Follow-Up Fee Information
Attachments: Flintco LLC_Fee Follow Up Ltr_May 31_2013.pdf

Rick:

Thank you again for you all's time, attention and questions. We appreciate your consideration of Flintco, LLC and we would be grateful for the opportunity to work with you all.

Attached is a follow-up to our discussions regarding fees. Please review and should you have any questions or comments, please do not hesitate to contact us.

Thanks again and have a great weekend!

Randy N. Nance, DBIA
Business Development
Flintco, LLC
405.670.6307 (p) // 405.670.6568 (f) // 405.343.5720 (m)
www.flintco.com

Office: 2302 S. Prospect // Oklahoma City, OK 73129



Flintco, LLC
2302 S. Prospect
Oklahoma City, OK 73129

405-670-6307 | Office
405-670-6568 | Fax

May 31, 2013

Mr. Rick Rose
Chief of Staff
Oklahoma House of Representatives
2300 N. Lincoln Blvd.
Oklahoma City, Oklahoma 73105

Re: **Oklahoma State Capitol Building
House of Representatives Offices Build-Out
Oklahoma City, Oklahoma
Follow-up Information**

Dear Mr. Rose:

Thank you again for the opportunity to visit with you all this afternoon about your upcoming project(s). We hope the information we provided was helpful and gives you a little better understanding of Flintco's capabilities and some of the methods we would use to help expedite the completion of your project which we recognize is of the utmost importance.

During our discussions, the topic of fees was mentioned. We asked that we be able to come back and discuss what we believe would be appropriate and the information below is what we came up with:

Construction Management at Risk:

Preconstruction Fee: \$0.00
Fee (Profit) to Manage the Project: Three Percent (3%) applied to the Cost of Work.

Design-Build Project Delivery:

Preconstruction Fee: \$0.00
Fee (Profit) to Manage the Project: Three Percent (3%) applied to the Cost of Work. (Please note the 3% Fee does not cover/include the design fee. Under a Design-Build Project Delivery Method, the design fees are considered a cost of work similar to other "subcontractors" working on the project.)

Hopefully this information gives you an idea of the fee structure Flintco, LLC would propose for the current project(s) we spoke about. Should you need any additional information or further clarification, please do not hesitate to contact us.

Respectfully,

FLINTCO, LLC

A handwritten signature in dark ink, appearing to read "Mark A. Grimes", is written over a faint, larger signature.

Mark A. Grimes
Division President and Executive Vice President

Rick Rose



From: Kyle Nelson <KNelson@manhattanconstruction.com>
Sent: Wednesday, August 14, 2013 6:44 AM
To: Rick Rose
Cc: Ryan Martinez; Cory Muir; Xavier Meira
Subject: OK House of Reps: Budget Recap 8-13-13
Attachments: Budget Recap 8-13-13 Submitted.pdf

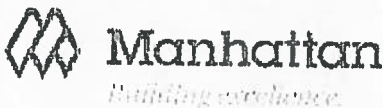
Mr. Rose,

As we noted in our review, I have provided a brief update on budget and scope development thus far:

- Following the bid process for the 2nd floor renovation including the stairs, we have seen the "as-bid" numbers drop across the board by approx. 10% from prior "conceptual" level estimates.
- Focus on the matrix has prioritized the first column for the scope of work containing the 2nd floor renovation and stairs servicing the 2nd to 3rd floors.
- Level of finishes is per the 95% CD's submitted and design narrative provided by MA+ Architecture.
- We are comfortable with the 5% contingency levels currently included within the matrix at this early stage in construction.
- Following confirmation on program scope, we will continue to aggressively pursue additional VM suggestions and efficiencies to reduce cost.
- Key exclusions from the current estimate:
 - Marble (stone) at the stairs and flooring.
 - Faux painted HM door frames to resemble wood.
 - Operable partitions.
 - No FF&E (furnishings) are currently included.
 - Audio-video capabilities are in development and are assumed to be absorbed within the contingency levels currently.

Please let me know if you have any questions or comments during your review and evaluation.

Thanks for your time.



Kyle Nelson
Project Director

Manhattan Construction Company
2601 N.W. Expressway, Suite 300W
Oklahoma City, OK 73112
405.254.1050 phone | 405.254.1055 fax
405.520.1035 cell
www.manhattanconstruction.com

The only thing better than recognizing a quality product is building one.



Oklahoma State Capitol
House of Representatives

DESIGN-BUILD SCOPE CONFIRMATION
95% CD Budget Recap Sheet



Date: 13-Aug-13

	Total SF:	12,429	1,232	1,530	870	16,061
	2nd Floor Reno & Stair (2nd-3rd)	ADD Alternate: Stairs (1st-2nd)	Caucus Room	Committee Room	Total	
Division 01 - General Requirements	-	-	\$ -	\$ 74,000	\$ 74,000	
Division 02 - Sitework	\$ 183,928	\$ 25,060	\$ 10,348	\$ -	\$ 219,336	
Division 03 - Concrete	\$ 15,920	\$ 23,420	\$ -	\$ -	\$ 39,340	
Division 04 - Masonry	-	-	\$ -	\$ -	\$ -	
Division 05 - Metals	\$ 111,280	\$ 71,366	\$ -	\$ -	\$ 182,646	
Division 06 - Wood, Plastics & Composites	\$ 90,367	\$ 25,367	\$ 8,000	\$ -	\$ 123,734	
Division 07 - Thermal & Moisture Protection	-	-	\$ 500	\$ -	\$ 500	
Division 08 - Doors & Windows	\$ 90,646	-	\$ -	\$ -	\$ 90,646	
Division 09 - Finishes	\$ 369,289	\$ 15,215	\$ 42,950	\$ -	\$ 427,454	
Division 10 - Specialties	\$ 32,950	\$ 1,000	\$ 1,250	\$ -	\$ 35,200	
Division 11 - Equipment	-	-	\$ -	\$ -	\$ -	
Division 12 - Furnishings	\$ 26,000	\$ 2,000	\$ 11,000	\$ -	\$ 39,000	
Division 13 - Special Construction	-	-	\$ -	\$ -	\$ -	
Division 14 - Conveying Equipment	-	-	\$ -	\$ -	\$ -	
Division 15 - Fire Protection	\$ 36,000	-	\$ -	\$ -	\$ 36,000	
Division 15 - Mechanical	\$ 194,241	-	\$ 4,500	\$ -	\$ 198,741	
Division 16 - Electrical	\$ 185,284	\$ 15,180	\$ 25,300	\$ -	\$ 225,764	
Division 17 - FF&E	-	-	\$ -	\$ -	\$ -	
SUBTOTAL	\$ 1,335,905	\$ 178,608	\$ 103,848	\$ 74,000	\$ 1,692,361	
GL, Bldr's Risk, Bonds, Permit, etc.	\$ 84,957	\$ 11,359	\$ 6,604	\$ 4,706	\$ 107,626	
A/E Fee	\$ 125,000	-	-	-	\$ 125,000	Previously \$178,720
General Conditions	\$ 294,136	\$ 39,843	-	-	\$ 333,979	
CONSTRUCTION COST	\$ 1,839,998	\$ 229,810	\$ 110,452	\$ 78,706	\$ 2,258,966	
Fee 3%	\$ 58,200	\$ 5,358	\$ 3,314	\$ 2,361	\$ 69,233	
Project Contingency	\$ 100,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 140,000	ROM 5%
TOTAL COST w/ Contingency	\$ 1,998,198	\$ 255,168	\$ 123,766	\$ 91,067	\$ 2,468,199	

Value Management Suggestions:

VM#1	OMES/CAP to fund HazMat Abatement (only piping)	\$ (48,720)
VM#2	Design Fee Reduction for Reduced Scope (2nd Floor & Stair Only)	\$ (11,108)

TOTAL COST w/ Contingency & VM Applied	\$ 1,938,370	\$ 2,204,646	\$ 2,328,412	\$ 2,419,479
---	---------------------	---------------------	---------------------	---------------------



Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price

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

This **AGREEMENT** is made as of the Tenth day of June
in the year of 2013, by and between the following parties, for services in connection with the Project
identified below:

OWNER:

(Name and address)

Oklahoma House of Representatives
2300 N. Lincoln Blvd.
Oklahoma City, OK 73105

DESIGN-BUILDER:

(Name and address)

Manhattan Construction Company
2601 Northwest Expressway Suite 300W
Oklahoma City, OK 73112

PROJECT:

(Include Project name and location as it will appear in the Contract Documents)

Oklahoma House of Representatives Renovation

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder
agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

2.1.2 The GMP Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the GMP Proposal accepted by Owner in accordance with Section 6.6.2 herein;

2.1.3 This Agreement, including all exhibits (List for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the GMP Exhibit;

2.1.4 The General Conditions of Contract; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement (and again, if applicable, at the time of acceptance of the GMP Proposal by Owner in accordance with Section 6.6.2 hereof), shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement or, if applicable, prior to Owner's acceptance of the GMP Proposal.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or if applicable, after Owner's acceptance of the GMP Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. *(Note, the parties are strongly encouraged to establish in the GMP Exhibit or GMP Proposal (as applicable) the priority of the various documents comprising such exhibit or proposal.)*

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 **Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 **Owner's Limited License upon Project Completion and Payment in Full to Design-Builder.** Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

[At the parties' option, one of the following may be used in lieu of Section 4.2.]

☐ Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder: (a) grants Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project; and (b) transfers all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in that portion of the Work Product that consists of architectural and other design elements and specifications that are unique to the Project. The parties shall specifically designate those portions of the Work Product for which ownership in the Work Product shall be transferred. Such grant and transfer are conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

or

☒ Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or

through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligations to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below, and

4.3.2 Owner agrees to pay Design-Builder the additional sum of _____ Dollars (\$_____) as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing. Date of Commencement shall be 15-July-2013.

5.2 Substantial Completion and Final Completion.

Offices, Reception, and Conference Rooms

5.2.1 Substantial Completion of the ~~entire~~ Work shall be achieved no later than One Hundred and Twenty-four (124) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

[At the parties' option, the following supplemental language may be inserted at the end of Section 5.2.1 if the Project is subject to a Temporary Certificate of Occupancy.]

☒ The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:

"Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official."

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: *(Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion)*

Second Floor West Wing: 15-Nov-2013

Second Floor to Third Floor Northwest and Southwest Stairwells:
15-Jan-2014

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by _____ (_____) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner _____ Dollars (\$_____) as liquidated damages for each day that Substantial Completion extends beyond the LD Date. *(If a GMP is not established upon execution of this Agreement, the parties should consider setting liquidated damages after GMP negotiations.)*

[The parties may want to consider the following supplemental language within Section 5.4 if they want to assess liquidated damages for failing to meet Final Completion. In this case, the first sentence in Section 5.2.3 should be deleted and replaced with the following language.]

☐ Design-Builder understands that if Final Completion is not achieved within _____ days of the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within _____ (_____) days of Substantial Completion, Design-Builder shall pay to Owner _____ Dollars (\$_____), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

[In lieu of the liquidated damages specified in Section 5.4 or the alternate provided herein, the Parties may decide that the Agreement will provide for actual damages in the event of Project delay, with Owner being cautioned that there is a waiver of consequential damages under Section 10.5.1 of the General Conditions of Contract. In this case, delete Sections 5.4 and 5.5 and insert the following.]

☐ **5.4** Design-Builder and Owner have agreed not to provide for liquidated damages in this Agreement for failure of Design-Builder to achieve the Contract Time(s) set forth in this Article 5. Design-Builder understands, however, that Owner may suffer actual damages in the event the Contract Time(s) set forth herein are not timely achieved. Owner shall be able to recover such actual damages from Design-Builder to the extent it can demonstrate that actual damages have been incurred, are directly related and caused by Design-Builder's failure to meet the Contract Time(s) set forth herein, and are not

waived by Section 10.5.1 of the General Conditions of Contract. Notwithstanding the foregoing, in no event shall Design-Builder's liability for actual damages for delays exceed _____ Dollars (\$_____).

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving the Contract Time(s).

[The Parties may also desire to cap the liquidated damages payable under this Agreement, in which case the following language should be included at the end of Section 5.5.]

☐ Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement for failure to achieve the Contract Time(s) shall be _____ Dollars (\$_____).

5.6 Early Completion Bonus. If Substantial Completion is attained on or before _____ (_____) days before the Scheduled Substantial Completion Date (the "Bonus Date"), Owner shall pay Design-Builder at the time of Final Payment under Section 7.3 hereof an early completion bonus of _____ Dollars (\$_____) for each day that Substantial Completion is attained earlier than the Bonus Date. *(If a GMP is not established upon execution of this Agreement, the parties should consider setting the early completion bonus after GMP negotiations. If an early completion bonus is applicable to any dates set forth in Section 5.2.2 or 5.2.3 hereof, this Section 5.6 will need to be modified accordingly.)*

[The Parties may also desire to cap the early completion bonus payable under Section 5.6, in which case the following language should be included.]

☐ Owner and Design-Builder agree that the maximum aggregate amount that Design-Builder shall receive as the early Completion Bonus is _____ Dollars (\$_____).

5.7 ***[The Parties may also desire to modify Article 8.2.2 of the General Conditions of Contract relative to compensability of delays that would cause the Contract Time(s) to be extended. In such case, the following option can be used.]***

☐ In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall only be entitled to an increase in the Contract Price if said events exceed _____ (_____) cumulative days. Said additional compensation shall be limited to:

[Check one box only]

☐ \$_____ dollars a day for each day work is delayed beyond the Scheduled Substantial Completion Date.

or

☐ the direct costs and expenses Design-Builder can demonstrate it has reasonably and actually incurred as a result of such event.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), subject to any GMP established in Section 6.6 hereof and any adjustments made in accordance with the General Conditions of Contract.

6.1.2 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis: *(This is an optional section intended to provide the parties with flexibility to identify and price limited preliminary services, such as a lump sum or cost-plus arrangement for preliminary design, programming, or services necessary to enable Design-Builder to furnish Owner with a GMP before execution of this Agreement.)*

6.2 Design-Builder's Fee.

6.2.1 Design-Builder's Fee shall be:

[Choose one of the following:]

☐ _____ Dollars (\$ _____), as adjusted in accordance with Section 6.2.2 below.

or

☒ Three percent (3%) of the Cost of the Work, as adjusted in accordance with Section 6.2.2 below.

6.2.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

6.2.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of Three percent (3%) of the additional Costs of the Work incurred for that Change Order, plus any other markups set forth in Exhibit _____ hereto.

6.2.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

[Check one box only]

☐ No additional reduction to account for Design-Builder's Fee or any other markup.

or

☒ An amount equal to the sum of: (a) Three percent (3%) applied to the direct costs of the net reduction (which amount will account for a

reduction associated with Design-Builder's Fee); plus (b) any other markups set forth in Exhibit A hereto applied to the direct costs of the net reduction.

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.3.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

6.3.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

6.3.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit _____ and performing the function set forth in said Exhibit. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a _____ percent (_____%) markup to compensate Design-Builder for the Project-related overhead associated with such personnel.

6.3.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.

[In lieu of the language in Section 6.3.4 above, Design-Builder and Owner may want to include the following language:]

☐ A multiplier of _____ percent (_____%) shall be applied to the wages and salaries of the employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.

6.3.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

6.3.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.3.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

6.3.8 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

6.3.9 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.10 Costs of removal of debris and waste from the Site.

6.3.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.3.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.3.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

6.3.14 All fuel and utility costs incurred in the performance of the Work.

6.3.15 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

6.3.16 Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

6.3.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

6.3.18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

6.3.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

6.3.20 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.3.21 Accounting and data processing costs related to the Work.

6.3.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

[Design-Builder and Owner may want to consider adding the following Section 6.3.23 to address the payment of warranty work:]

☐ **6.3.23** Owner and Design-Builder agree that an escrow account in the amount of _____ Dollars (\$_____) shall be established prior to Final Completion, which escrow shall be used to reimburse Design-Builder for the Costs of the Work incurred after Final Completion to perform warranty Work. The escrow agreement will provide that any sums not used at the expiration of the warranty period shall be returned to Owner, subject to any savings Design-Builder may be entitled to under this Agreement. In the event the warranty escrow account is exhausted, but funds remain under the GMP, Owner shall be obligated to pay

Design-Builder the Costs of the Work incurred after Final Completion to perform warranty Work up to the GMP.

6.4 Allowance Items and Allowance Values.

6.4.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the GMP Exhibit or GMP Proposal and are included within the GMP.

6.4.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.4.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.4.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

[In the alternative, the parties may want to delete Section 6.4.4 and add the following provision.]

☐ In the event the actual direct cost of labor, materials, equipment, transportation, taxes and insurance associated with an Allowance Item is _____ percent (____ %) greater than or less than the Allowance Value for such Allowance Item, Design-Builder and Owner agree that Design-Builder's right to Fee and markup shall be adjusted in accordance with Section 6.2.2.

6.4.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

6.5.1.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

6.5.1.2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.

6.5.1.3 The cost of Design-Builder's capital used in the performance of the Work.

6.5.1.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

[The parties shall comply with the following Section 6.6 based upon whether the GMP is agreed upon before the execution of this Agreement or will be developed and agreed upon after execution of this Agreement. If the parties do not use a GMP, this Section 6.6 shall be deemed inapplicable and compensation to Design-Builder shall be based on those fees and costs identified in the balance of this Article 6.]

6.6 The Guaranteed Maximum Price ("GMP").

6.6.1 GMP Established Upon Execution of this Agreement.

6.6.1.1 Design-Builder guarantees that it shall not exceed the GMP of Two Million Two Hundred Thousand Dollars (\$2,200,000.00). Documents used as a basis for the GMP shall be identified in an exhibit to this Agreement ("GMP Exhibit"). Design-Builder does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. *(While the GMP Exhibit will be developed in advance or concurrently with the execution of this Agreement, it is recommended that such exhibit include the items set forth in Section 6.6.2.1 below, to ensure that the basis for the GMP is well-understood).*

[In lieu of 6.6.1.1, Owner and Design-Builder may want to include the following language.]

☐ Design-Builder guarantees that it shall not exceed the GMP of _____ Dollars (\$_____). Documents used as basis for the GMP shall be identified as an exhibit to this Agreement ("GMP Exhibit"). Design-Builder does not guarantee any specific line item provided as part of the GMP, provided, however, that it does guarantee the line item for its general project management and general conditions costs, in the amount of _____ Dollars (\$_____), and as set forth in the GMP Exhibit ("General Conditions Cap"). Design-Builder agrees that it will be responsible for paying the applicable general conditions costs in excess of the General Conditions Cap, as well as be responsible for all costs of completing the Work which exceed the GMP, as said General Conditions Cap and the GMP may be adjusted in accordance with the Contract Documents.

6.6.1.2 The GMP includes a Contingency in the amount of Reference Exhibit A Dollars (\$ Ref. Ex. A) which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. The Contingency is not available to Owner for any reason, including, but not limited to changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is

subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

6.6.2 GMP Established after Execution of this Agreement.

6.6.2.1 GMP Proposal. If requested by Owner, Design-Builder shall submit a GMP Proposal to Owner which shall include the following, unless the parties mutually agree otherwise:

6.6.2.1.1 A proposed GMP, which shall be the sum of:

- i. Design-Builder's Fee as defined in Section 6.2.1 hereof;
- ii. The estimated Cost of the Work as defined in Section 6.3 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.1.2 hereof; and
- iii. If applicable, any prices established under Section 6.1.2 hereof.

6.6.2.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the GMP Proposal;

6.6.2.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

6.6.2.1.4 The Scheduled Substantial Completion Date upon which the proposed GMP is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based;

6.6.2.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

6.6.2.1.6 If applicable, a schedule of alternate prices;

6.6.2.1.7 If applicable, a schedule of unit prices;

6.6.2.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the GMP and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s); and

6.6.2.1.9 The time limit for acceptance of the GMP Proposal.

6.6.2.2 Review and Adjustment to GMP Proposal. After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

6.6.2.3 Acceptance of GMP Proposal. If Owner accepts the GMP Proposal, as may be amended by Design-Builder, the GMP and its basis shall be set forth in an amendment to this Agreement.

6.6.2.4 Failure to Accept the GMP Proposal. If Owner rejects the GMP Proposal, or fails to notify Design-Builder in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

6.6.2.4.1 Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.2.3 above;

6.6.2.4.2 Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1 hereof without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

6.6.2.4.3 Owner may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (i) continue with the Work as if Owner had elected to proceed in accordance with Item 6.6.2.4.2 above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, or (ii) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

6.6.3 Savings.

6.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

Cost of the Work and Fee shall be understood as the approved contract (i.e. construction budget) less Owner Contingency. **[Choose one of the following:]**

☒ Zero percent (0 %) to Design-Builder
and One Hundred percent (100 %) to Owner.

or

☐ The first _____ Dollars (\$ _____) of Savings shall be provided to (choose either Design-Builder or Owner) _____, with the balance of Savings, if any, shared _____ percent (_____ %) to Design-Builder and _____ percent (_____ %) to Owner.

6.6.3.2 Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

6.7 Performance Incentives

6.7.1 Owner and Design-Builder have agreed to the performance incentive arrangements set forth in Exhibit _____.

[The parties are encouraged to discuss and agree upon performance incentives that will influence project success. These incentives may consist of Award Fees, incentives for safety, personnel retention, client satisfaction and similar items.]

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the Thirtieth (30th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain Five percent (5 %) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

[Design-Builder and Owner may want to consider substituting the following retainage provision.]

☐ Owner will retain _____ percent (_____ %) of the cost of Work, exclusive of general conditions costs, and any amounts paid to Design-Builder's Design Consultant, from each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

7.2.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all

other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

[If Owner and Design-Builder have established a warranty reserve pursuant to Section 6.3.23 above, the following provision should be included.]

☐ If a warranty reserve has been established pursuant to Section 6.3.23 above, Owner shall at the time of Substantial Completion retain the agreed-upon amounts and establish an escrow account as contemplated by Section 6.3.24 above.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of Zero percent (0 %) per month until paid.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 ***[Choose one of the following:]***

☒ The fair and reasonable sums for overhead and profit on the sum of items 8.1.1 and 8.1.2 above.

or

☐ Overhead and profit in the amount of _____ percent (_____%)
on the sum of items 8.1.1 and 8.1.2 above.

8.2 In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

8.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid _____ percent (_____%) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

8.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid _____ percent (_____%) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

[The following Article 9 should only be used if Owner and Design-Builder agree to establish their respective representatives at the time the Agreement is executed rather than during the performance of the Project.]

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

T. W. Shannon, Speaker of The House of Representatives

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Mark O'Rear, Division Vice President

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

[Check one box only. If no box is checked, then no bond is required.]

☒ Required ☐ Not Required

Payment Bond.

[Check one box only. If no box is checked, then no bond is required.]

☒ Required ☐ Not Required

Other Performance Security.

[Check one box only. If no box is checked, then no other performance security is required. If the "Required" box is checked, identify below the specific performance security that is being required and all salient commercial terms associated with that security.]

☐ Required ☒ Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: *(Insert any additional provisions)*

[Section 2.3.1 of the General Conditions of Contract sets forth a traditional negligence standard as it relates to the Design-Builder's performance of design professional services. If the Basis of Design Documents identify specific performance standards that can be objectively measured, the parties, by including the following language, agree that the Design-Builder is obligated to achieve such standards.]

☐ Notwithstanding Section 2.3.1 of the General Conditions of Contract, if the parties agree upon specific performance standards in the Basis of Design Documents, the design professional services shall be performed to achieve such standards.

[In lieu of Sections 10.3.1 through 10.3.3 of the General Conditions of Contract, the Parties may want to delete such sections and include the following alternative dispute resolution clause.]

☐ Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.

In executing this Agreement, Owner and Design-Build each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

J.W. Shannon
(Name of Owner)
[Signature]
(Signature)

(Printed Name)

Speaker of the House of Representatives
(Title)

Date: 6-10-13

DESIGN-BUILDER:

Transit Construction Company
Max O'Rene
(Name of Design-Builder)
[Signature]
(Signature)

Max R. O'Rene
(Printed Name)

SE. VICE PRESIDENT
(Title)

Date: 10/3/13

Caution: An original DBIA document has this caution printed in blue. This is a printable copy and an original assures that changes will not be obscured as may occur when documents are reproduced.



Exhibit A



Oklahoma State Capitol House of Representatives



DESIGN-BUILD SCOPE CONFIRMATION 95% CD Budget Recap Sheet

Date: 13-Aug-13

Total SF:	12,429	1,232	1,530	870	16,061
	2nd Floor Reno & Stair (2nd-3rd)	ADD Alternate: Stairs (1st-2nd)	Caucus Room	Committee Room	Total
Division 01 - General Requirements	-	-	\$ -	\$ 74,000	\$ 74,000
Division 02 - Sitework	\$ 183,928	\$ 25,060	\$ 10,348	\$ -	\$ 219,336
Division 03 - Concrete	\$ 15,920	\$ 23,420	\$ -	\$ -	\$ 39,340
Division 04 - Masonry	-	-	\$ -	\$ -	\$ -
Division 05 - Metals	\$ 111,280	\$ 71,366	\$ -	\$ -	\$ 182,646
Division 06 - Wood, Plastics & Composites	\$ 90,367	\$ 25,367	\$ 8,000	\$ -	\$ 123,734
Division 07 - Thermal & Moisture Protection	-	-	\$ 500	\$ -	\$ 500
Division 08 - Doors & Windows	\$ 90,646	-	\$ -	\$ -	\$ 90,646
Division 09 - Finishes	\$ 369,289	\$ 15,215	\$ 42,950	\$ -	\$ 427,454
Division 10 - Specialties	\$ 32,950	\$ 1,000	\$ 1,250	\$ -	\$ 35,200
Division 11 - Equipment	-	-	\$ -	\$ -	\$ -
Division 12 - Furnishings	\$ 26,000	\$ 2,000	\$ 11,000	\$ -	\$ 39,000
Division 13 - Special Construction	-	-	\$ -	\$ -	\$ -
Division 14 - Conveying Equipment	-	-	\$ -	\$ -	\$ -
Division 15 - Fire Protection	\$ 36,000	-	\$ -	\$ -	\$ 36,000
Division 15 - Mechanical	\$ 194,241	-	\$ 4,500	\$ -	\$ 198,741
Division 16 - Electrical	\$ 185,284	\$ 15,180	\$ 25,300	\$ -	\$ 225,764
Division 17 - FF&E	-	-	\$ -	\$ -	\$ -
SUBTOTAL	\$ 1,335,905	\$ 178,608	\$ 103,848	\$ 74,000	\$ 1,692,361
GL, Bldr's Risk, Bonds, Permit, etc.	\$ 84,957	\$ 11,359	\$ 6,604	\$ 4,706	\$ 107,626
A/E Fee	\$ 125,000	-	-	-	\$ 125,000
General Conditions	\$ 294,136	\$ 39,843	-	-	\$ 333,979
CONSTRUCTION COST	\$ 1,839,998	\$ 229,810	\$ 110,452	\$ 78,706	\$ 2,258,966
Fee 3%	\$ 58,200	\$ 5,358	\$ 3,314	\$ 2,361	\$ 69,233
Project Contingency	\$ 100,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 140,000
TOTAL COST w/ Contingency	\$ 1,998,198	\$ 255,168	\$ 123,766	\$ 91,067	\$ 2,468,199
	As-bid	As-bid	Conceptual	Conceptual	

Previously \$178,720

ROM 5%

Value Management Suggestions:

VM#1	OMES/CAP to fund HazMat Abatement (only piping)	\$ (48,720)
VM#2	Design Fee Reduction for Reduced Scope (2nd Floor & Stair Only)	\$ (11,108)

TOTAL COST w/ Contingency & VM Applied	\$ 1,938,370	\$ 2,204,646	\$ 2,328,412	\$ 2,419,479	
---	---------------------	---------------------	---------------------	---------------------	--

Exhibit B

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	2013												2014	
						May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb				
Pre Construction																			
PRE-1000	Interview	1	0	31-May-13 A	31-May-13 A														
PRE-1100	Award	0	0	07-Jun-13 A															
PRE-1110	Contracting / Scope Development	13	0	10-Jun-13 A	26-Jun-13 A														
PRE-1120	DB Scope Confirmation	10	0	27-Jun-13 A	13-Aug-13 A														
PRE-1160	Design Review / Incorporate Comments	13	0	14-Aug-13 A	06-Sep-13 A														
PRE-1150	Receive 100% CD's	0	0		06-Sep-13 A														
Submittals / Approvals / Procurement																			
SUBM-1160	Submit / Approve - Fire Sprinkler	15	0	07-Aug-13 A	28-Aug-13 A														
SUBM-1120	Submit / Approve / Fab & Deliver - Carpet / Paint	40	6	13-Aug-13 A	02-Oct-13														
SUBM-1040	Order / Fab & Deliver - VAV's (Owner Furnished)	40	0	20-Aug-13 A	12-Sep-13 A														
SUBM-1080	Submit / Approve / Fab & Deliver - Stairs	36	10	09-Sep-13 A	08-Oct-13														
SUBM-1000	Submit / Approve / Fab & Deliver - Lighting	60	13	11-Sep-13 A	11-Oct-13														
SUBM-1240	Submit / Approve / Fab & Deliver - Interior Glazing	50	3	20-Sep-13 A	27-Sep-13														
SUBM-1200	Submit / Approve / Fab & Deliver - Doors & Hdwe	60	7	20-Sep-13 A	03-Oct-13														
Construction																			
Project Notes & Milestones																			
NTP	N.T.P	0	0	11-Jul-13 A															
DURATION	Construction (NTP - Substantial w/o Stairs)-HAMMOCK	91	58	11-Jul-13 A	17-Dec-13														
FMP-1	Fire Marshall Permit Fire Sprinkler System	0	0		28-Aug-13 A														
FMP-2	Fire Marshall Final Inspection	0	0		11-Nov-13														
SUBST	Substantial Completion	0	0		17-Dec-13*														
2nd Floor																			
L2-1000	Mobilize	1	0	15-Jul-13 A	15-Jul-13 A														
L2-1020	Make Safe / Protect Existing Finishes	5	0	16-Jul-13 A	19-Jul-13 A														
L2-1100	Identify Piping to Demo	10	0	16-Jul-13 A	19-Jul-13 A														
L2-1140	Identify O/H Mechanical to Demo	10	0	16-Jul-13 A	19-Jul-13 A														
L2-1180	Install Temp Power / Lighting	10	0	16-Jul-13 A	19-Jul-13 A														
L2-1680	Discover Unforeseen Condition (Asbestos on Mastic @ Wall Pnl's)	0	0	18-Jul-13 A															
L2-1720	Test For Asbestos in Mastic Behind Wall Panels & Pipe Insul	1	0	19-Jul-13 A	19-Jul-13 A														

Project Start: 31-May-13

Project Finish: 19-Dec-13

Data Date: 25-Sep-13

Run Date: 26-Sep-13

File Name: SC04

Page 1 of 3

Remaining Level of Effort

Current

Actual Level of Effort

Actual Work

Remaining Work

Critical Re...

Critical Mil...

Milestone

Critical Mil...

State Capitol House of Representatives

Oklahoma City, Oklahoma

MCC Project #3587

Manhattan

Building excellence.

Project Start: 31-May-13
 Project Finish: 19-Dec-13
 Data Date: 25-Sep-13
 Run Date: 26-Sep-13
 File Name: SC04
 Page 1 of 3

Remaining Level of Effort	Critical Re...
Current	Critical Mil...
Actual Level of Effort	Milestone
Actual Work	Critical Mil...
Remaining Work	

State Capitol House of Representatives
Oklahoma City, Oklahoma
MCC Project #3587



Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	2013												2014	
						May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb				
L2-1760	Receive Test Results (Asbestos)	0	0	23-Jul-13 A				◆ Receive Test Results (Asbestos)											
L2-1800	Meeting w/ Owner For Asbestos Impact-Proceed	1	0	26-Jul-13 A	26-Jul-13 A			I Meeting w/ Owner For Asbestos Impact-Proceed											
L2-1200	Demo of 2nd Floor	15	0	22-Jul-13 A	23-Aug-13 A			■ Demo of 2nd Floor											
L2-2000	Remove Walls Panels & Mastic-North Wing	5	0	05-Aug-13 A	09-Aug-13 A			■ Remove Walls Panels & Mastic-North Wing											
L2-1880	Remove Walls Panels & Mastic-South Wing	5	0	12-Aug-13 A	16-Aug-13 A			■ Remove Walls Panels & Mastic-South Wing											
L2-2080	Asbestos Abatement @ Pipe Insul-North Wing	5	0	23-Aug-13 A	26-Aug-13 A			■ Asbestos Abatement @ Pipe Insul-North Wing											
L2-2040	Asbestos Abatement @ Pipe Insul-South Wing	5	0	30-Aug-13 A	03-Sep-13 A			■ Asbestos Abatement @ Pipe Insul-South Wing											
L2-1210	Frame Walls	20	0	19-Aug-13 A	10-Sep-13 A			■ Frame Walls											
L2-1740	Door Frames	15	0	20-Aug-13 A	28-Aug-13 A			■ Door Frames											
L2-1280	MEP In-Wall Rough In's (Elec.Data,F/A,T-Stats)	20	0	21-Aug-13 A	05-Sep-13 A			■ MEP In-Wall Rough In's (Elec.Data,F/A,T-Stats)											
L2-1440	Frame Ceilings & Soffits	10	0	21-Aug-13 A	09-Sep-13 A			■ Frame Ceilings & Soffits											
L2-1400	Sheetrock Walls	9	0	23-Aug-13 A	13-Sep-13 A			■ Sheetrock Walls											
L2-1480	Sheetrock Ceilings & Soffits	15	0	23-Aug-13 A	13-Sep-13 A			■ Sheetrock Ceilings & Soffits											
L2-1360	O/H MEP Rough In's	29	6	26-Aug-13 A	02-Oct-13			■ O/H MEP Rough In's											
L2-1320	O/H Sprinkler Rough In	20	0	27-Aug-13 A	06-Sep-13 A			■ O/H Sprinkler Rough In											
L2-1520	Tape, Bed & Sand	15	4	16-Sep-13 A	30-Sep-13			■ Tape, Bed & Sand											
L2-1560	Painting	15	10	24-Sep-13 A	08-Oct-13			■ Painting											
L2-1600	Ceiling Grid	15	15	03-Oct-13	23-Oct-13			■ Ceiling Grid											
L2-1640	Wood Trim (Base, Crown, Casings)	21	15	08-Oct-13	28-Oct-13			■ Wood Trim (Base, Crown, Ca											
L2-1780	MEP & F/A Trimout Walls & Ceilings	15	10	14-Oct-13	25-Oct-13			■ MEP & F/A Trimout Walls & Ce											
L2-1700	Glazing In Existing HM Jambs	10	10	15-Oct-13	28-Oct-13			■ Glazing In Existing HM Jambs											
L2-1920	Carpet	15	10	22-Oct-13	04-Nov-13			■ Carpet											
L2-2120	Test & Balance	5	5	28-Oct-13	01-Nov-13			■ Test & Balance											
L2-1960	Doors & Hardware	10	10	29-Oct-13	11-Nov-13			■ Doors & Hardware											
L2-2680	Punchlist	5	5	11-Nov-13	15-Nov-13			■ Punchlist											
Stairs L2 to L3 (NW & SW)																			
STR-1000	Special Session	5	0	03-Sep-13 A	09-Sep-13 A			■ Special Session											
STR--2000	Install Temp. Walls	5	5	09-Oct-13	15-Oct-13			■ Install Temp. Walls											
STR--2040	Demo Ceiling / Walls	5	5	16-Oct-13	22-Oct-13			■ Demo Ceiling / Walls											
STR--2120	Demo of Slabs	30	5	16-Oct-13	22-Oct-13			■ Demo of Slabs											
STR--2160	Install New Stairs	24	10	23-Oct-13	05-Nov-13			■ Install New Stairs											
STR--2200	Frame Walls	10	7	01-Nov-13	11-Nov-13			■ Frame Walls											

Project Start: 31-May-13
 Project Finish: 19-Dec-13
 Data Date: 25-Sep-13
 Run Date: 26-Sep-13
 File Name: SC04
 Page 2 of 3

Remaining Level of Effort	◆	Critical Re...
Current	◆	Critical Mil...
Actual Level of Effort	◆	Milestone
Actual Work	◆	Critical Mil...
Remaining Work		

State Capitol House of Representatives
Oklahoma City, Oklahoma
MCC Project #3587



Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	2013												2014	
						May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb				
STR--2240	Electrical In Wall Rough In	5	5	05-Nov-13	11-Nov-13														
STR--2280	Sheetrock Walls	10	7	08-Nov-13	18-Nov-13														
STR--2320	Tape, Bed & Sand	10	7	13-Nov-13	25-Nov-13														
STR--2360	Paint Walls & Ceilings	10	7	18-Nov-13	28-Nov-13														
STR--2480	Wood Trim	20	10	25-Nov-13	06-Dec-13														
STR--2440	Carpet Treads & Risers	18	5	27-Nov-13	03-Dec-13														
STR--2600	Punchlist	10	10	04-Dec-13	17-Dec-13														
STR--2640	De-Mobilize / Remove Temp Walls	5	2	18-Dec-13	19-Dec-13														

Project Start: 31-May-13
 Project Finish: 19-Dec-13
 Data Date: 25-Sep-13
 Run Date: 26-Sep-13
 File Name: SC04
 Page 3 of 3

Remaining Level of Effort	◆	Critical Re...
Current	◆	Critical Mil...
Actual Level of Effort	◆	Milestone
Actual Work	◆	Critical Mil...
Remaining Work		

State Capitol House of Representatives
Oklahoma City, Oklahoma
MCC Project #3587





LETTER OF TRANSMITTAL

Date: August 28, 2013
Job#: G80



4621

Approved for Payment
BY Jan Harrison
DATE 9/4/13

TO: Oklahoma House of Representatives

ATTN: Jan Harrison

RE: 2013 House of Representatives Remodel

WE ARE SENDING YOU

- ☐ Shop drawings
- ☐ Copy of letter

- ☐ Attached
- ☐ Prints
- ☐ Change order

- ☐ Under separate cover via _____ the following items:
- ☐ Plans
- ☐ Samples
- ☐ Specifications
- ☐ Disk

COPIES	DATE	NO.	DESCRIPTION
1	8/27/13	4	Contractor's Application for Payment #1
1	8/27/13	1	Partial Contractor's Release and Waiver of Lien
1	8/27/13	1	Construction Progress Report

THESE ARE TRANSMITTED

- ☐ For approval
- ☐ For your use
- ☐ As requested
- ☐ For review
- ☐ FOR BIDS

Code to : Check for funds
Wed. 9/4/13

Fund - 200

Dept. - 90

Obj. Code - 4621

(Buildings & Other Structures -
Construction & Renovation)

Invoice # - 3587-01

- ☐ Resubmit _____ copies for approval
- ☐ Submit _____ copies for distribution
- ☐ Return _____ corrected prints

☐ PRINTS RETURNED AFTER LOAN TO US

SIGNED Jeanne Hammond

If enclosures are not as noted, kindly notify us at once.



LETTER OF TRANSMITTAL

Date: August 28, 2013

Job#: G80

TO: Oklahoma House of Representatives

ATTN: Jan Harrison

RE: 2013 House of Representatives Remodel

WE ARE SENDING YOU

- ☐ Shop drawings
- ☐ Copy of letter

- ☐ Attached
- ☐ Prints
- ☐ Change order

☐ Under separate cover via _____ the following items:

- ☐ Plans
- ☐ Samples
- ☐ Specifications
- ☐ Disk

COPIES	DATE	NO.	DESCRIPTION
1	8/27/13	4	Contractor's Application for Payment #1
1	8/27/13	1	Partial Contractor's Release and Waiver of Lien
1	8/27/13	1	Construction Progress Report

THESE ARE TRANSMITTED as checked below:

- ☐ For approval
- ☐ For your use
- ☐ As requested
- ☐ For review and comment
- ☐ FOR BIDS DUE _____ 20 _____
- ☐ Approved as submitted
- ☐ Approved as noted
- ☐ Returned for corrections
- ☐ For Payment
- ☐ Resubmit _____ copies for approval
- ☐ Submit _____ copies for distribution
- ☐ Return _____ corrected prints
- ☐ PRINTS RETURNED AFTER LOAN TO US



SIGNED Jeanne Hammond

If enclosures are not as noted, kindly notify us at once.

FED Tax ID# 73-0530520

PS# 00000 56126

-002

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
State of Oklahoma
House of Representatives
2300 N. Lincoln Blvd
Oklahoma City, OK

PROJECT:
OKLAHOMA HOUSE OF REPRESENTATIVES
RENOVATION

FROM DESIGN BUILDER:
Manhattan Construction Co.
2601 NW Expressway, Ste 300W
OKC, OK 73112
405-254-1050

VIA ARCHITECT:
MA+ Architecture
4000 N. Classen Blvd
Oklahoma City, OK 73118

APPLICATION NO: 01
APPLICATION DATE 8/27/13
PERIOD TO 8/30/2013

Distribution to:

X	OWNER
X	ARCHITECT
X	DESIGN BUILDER

MCC Project #3587

CONTRACT FOR: Design Build Services Cost Plus Fee

CONTRACT DATE: 10-Jun-13

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	2,200,000
2. Net change by Change Orders N/A		\$0
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	2,200,000
4. TOTAL COMPLETED & STORED TO DATE	\$	639,826
(Column G on G703)		
5. RETAINAGE:		
a. 5 % of Completed Work	\$	18,652
(Column D + E on G703)		
b. 5 % of Stored Material	\$	-
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	18,652
6. TOTAL EARNED LESS RETAINAGE	\$	621,174
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	-
8. CURRENT PAYMENT DUE	\$	621,174
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	1,578,826
(Line 3 less Line 6)		

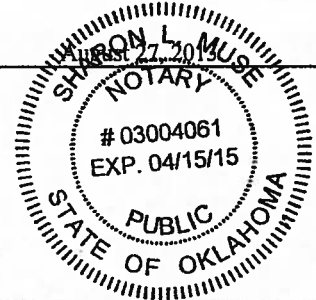
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order		\$0

The undersigned Contractor certifies that to the best of the Contractor's knowledge,
information and belief the Work covered by this Application for Payment has been completed
in accordance with the Contract Documents, that all amounts have been paid by the Contractor
for Work for which previous Certificates for Payment were issued and payments received
from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Cory Muir Date: _____
Cory Muir, Project Manager
State of: Oklahoma
County of: Canadian
subscribed and sworn to before
me this 27TH day of August 2013

Notary Public: Sharon L. Muse
Sharon L. Muse #03004061



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data
comprising the application, we certify to the Owner that to the best of the
Architect's knowledge, information and belief 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.

AMOUNT CERTIFIED \$ 621,174

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: Paul B. Mayne Date: 8/28/2013

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the
Contractor named herein. Issuance, payment and acceptance of payment are without
prejudice to any rights of the Owner or Contractor under this Contract.

Per Rick Rose, Approved by T.W. Shannon 9/3/13

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

APPLICATION NO: 01

APPLICATION DATE 8/27/13

PERIOD TO 8/30/2013

MCC Project #3587

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
30	METALS	111,280		2,500		2,500	2.2%	108,780	125
31	Steel Stairs								
32	Metal Handrails								
33	WOOD, PLASTICS & COMPOSITES	90,367		0		0	0.0%	90,367	0
34	Rough Carpentry								
35	Millwork and Trim								
36	DOORS, WINDOWS & GLASS	90,646		5,000		5,000	5.5%	85,646	250
37	FINISHES	369,289		92,322		92,322	25.0%	276,967	4,616
38	Framing								
39	Drywall								
40	Tape/Bed/Paint								
41	Flooring								
42	SPECIALTIES	32,950		0		0	0.0%	32,950	0
45	FURNISHINGS (BLINDS)	26,000		0		0	0.0%	26,000	0
46	FIRE PROTECTION	36,000		3,600		3,600	10.0%	32,400	180
47	MECHANICAL	194,241		48,560		48,560	25.0%	145,681	2,428
48	HVAC/Plumbing								
49	Exploration/Field Verification								
50	Sanitary & Demo Required (Cut/Cap)								
51	Insulation								
52	Test & Balance								
53	ELECTRICAL	185,284		46,321		46,321	25.0%	138,963	2,316
54	Electrical								
55	Lighting Package								
56	Fire Alarm								
57	Temp Electric & FA Disconnect								
	Contingency Reconciliation					0			
58	PROJECT CONTINGENCY	100,000		0		0	0.0%	100,000	0
59	OWNER CONTINGENCY	78,036		0		0	0.0%	78,036	0
60	CAUCUS ROOM (Conceptual Budget)	123,766		0		0	0.0%	123,766	0

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

APPLICATION NO: 01

APPLICATION DATE 8/27/13

PERIOD TO 8/30/2013

MCC Project #3587

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D	E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD					
Totals		\$2,200,000	\$0	\$639,826	\$0	\$639,826	29.1%	\$1,560,174	\$18,652

PARTIAL CONTRACTOR'S RELEASE AND WAIVER OF LIEN

TO: Oklahoma House of Representatives Renovation (MCC Job #3587)
State of Oklahoma, House of Representatives (Owner)
Application for Payment #01
Application Amount: \$621,174

RE: Application and/or invoice(s) for payment dated August 27, 2013 and/or described on Exhibit(s), attached hereto and made a part hereof by reference (Application), covering labor performed and/or material or equipment furnished by, to or on behalf of the undersigned (Contractor) through the date of the Application and/or as described on the exhibit(s) relating to certain improvements know as Oklahoma House of Representatives Renovation Project in Oklahoma City, Oklahoma situated on or about certain real property (Property) located in Oklahoma County, OKLAHOMA, more fully described in an agreement between Owner and Manhattan Construction Company pertaining to construction of the Project (all such labor performed and/or materials or equipment furnished by, to or on behalf of the Contractor being the "Work").

Gentlemen:

The Contractor, for and in consideration of payment of the amount set forth in the Application as being due to Contractor thereunder, such amount being the full and entire payment due Contractor for the Work except for any claims for additional compensation as to which specific notice has been delivered to Manhattan sufficient under the terms of the contract between Manhattan and Owner concerning the Project, does hereby waive, release and discharge the Owner, the Project and the Property from any and all known claims arising out of or relating to the Work, except for the known claims for additional compensation referenced above.

Furthermore, for the same consideration Contractor hereby represents and makes affidavit that, except for bills specifically included in the Application, Contractor has paid in full for all of the Work and Contractor makes this agreement and affidavit for the purpose of inducing Owner to make the payment referenced above, acknowledging that Owner is relying upon the same in making such payment, and Contractor hereby agrees to defend, indemnify and hold harmless the Owner, the Project and the Property from any and all known liens and claims asserted or brought by any workmen, mechanics or materialmen arising out of or relating to the Work.

Executed this the 27th day of August 2013.

Contractor: **MANHATTAN CONSTRUCTION COMPANY**

By: Cory Muir
Cory Muir, Project Manager
Manhattan Construction Company

THE STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

BEFORE ME, the undersigned authority, on this day personally appeared **Cory Muir**, known to me to be the person whose name is subscribed hereto and having been by me duly sworn upon oath stated and acknowledged that the statements contained in the foregoing Agreement and Affidavit are true and correct; that he is authorized to make this Agreement and Affidavit; and that he executed the foregoing for the purposes and considerations and in the capacity therein stated.

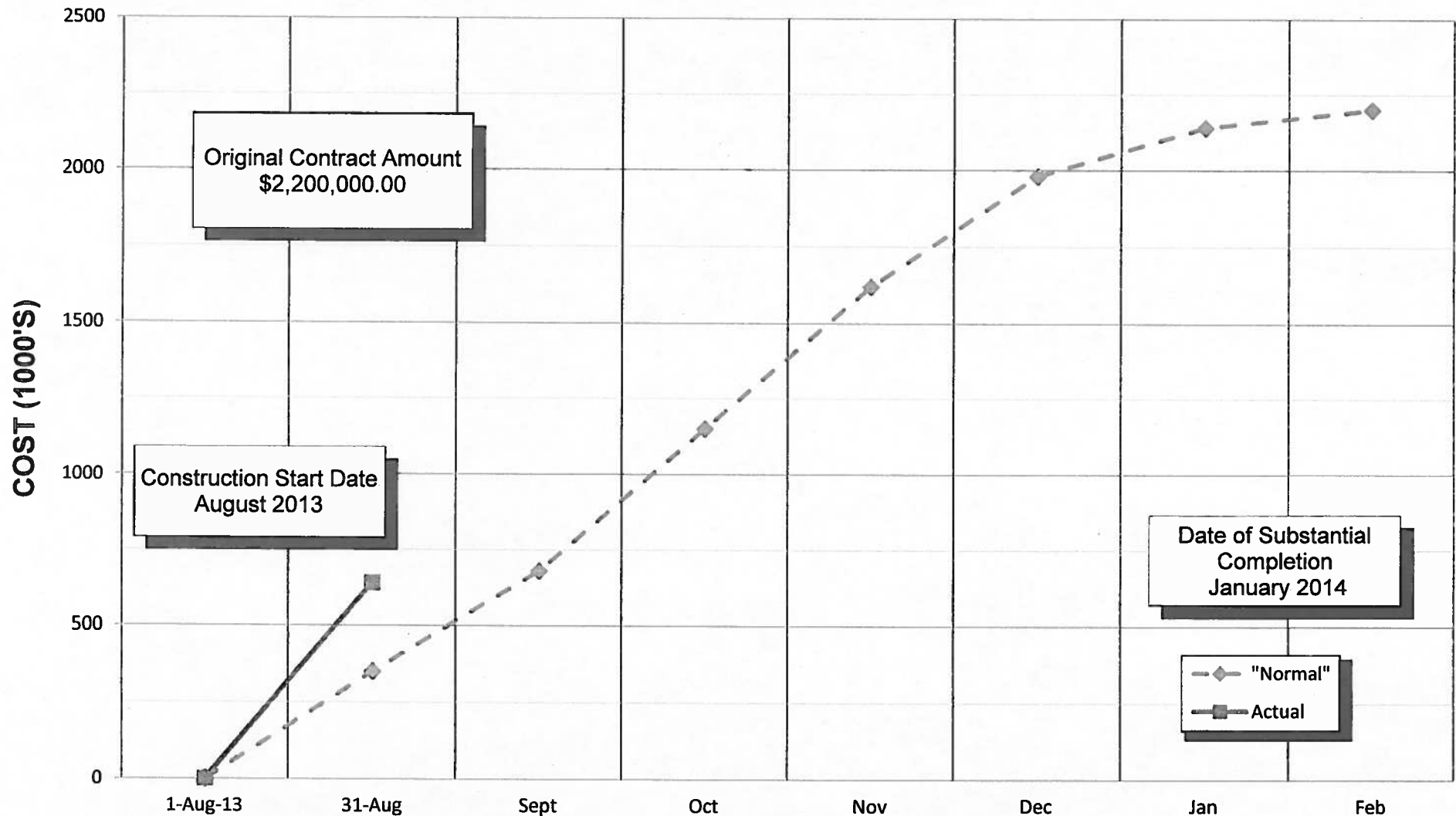
GIVEN UNDER MY HAND AND SEAL OF OFFICE, and SUBSCRIBED and SWORN TO BEFORE ME
this day of August 27, 2013.



Sharon L. Muse
NOTARY PUBLIC IN AND FOR CLEVELAND
COUNTY, OKLAHOMA

Commission Number: # 03004061

Construction Progress Chart 2013 House of Representatives Renovation



TIME: 6 CALENDAR MONTHS / TIME EXTENSION TO DATE: 0 DAYS / 16% OF LAPSE TIME TO DATE: 29.10% OF COMPLETION



MA+ ARCHITECTURE, L.L.C. 4000 Classen Center, Suite 100N Oklahoma City, Oklahoma 73118
 Phone (405) 525-8806 Fax (405) 525-8807

Stacey Trivitt

From: Jan Harrison
Sent: Thursday, August 29, 2013 2:20 PM
To: Stacey Trivitt
Subject: FW: 14026_House Office Remodel(HOR) - ContrPA#1 - Attached

This is his response in case you were wondering.

Thanks again for helping this evening.

Jan Harrison
Clerk of the House
Oklahoma House of Representatives
Chief Clerk's Office
2300 N. Lincoln Boulevard, Room 109
Oklahoma City, OK 73105
405-557-7303

From: Paul Haley [<mailto:Paul.Haley@omes.ok.gov>]
Sent: Thursday, August 29, 2013 2:17 PM
To: Jan Harrison
Subject: RE: 14026_House Office Remodel(HOR) - ContrPA#1 - Attached

J,

It wasn't on the paperwork. It is our agency project ID# on the email I sent. I just wanted to clarify the DCAM number for future reference / correspondence.

P

From: Jan Harrison [<mailto:harrisonja@okhouse.gov>]
Sent: Thursday, August 29, 2013 2:12 PM
To: Paul Haley
Subject: Re: 14026_House Office Remodel(HOR) - ContrPA#1 - Attached

I don't see this number on the paperwork that you sent.

Sent from my iPhone

Jan Harrison
Chief Clerk
Oklahoma House of Representatives

On Aug 29, 2013, at 1:59 PM, "Paul Haley" <Paul.Haley@omes.ok.gov> wrote:

J,

The pay application is fine and ready to pay. I gave you the wrong number. It should have been 14027 in lieu of 14026. Sorry...

PH

From: Jan Harrison [<mailto:harrisonja@okhouse.gov>]
Sent: Thursday, August 29, 2013 9:45 AM
To: Paul Haley
Subject: RE: 14026_House Office Remodel(HOR) - ContrPA#1 - Attached

Thank you.

Jan Harrison
Clerk of the House
Oklahoma House of Representatives
Chief Clerk's Office
2300 N. Lincoln Boulevard, Room 109
Oklahoma City, OK 73105
405-557-7303

From: Paul Haley [<mailto:Paul.Haley@omes.ok.gov>]
Sent: Thursday, August 29, 2013 9:22 AM
To: Jan Harrison
Subject: 14026_House Office Remodel(HOR) - ContrPA#1 - Attached

Attached, approved and ready for payment.

Paul M. Haley, Architect
Phone: 405-522-8896
Fax: 405-521-3789
paul.haley@omes.ok.gov

Mailing address:

Physical Address:

State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties Department
P.O. Box 53448
Okla. City, OK 73152-3448

Will Rogers Bldg.
2401 North Lincoln Blvd., Suite 106
Oklahoma City, OK 73105

NOTICE: The information in this email is confidential, legally privileged, and exempt from disclosure under law. It is intended solely for the addressee. Access to this email by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it, is prohibited and unlawful. The Oklahoma House of Reps does not warrant any e-mail transmission received as being virus free, and disclaims any liability for losses or damages arising from the use of this e-mail or its attachments. Recipients of e-mail assume the risk of possible computer virus exposure by opening or utilizing the e-mail and its attachments, and waive any right or recourse against the House by doing so.

11/21/2013
Date



LETTER OF TRANSMITTAL

Date: October 15, 2013

Job#: G80

TO: Oklahoma House of Representatives

ATTN: Jan Harrison

RE: 2013 House of Representatives Remodel

WE ARE SENDING YOU

- ☐ Shop drawings
- ☐ Copy of letter

- ☐ Attached
- ☐ Prints
- ☐ Change order

- ☐ Under separate cover via _____ the following items:
- ☐ Plans
- ☐ Samples
- ☐ Specifications
- ☐ Disk

COPIES	DATE	NO.	DESCRIPTION
1	9/30/13	4	Contractor's Application for Payment #2
1	9/30/13	1	Partial Contractor's Release and Waiver of Lien
1	9/30/13	1	Construction Progress Report

Approved for Payment

BY

DATE

THESE ARE TRANSMITTED as checked below:

4621

- ☐ For approval
- ☐ For your use
- ☐ As requested
- ☐ For review and comment
- ☐ FOR BIDS DUE _____ 20 _____
- ☐ Approved as submitted
- ☐ Approved as noted
- ☐ Returned for corrections
- ☐ For Payment
- ☐ Resubmit _____ copies for approval
- ☐ Submit _____ copies for distribution
- ☐ Return _____ corrected prints
- ☐ PRINTS RETURNED AFTER LOAN TO US

SIGNED Jeanne Hammond

If enclosures are not as noted, kindly notify us at once.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER:

State of Oklahoma
House of Representatives
2300 N. Lincoln Blvd
Oklahoma City, OK

PROJECT:

OKLAHOMA HOUSE OF REPRESENTATIVES
RENOVATION

APPLICATION NO: 02
APPLICATION DATE 9/30/13
PERIOD TO 9/30/2013

Distribution to:

☒ OWNER
☒ ARCHITECT
☒ DESIGN BUILDER

FROM DESIGN BUILDER:

Manhattan Construction Co.
2601 NW Expressway, Ste 300W
OKC, OK 73112

VIA ARCHITECT:

MA Architecture
1000 N. Classen Blvd
Oklahoma City, OK 73118

MCC Project #3587

APPROVED

PAUL M. HALEY, ARCHITECT
CONSTRUCTION AND PROPERTIES DIVISION

CONTRACT FOR: Design Build Service, Cost Plus Fee

CONTRACT DATE:

10-Jun-13

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge

information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

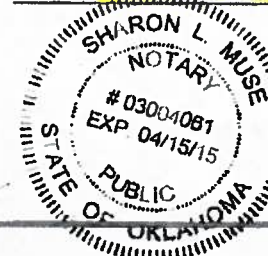
CONTRACTOR.

By: Cory Muir
Cory Muir, Project Manager

Date: September 30, 2013

State of: Oklahoma
County of: Canadian
subscribed and sworn to before
me this 30th day of September 2013

Notary Public: Sharon L. Muse
Sharon L. Muse #03004061



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, we certify to the Owner that to the best of the Architect's knowledge, information and belief 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.

AMOUNT CERTIFIED \$ 519,940

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: Paul M. Haley Date: 10/1/2013
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5072

ORIGINAL CONTRACT SUM	\$	2,200,000
Net change by Change Orders (NA)	\$	0
CONTRACT SUM TO DATE (Line 1 + 2)	\$	2,200,000
TOTAL COMPLETED & STORED TO DATE	\$	1,180,910
(Column G on G703)		
RETAINAGE:		
5 % of Completed Work	\$	39,796
(Column D + E on G703)		
5 % of Stored Material	\$	-
(Column F on G703)		
Total Retainage (Lines 5a - 5b or		
Total in Column I of G703)	\$	39,796
TOTAL EARNED LESS RETAINAGE	\$	1,141,114
(Line 4 less Line 5 Total)		
LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	621,174
CURRENT PAYMENT DUE	\$	519,940
BALANCE TO FINISH, INCLUDING RETAINAGE	\$	1,058,886
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved		
in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order		\$0

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER: State of Oklahoma
House of Representatives
2300 N. Lincoln Blvd
Oklahoma City, OK

PROJECT: OKLAHOMA HOUSE OF REPRESENTATIVES
RENOVATION

FROM DESIGN BUILDER: Manhattan Construction Co.
2601 NW Expressway, Ste 300W
OKC, OK 73112

VIA ARCHITECT: MA+ Architecture
4000 N. Classen Blvd
Oklahoma City, OK 73118

APPLICATION NO: 02
APPLICATION DATE 9/30/13
PERIOD TO 9/30/2013

Distribution to:

X	OWNER
X	ARCHITECT
X	DESIGN BUILDER

MCC Project #3587

CONTRACT FOR: Design Build Services Cost Plus Fee

CONTRACT DATE: 10-Jun-13

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

ORIGINAL CONTRACT SUM	\$	2,200,000
Net change by Change Orders N/A		\$0
CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	2,200,000
TOTAL COMPLETED & STORED TO DATE	\$	1,180,910
(Column G on G703)		
RETAINAGE:		
5 % of Completed Work	\$	39,796
(Column D + E on G703)		
5 % of Stored Material	\$	-
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	39,796
TOTAL EARNED LESS RETAINAGE	\$	1,141,114
(Line 4 Less Line 5 Total)		
LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	621,174
CURRENT PAYMENT DUE	\$	519,940
BALANCE TO FINISH, INCLUDING RETAINAGE	\$	1,058,886
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order		\$0

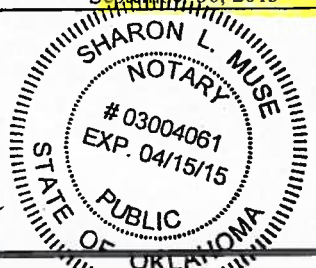
The undersigned Contractor certifies that to the best of the Contractor's knowledge,
information and belief the Work covered by this Application for Payment has been completed
in accordance with the Contract Documents, that all amounts have been paid by the Contractor
for Work for which previous Certificates for Payment were issued and payments received
from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Cory Muir
Cory Muir, Project Manager
State of: Oklahoma
County of: Canadian
subscribed and sworn to before
me this 30TH day of September 2013

Date: September 30, 2013

Notary Public: Sharon L. Muse
Sharon L. Muse #03004061



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data
comprising the application, we certify to the Owner that to the best of the
Architect's knowledge, information and belief 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.

AMOUNT CERTIFIED \$ 519,940

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: Paul B. Meyn Date: 10/1/2013

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the
Contractor named herein. Issuance, payment and acceptance of payment are without
prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

APPLICATION NO: 02

APPLICATION DATE 9/30/13

PERIOD TO 9/30/2013

MCC Project #3587

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	General Conditions								
1	GC's - JOBSITE PERSONNEL/TEMP WORK	294,136	73,534	88,241		161,775	55.0%	132,361	0
2	Staff								
3	PM								
4	Superintendent								
5	Equipment Rental								
6	Dumpsters								
7	Temp & Final Clean								
8	BONDS/INSURANCE/PERMITS	84,957	84,957	0		84,957	100.0%	0	0
9	Design-Builder Bond								
10	Sub-bonds								
11	General Liability Ins.								
12	Builder's Risk								
13	A/E FEE	125,000	93,750	12,500		106,250	85.0%	18,750	0
14	Programming & Conceptual Review								
15	MEP Consultants								
16	95% Construction Documents								
17	100% Construction Documents								
18	Administrations & CA								
19	FEE	58,200	14,550	17,460		32,010	55.0%	26,190	0
	General Construction					0			
20	DEMOLITION/SITWORK	183,928	174,732	0		174,732	95.0%	9,196	8,737
21	Building Selective Demo								
22	Hazmat Testing & Abatement								
23	Temp Protection								
24	Selective Demolition								
25	Infill Floor Voids								
26	Stair Landings								
27	CONCRETE	15,920	0	0		0	0.0%	15,920	0
28	Steel Stair Landings								
29	Infill Slab Floor								

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

APPLICATION NO: 02

APPLICATION DATE 9/30/13

PERIOD TO 9/30/2013

MCC Project #3587

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
30	METALS	111,280	2,500	2,500		5,000	4.5%	106,280	250
31	Steel Stairs								
32	Metal Handrails								
33	WOOD, PLASTICS & COMPOSITES	90,367	0	17,500		17,500	19.4%	72,867	875
34	Rough Carpentry								
35	Millwork and Trim								
36	DOORS, WINDOWS & GLASS	90,646	5,000	0	25,000	30,000	33.1%	60,646	1,500
37	FINISHES	369,289	92,322	147,716		240,038	65.0%	129,251	12,002
38	Framing								
39	Drywall								
40	Tape/Bed/Paint								
41	Flooring								
42	SPECIALTIES	32,950		3,245		3,245	9.8%	29,705	162
45	FURNISHINGS (BLINDS)	26,000		0		0	0.0%	26,000	0
46	FIRE PROTECTION	36,000	3,600	27,000		30,600	85.0%	5,400	1,530
47	MECHANICAL	194,241	48,560	116,545		165,105	85.0%	29,136	8,255
48	HVAC/Plumbing								
49	Exploration/Field Verification								
50	Sanitary & Demo Required (Cut/Cap)								
51	Insulation								
52	Test & Balance								
53	ELECTRICAL	185,284	46,321	83,378		129,699	70.0%	55,585	6,485
54	Electrical								
55	Lighting Package								
56	Fire Alarm								
57	Temp Electric & FA Disconnect								
	Contingency Reconciliation					0			
58	PROJECT CONTINGENCY	100,000		0		0	0.0%	100,000	0
59	OWNER CONTINGENCY	78,036		0		0	0.0%	78,036	0
60	CAUCUS ROOM (Conceptual Budget)	123,766		0		0	0.0%	123,766	0

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

APPLICATION NO: 02

APPLICATION DATE 9/30/13

PERIOD TO 9/30/2013

MCC Project #3587

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					

PARTIAL CONTRACTOR'S RELEASE AND WAIVER OF LIEN

TO: Oklahoma House of Representatives Renovation Project (MCC Job #3587)
State of Oklahoma House of Representatives (Owner)
Application for Payment #02
Application Amount: \$519,940.00

RE: Application and/or invoice(s) for payment dated September 30, 2013 and/or described on Exhibit(s), attached hereto and made a part hereof by reference (Application), covering labor performed and/or material or equipment furnished by, to or on behalf of the undersigned (Contractor) through the date of the Application and/or as described on the exhibit(s) relating to certain improvements know as Oklahoma House of Representatives Renovation Project in Oklahoma City, Oklahoma situated on or about certain real property (Property) located in Oklahoma County, OKLAHOMA, more fully described in an agreement between Owner and Manhattan Construction Company pertaining to construction of the Project (all such labor performed and/or materials or equipment furnished by, to or on behalf of the Contractor being the "Work").

Gentlemen:

The Contractor, for and in consideration of payment of the amount set forth in the Application as being due to Contractor thereunder, such amount being the full and entire payment due Contractor for the Work except for any claims for additional compensation as to which specific notice has been delivered to Manhattan sufficient under the terms of the contract between Manhattan and Owner concerning the Project, does hereby waive, release and discharge the Owner, the Project and the Property from any and all known claims arising out of or relating to the Work, except for the known claims for additional compensation referenced above.

Furthermore, for the same consideration Contractor hereby represents and makes affidavit that, except for bills specifically included in the Application, Contractor has paid in full for all of the Work and Contractor makes this agreement and affidavit for the purpose of inducing Owner to make the payment referenced above, acknowledging that Owner is relying upon the same in making such payment, and Contractor hereby agrees to defend, indemnify and hold harmless the Owner, the Project and the Property from any and all known liens and claims asserted or brought by any workmen, mechanics or materialmen arising out of or relating to the Work.

Executed this the 30th day of September 2013.

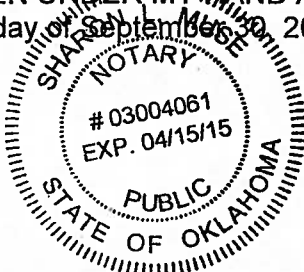
Contractor: **MANHATTAN CONSTRUCTION COMPANY**

By: Cory Muir
Cory Muir, Project Manager
Manhattan Construction Company

THE STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

BEFORE ME, the undersigned authority, on this day personally appeared **Cory Muir**, known to me to be the person whose name is subscribed hereto and having been by me duly sworn upon oath stated and acknowledged that the statements contained in the foregoing Agreement and Affidavit are true and correct; that he is authorized to make this Agreement and Affidavit; and that he executed the foregoing for the purposes and considerations and in the capacity therein stated.

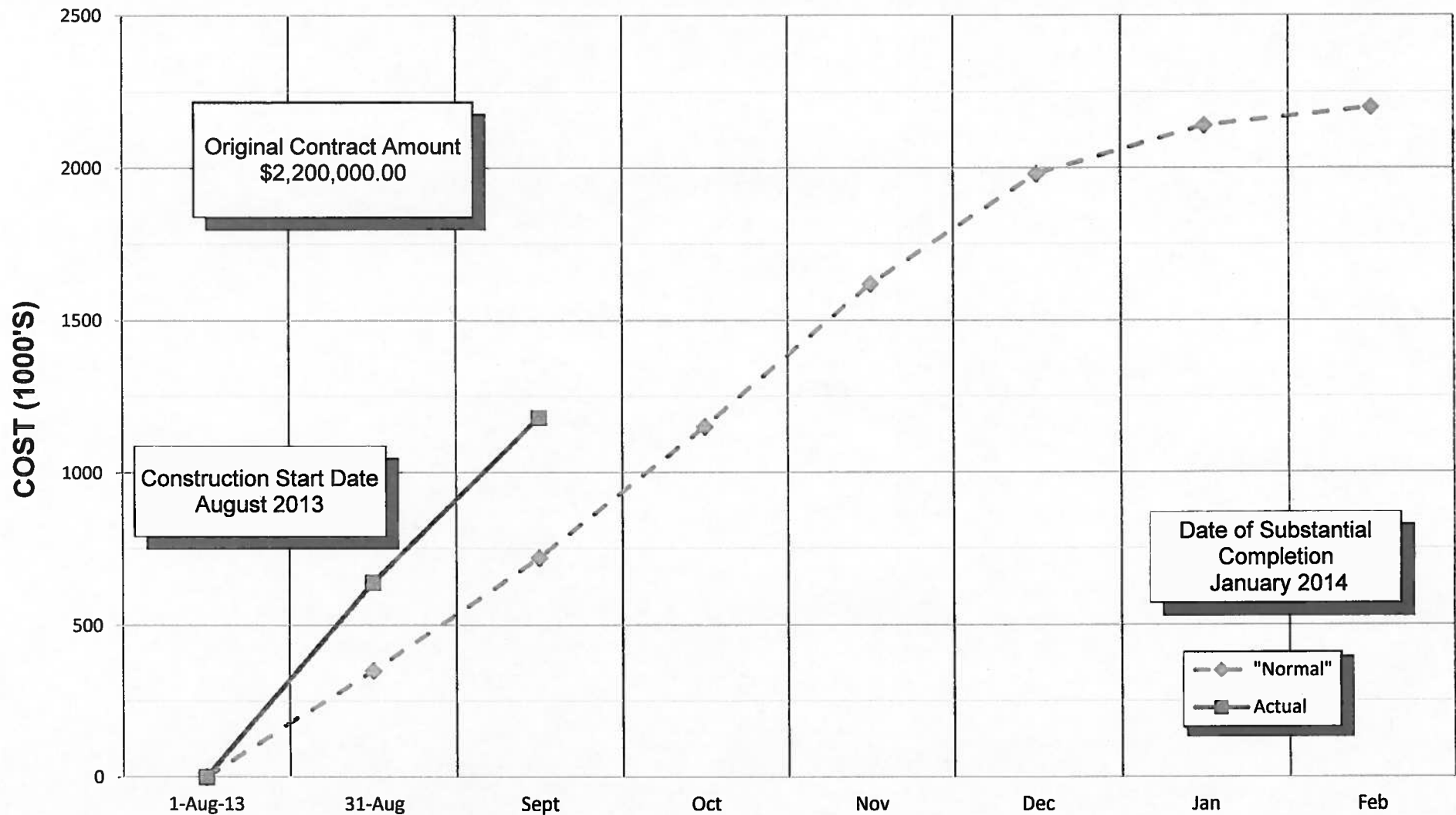
GIVEN UNDER MY HAND AND SEAL OF OFFICE, and SUBSCRIBED and SWORN TO BEFORE ME
this day of September 30, 2013.



Sharon L. Muse
NOTARY PUBLIC IN AND FOR CLEVELAND
COUNTY, OKLAHOMA

Commission Number: # 10008003

Construction Progress Chart 2013 House of Representatives Renovation

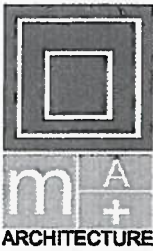


TIME: 6 CALENDAR MONTHS / TIME EXTENSION TO DATE: 0 DAYS / 38% OF LAPSE TIME TO DATE: 53.7% OF COMPLETION



MA+ ARCHITECTURE, L.L.C. 4000 Classen Center, Suite 100N Oklahoma City, Oklahoma 73118
 Phone (405) 525-8806 Fax (405) 525-8807

11/21/2013
Date



LETTER OF TRANSMITTAL

Date: October 31, 2013

Job#: G80

TO: Oklahoma House of Representatives

ATTN: Jan Harrison

RE: 2013 House of Representatives Remodel

WE ARE SENDING YOU

- ☐ Shop drawings
- ☐ Copy of letter

- ☐ Attached
- ☐ Prints
- ☐ Change order

- ☐ Under separate cover via _____ the following items:
- ☐ Plans
- ☐ Samples
- ☐ Specifications
- ☐ Disk

COPIES	DATE	NO.	DESCRIPTION
1	10/31/13	4	Contractor's Application for Payment #3
1	10/31/13	1	Partial Contractor's Release and Waiver of Lien
1	10/31/13	1	Construction Progress Report

Approved for Payment
BY *[Signature]*
DATE 11/21/13

THESE ARE TRANSMITTED as checked below:

4621

- ☐ For approval
- ☐ For your use
- ☐ As requested
- ☐ For review and comment
- ☐ FOR BIDS DUE _____ 20 _____
- ☐ Approved as submitted
- ☐ Approved as noted
- ☐ Returned for corrections
- ☐ For Payment
- ☐ Resubmit _____ copies for approval
- ☐ Submit _____ copies for distribution
- ☐ Return _____ corrected prints
- ☐ PRINTS RETURNED AFTER LOAN TO US

SIGNED Jeanne Hammond

If enclosures are not as noted, kindly notify us at once.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

INV# 3587-03

TO OWNER:

State of Oklahoma
House of Representatives
2300 N. Lincoln Blvd
Oklahoma City, OK

PROJECT:

OKLAHOMA HOUSE OF REPRESENTATIVES
RENOVATION

APPLICATION NO: 03

APPLICATION DATE 10/31/13

PERIOD TO 10/31/2013

Distribution to:

☒ OWNER
☒ ARCHITECT
☒ DESIGN BUILDER

FROM DESIGN BUILDER:

Manhattan Construction Co.
2601 NW Expressway, Ste 300W
OKC, OK 73112

VIA ARCHITECT:

MA+ Architecture
4000 N. Classen Blvd
Oklahoma City, OK 73118

MCC Project #3587

CONTRACT FOR: Design Build Services Cost Plus Fee

CONTRACT DATE: 10-Jun-13

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	2,200,000
2. Net change by Change Orders N/A	\$	\$0
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	2,200,000
4. TOTAL COMPLETED & STORED TO DATE	\$	1,699,877
(Column G on G703)		
5. RETAINAGE:		
a. 5 % of Completed Work	\$	59,980
(Column D + E on G703)		
b. 5 % of Stored Material	\$	-
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	59,980
6. TOTAL EARNED LESS RETAINAGE	\$	1,639,897
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	1,141,114
8. CURRENT PAYMENT DUE	\$	498,783
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	560,103
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order		\$0

The undersigned Contractor certifies that to the best of the Contractor's knowledge,
information and belief the Work covered by this Application for Payment has been completed
in accordance with the Contract Documents, that all amounts have been paid by the Contractor
for Work for which previous Certificates for Payment were issued and payments received
from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Corey Muir
Corey Muir, Project Manager

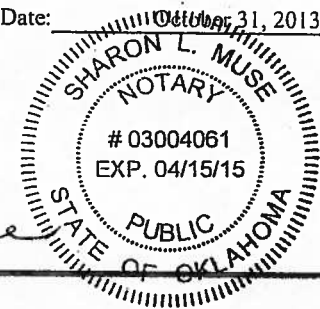
Date: October 31, 2013

State of: Oklahoma
County of: Canadian
subscribed and sworn to before
me this 30TH day of September 2013

Notary Public:

Sharon L. Muse

#03004061



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data
comprising the application, we certify to the Owner that to the best of the
Architect's knowledge, information and belief 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.

AMOUNT CERTIFIED \$ 498,783

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: Paul Meyer

Date: 10/30/13

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the
Contractor named herein. Issuance, payment and acceptance of payment are without
prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

APPLICATION AND CERTIFICATION FOR PAYMENT

MIA DOCUMENT G702

TO OWNER:

State of Oklahoma
House of Representatives
2500 N. Lincoln Blvd
Oklahoma City, OK

PROJECT:

OKLAHOMA HOUSE OF REPRESENTATIVES
RENOVATION

APPLICATION NO: 02

APPLICATION DATE 10/1/13

PERIOD TO 10/31/2013

Distribution:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	DESIGN BUILDER

FROM DESIGN BUILDER:

Manhattan Construction Co.
2601 NW Expressway, Ste 210W
OKC, OK 73112

MIA ARCHITECT:

MAA Architecture
4000 N. Classen Blvd
Oklahoma City, OK 73118

MCC Project: 1557

CONTRACT FOR: Design Build Services Cost Plus Fee

CONTRACT DATE: 10-Jun-13

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, MIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	2,200,000
2. Net change by Change Order No. A	\$	\$0
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	2,200,000
4. TOTAL COMPLETED & STORED TO DATE	\$	1,609,212
(Column G on G703)		
5. RETAINAGE		
a. 5 % of Completed Work	\$	59,980
(Column D - E on G703)		
b. 5 % of Stored Material	\$	
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	59,980
6. TOTAL EARNED LESS RETAINAGE	\$	1,639,212
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	1,141,134
8. CURRENT PAYMENT DUE	\$	498,783
9. BALANCE TO FINISH INCLUDING RETAINAGE	\$	560,142
(Line 7 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order	\$0	\$0

The undersigned Contractor certifies that to the best of the Contractor's knowledge

information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for the Contractor for Work for which previous Certificates for Payment were issued, and payments received from the Owner, and that current payments shown hereon are due.

CONTRACTOR:

By: *Sharon L. Muse*
Comp. Mutr. Project Manager

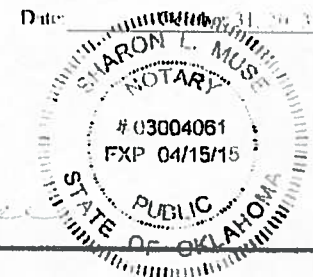
State of Oklahoma
County of: Canadian
subscribed and sworn to before
me this 30TH day of September 2013

Notary Public:

Sharon L. Muse

#03004061

Date: 10/31/2013



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations, and the information comprising the application, we certify to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed in accordance with the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 498,783

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: *Paul M. Hall*

Date: 10/30/13

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein, for use in payment and acceptance of payment, as without prejudice to any right that the Owner or Contractor under the Contract.

OCT 31 2013
Paul M. Hall
PAUL M. HALL, ARCHITECT
CONSTRUCTION AND PROPERTIES DIVISION

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:

State of Oklahoma
House of Representatives
2300 N. Lincoln Blvd
Oklahoma City, OK

PROJECT:

OKLAHOMA HOUSE OF REPRESENTATIVES
RENOVATION

APPLICATION NO: 03

APPLICATION DATE 10/31/13

PERIOD TO 10/31/2013

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	DESIGN BUILDER

FROM DESIGN BUILDER:

Manhattan Construction Co.
2601 NW Expressway, Ste 300W
OKC, OK 73112

VIA ARCHITECT:

MA+ Architecture
4000 N. Classen Blvd
Oklahoma City, OK 73118

MCC Project #3587

CONTRACT FOR: Design Build Services Cost Plus Fee

CONTRACT DATE: 10-Jun-13

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	2,200,000
2. Net change by Change Orders N/A		\$0
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	2,200,000
4. TOTAL COMPLETED & STORED TO DATE	\$	1,699,877
(Column G on G703)		
5. RETAINAGE:		
a. 5 % of Completed Work	\$	59,980
(Column D + E on G703)		
b. 5 % of Stored Material	\$	-
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)		
	\$	59,980
6. TOTAL EARNED LESS RETAINAGE	\$	1,639,897
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	1,141,114
8. CURRENT PAYMENT DUE	\$	498,783
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	560,103
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order		\$0

The undersigned Contractor certifies that to the best of the Contractor's knowledge,
information and belief the Work covered by this Application for Payment has been completed
in accordance with the Contract Documents, that all amounts have been paid by the Contractor
for Work for which previous Certificates for Payment were issued and payments received
from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Gory Muir
Gory Muir, Project Manager

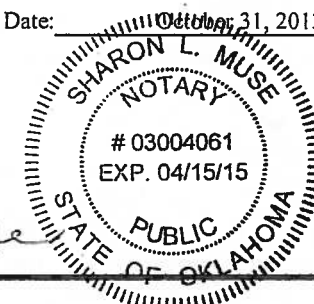
Date: October 31, 2013

State of: Oklahoma
County of: Canadian
subscribed and sworn to before
me this 30TH day of September 2013

Notary Public:

Sharon L. Muse

#03004061



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data
comprising the application, we certify to the Owner that to the best of the
Architect's knowledge, information and belief 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.

AMOUNT CERTIFIED \$ 498,783

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: Paul B. MeyerDate: 10/30/13

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the
Contractor named herein. Issuance, payment and acceptance of payment are without
prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

APPLICATION NO: 03

APPLICATION DATE 10/31/13

PERIOD TO 10/31/2013

MCC Project #3587

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	General Conditions								
1	GC's - JOBSITE PERSONNEL/TEMP WORK	294,136	161,775	88,241		250,016	85.0%	44,120	0
2	Staff								
3	PM								
4	Superintendent								
5	Equipment Rental								
6	Dumpsters								
7	Temp & Final Clean								
8	BONDS/INSURANCE/PERMITS	84,957	84,957	0		84,957	100.0%	0	0
9	Design-Builder Bond								
10	Sub-bonds								
11	General Liability Ins.								
12	Builder's Risk								
13	A/E FEE	125,000	106,250	12,500		118,750	95.0%	6,250	0
14	Programming & Conceptual Review								
15	MEP Consultants								
16	95% Construction Documents								
17	100% Construction Documents								
18	Administrations & CA								
19	FEE	58,200	32,010	14,550		46,560	80.0%	11,640	0
	General Construction					0			
20	DEMOLITION/SITWORK	183,928	174,732	0		174,732	95.0%	9,196	8,737
21	Building Selective Demo								
22	Hazmat Testing & Abatement								
23	Temp Protection								
24	Selective Demolition								
25	Infill Floor Voids								
26	Stair Openings								
27	CONCRETE	15,920	0	15,125		15,125	95.0%	795	756
28	Steel Stair Landings								
29	Infill Slab Floor								

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 03

Contractor's signed certification is attached.

APPLICATION DATE 10/31/13

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO 10/31/2013

Use Column I on Contracts where variable retainage for line items may apply.

MCC Project #3587

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
30	METALS	111,280	5,000	89,550		94,550	85.0%	16,730	4,728
31	Steel Stairs								
32	Metal Handrails								
33	WOOD, PLASTICS & COMPOSITES	90,367	17,500	63,800		81,300	90.0%	9,067	4,065
34	Rough Carpentry								
35	Millwork and Trim								
36	DOORS, WINDOWS & GLASS	90,646	30,000	47,050		77,050	85.0%	13,596	3,853
37	FINISHES	369,289	240,038	92,500		332,538	90.0%	36,751	16,627
38	Framing								
39	Drywall								
40	Tape/Bed/Paint								
41	Flooring								
42	SPECIALTIES	32,950	3,245	6,650		9,895	30.0%	23,055	495
45	FURNISHINGS (BLINDS)	26,000		19,500		19,500	75.0%	6,500	975
46	FIRE PROTECTION	36,000	30,600	3,600		34,200	95.0%	1,800	1,710
47	MECHANICAL	194,241	165,105	19,500		184,605	95.0%	9,636	9,230
48	HVAC/Plumbing								
49	Exploration/Field Verification								
50	Sanitary & Demo Required (Cut/Cap)								
51	Insulation								
52	Test & Balance								
53	ELECTRICAL	185,284	129,699	46,400		176,099	95.0%	9,185	8,805
54	Electrical								
55	Lighting Package								
56	Fire Alarm								
57	Temp Electric & FA Disconnect								
	Contingency Reconciliation					0			
58	PROJECT CONTINGENCY	100,000		0		0	0.0%	100,000	0
59	OWNER CONTINGENCY	78,036		0		0	0.0%	78,036	0

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

APPLICATION NO: 03

APPLICATION DATE 10/31/13

PERIOD TO 10/31/2013

MCC Project #3587

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
60	CAUCUS ROOM (Conceptual Budget)	123,766		0		0	0.0%	123,766	0
Totals		\$2,200,000	\$1,180,911	\$518,966	\$0	\$1,699,877	77.3%	\$500,123	\$59,980

PARTIAL CONTRACTOR'S RELEASE AND WAIVER OF LIEN

TO: Oklahoma House of Representatives Renovation Project (MCC Job #3587)
State of Oklahoma House of Representatives (Owner)
Application for Payment #03
Application Amount: \$498,783.00

RE: Application and/or invoice(s) for payment dated September 30, 2013 and/or described on Exhibit(s), attached hereto and made a part hereof by reference (Application), covering labor performed and/or material or equipment furnished by, to or on behalf of the undersigned (Contractor) through the date of the Application and/or as described on the exhibit(s) relating to certain improvements know as Oklahoma House of Representatives Renovation Project in Oklahoma City, Oklahoma situated on or about certain real property (Property) located in Oklahoma County, OKLAHOMA, more fully described in an agreement between Owner and Manhattan Construction Company pertaining to construction of the Project (all such labor performed and/or materials or equipment furnished by, to or on behalf of the Contractor being the "Work").

Gentlemen:

The Contractor, for and in consideration of payment of the amount set forth in the Application as being due to Contractor thereunder, such amount being the full and entire payment due Contractor for the Work except for any claims for additional compensation as to which specific notice has been delivered to Manhattan sufficient under the terms of the contract between Manhattan and Owner concerning the Project, does hereby waive, release and discharge the Owner, the Project and the Property from any and all known claims arising out of or relating to the Work, except for the known claims for additional compensation referenced above.

Furthermore, for the same consideration Contractor hereby represents and makes affidavit that, except for bills specifically included in the Application, Contractor has paid in full for all of the Work and Contractor makes this agreement and affidavit for the purpose of inducing Owner to make the payment referenced above, acknowledging that Owner is relying upon the same in making such payment, and Contractor hereby agrees to defend, indemnify and hold harmless the Owner, the Project and the Property from any and all known liens and claims asserted or brought by any workmen, mechanics or materialmen arising out of or relating to the Work.

Executed this the 31st day of October 2013.

Contractor: MANHATTAN CONSTRUCTION COMPANY

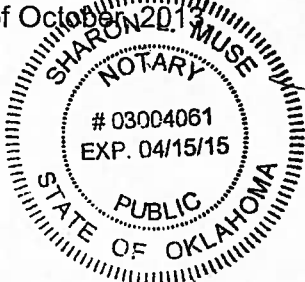
By: _____

Cory Muir
Cory Muir, Project Manager
Manhattan Construction Company

THE STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

BEFORE ME, the undersigned authority, on this day personally appeared **Cory Muir**, known to me to be the person whose name is subscribed hereto and having been by me duly sworn upon oath stated and acknowledged that the statements contained in the foregoing Agreement and Affidavit are true and correct; that he is authorized to make this Agreement and Affidavit; and that he executed the foregoing for the purposes and considerations and in the capacity therein stated.

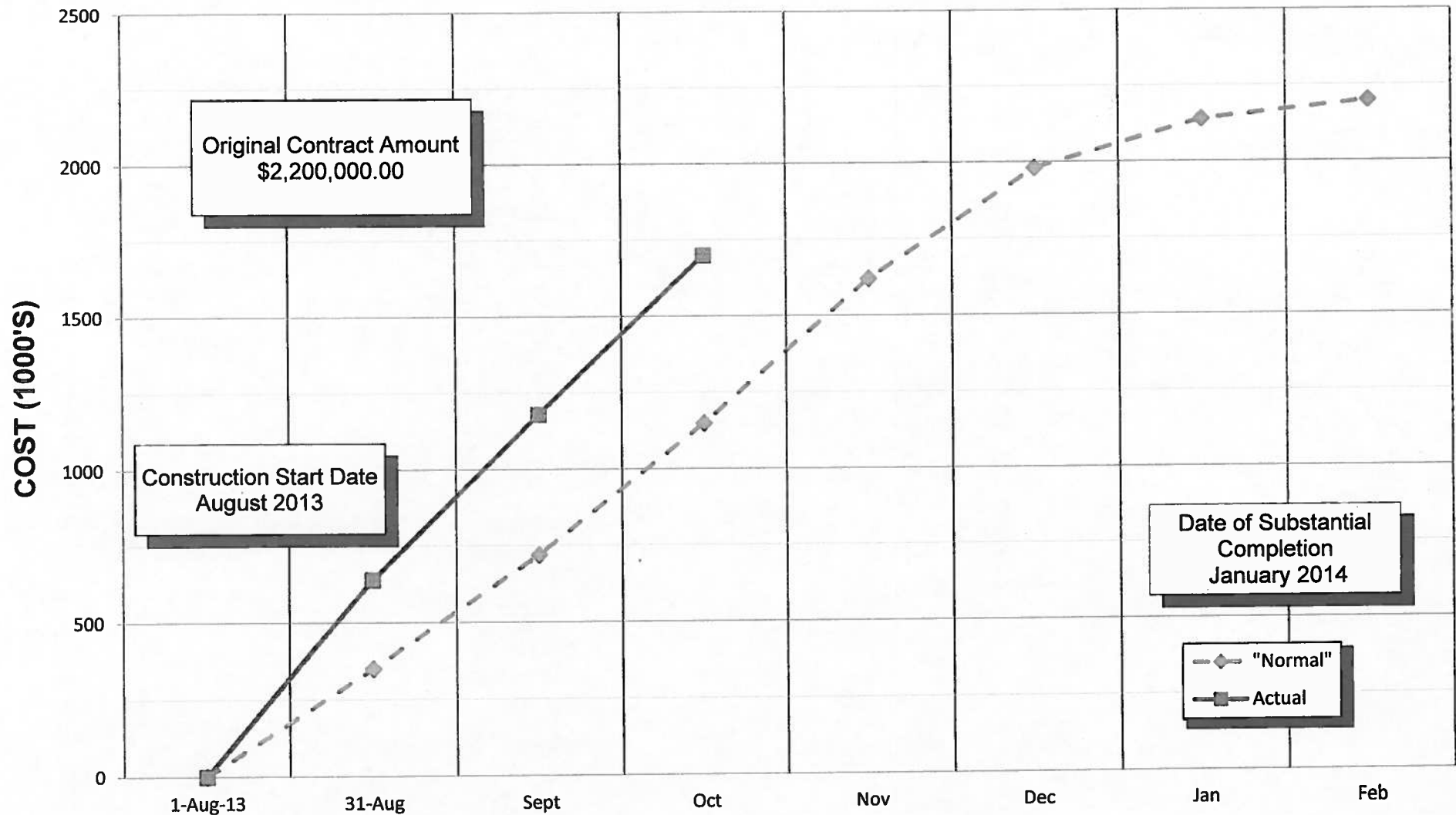
GIVEN UNDER MY HAND AND SEAL OF OFFICE, and SUBSCRIBED and SWORN TO BEFORE ME
this 31st day of October 2013.



Sharon L. Muse
NOTARY PUBLIC IN AND FOR CADDIS
COUNTY, OKLAHOMA

Commission Number: # 03040061

Construction Progress Chart 2013 House of Representatives Renovation

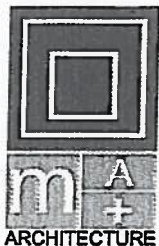


TIME: 6 CALENDAR MONTHS / TIME EXTENSION TO DATE: 0 DAYS / 51% OF LAPSE TIME TO DATE: 77.3% OF COMPLETION



MA+ ARCHITECTURE, L.L.C. 4000 Classen Center, Suite 100N Oklahoma City, Oklahoma 73118
 Phone (405) 525-8806 Fax (405) 525-8807

01/13/2014
Date



LETTER OF TRANSMITTAL

Date: December 12, 2013

Job#: G80

TO: Oklahoma House of Representatives

ATTN: Jan Harrison

RE: 2013 House of Representatives Remodel

WE ARE SENDING YOU

- ☐ Shop drawings
- ☐ Copy of letter

- ☐ Attached
- ☐ Prints
- ☐ Change order

- ☐ Under separate cover via _____ the following items:
- ☐ Plans
- ☐ Samples
- ☐ Specifications
- ☐ Disk

COPIES	DATE	NO.	DESCRIPTION
1	11/30/13	4	Contractor's Application for Payment #4
1	12/09/13	1	Partial Contractor's Release and Waiver of Lien
1	11/30/13	1	Construction Progress Report

THESE ARE TRANSMITTED as checked below:

- ☐ For approval
- ☐ For your use
- ☐ As requested
- ☐ For review and comment
- ☐ FOR BIDS DUE _____ 20 _____
- ☐ Approved as submitted
- ☐ Approved as noted
- ☐ Returned for corrections
- ☐ For Payment
- ☐ Resubmit _____ copies for approval
- ☐ Submit _____ copies for distribution
- ☐ Return _____ corrected prints
- ☐ PRINTS RETURNED AFTER LOAN TO US

SIGNED Jeanne Hammond

If enclosures are not as noted, kindly notify us at once.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

Inv# 3587-04

TO OWNER:

State of Oklahoma
House of Representatives
2300 N. Lincoln Blvd
Oklahoma City, OK

PROJECT:

OKLAHOMA HOUSE OF REPRESENTATIVES
RENOVATION

APPLICATION NO: 04

APPLICATION DATE 12/9/13

PERIOD TO 11/30/2013

Distribution to:

☒ OWNER
☒ ARCHITECT
☒ DESIGN BUILDER

FROM DESIGN BUILDER:

Manhattan Construction Co.
2601 NW Expressway, Ste 300W
OKC, OK 73112

VIA ARCHITECT:

MA+ Architecture
4000 N. Classen Blvd
Oklahoma City, OK 73118

MCC Project #3587

4621

Approved for Payment

BY: *[Signature]*

DATE 1/13/14

CONTRACT FOR: Design Build Services Cost Plus Fee

CONTRACT DATE:

10-Jun-13

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	2,200,000
2. Net change by Change Orders N/A		\$0
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	2,200,000
4. TOTAL COMPLETED & STORED TO DATE	\$	1,844,540
(Column G on G703)		
5. RETAINAGE:		
a. 5 % of Completed Work	\$	65,300
(Column D + E on G703)		
b. 5 % of Stored Material	\$	-
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	65,300
6. TOTAL EARNED LESS RETAINAGE	\$	1,779,240
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	1,639,897
8. CURRENT PAYMENT DUE	\$	139,343
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	420,760
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order		\$0

AIA DOCUMENT G702 + APPLICATION AND CERTIFICATION FOR PAYMENT + 1992 EDITION + AIA 1992

The undersigned Contractor certifies that to the best of the Contractor's knowledge,

information and belief the Work covered by this Application for Payment has been completed
in accordance with the Contract Documents, that all amounts have been paid by the Contractor
for Work for which previous Certificates for Payment were issued and payments received
from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: *[Signature]*

Cory Muir, Project Manager

State of: Oklahoma

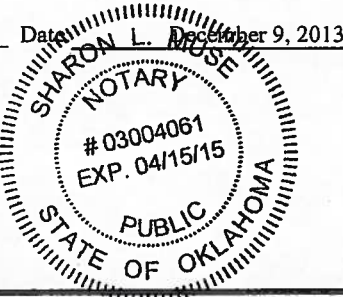
County of: Canadian

subscribed and sworn to before
me this 30TH day of September 2013

Notary Public: *[Signature]*

Sharon L. Muse

#03004061



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data
comprising the application, we certify to the Owner that to the best of the
Architect's knowledge, information and belief 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.

AMOUNT CERTIFIED \$ 139,343

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: *[Signature]*

Date: 12/12/13

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the
Contractor named herein. Issuance, payment and acceptance of payment are without
prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:

State of Oklahoma
House of Representatives
2300 N. Lincoln Blvd
Oklahoma City, OK

PROJECT:

OKLAHOMA HOUSE OF REPRESENTATIVES
RENOVATION

APPLICATION NO. 04

APPLICATION DATE 12/9/13

PERIOD TO 11/30/2013

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	DESIGN BUILDER

FROM DESIGN BUILDER:

Manhattan Construction Co.
2601 NW Expressway, Ste 300W
OKC, OK 73112

VIA ARCHITECT:

MA+ Architecture

4000 N. Classen Blvd

Oklahoma City, OK 73118

CONSTRUCTION AND PROPERTY ARCHITECTS

MCC Project #3587

CONTRACT FOR: Design Build Services Cost Plus Fee

CONTRACT DATE:

10-Jun-13

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge,

information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR.

By:

Cory Muir, Project Manager

State of: Oklahoma

County of: Canadian

subscribed and sworn to before

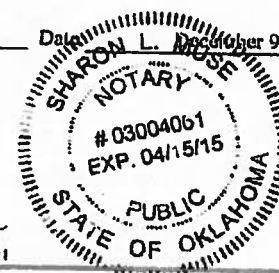
me this 30TH day of September 2013

Notary Public:

Sharon L. Musc

#03004061

Date: Sharon L. Musc, October 9, 2013



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, we certify to the Owner that to the best of the Architect's knowledge, information and belief 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.

AMOUNT CERTIFIED \$ 139,343

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By:

Date:

12/11/13

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006-1392

1 ORIGINAL CONTRACT SUM	\$	2,200,000
2 Net change by Change Orders N/A	\$	\$0
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$	2,200,000
4 TOTAL COMPLETED & STORED TO DATE	\$	1,944,540
(Column G on G703)		
5 RETAINAGE		
a. 5 % of Completed Work	\$	65,300
(Column D + E on G703)		
b. 5 % of Stored Material	\$	-
(Column F on G703)		
Total Retainage (Lines 5a + 5b)		
Total in Column I on G703	\$	65,300
6 TOTAL EARNED LESS RETAINAGE	\$	1,779,240
(Line 4 Less Line 5 Total)		
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,639,897
8 CURRENT PAYMENT DUE	\$	139,343
9 BALANCE TO FINISH, INCLUDING RETAINAGE	\$	420,760
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order		\$0

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

APPLICATION NO: 04

APPLICATION DATE 12/9/13

PERIOD TO 11/30/2013

MCC Project #3587

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	General Conditions								
1	GC's - JOBSITE PERSONNEL/TEMP WORK	294,136	250,016	29,500		279,516	95.0%	14,620	0
2	Staff								
3	PM								
4	Superintendent								
5	Equipment Rental								
6	Dumpsters								
7	Temp & Final Clean								
8	BONDS/INSURANCE/PERMITS	84,957	84,957	0		84,957	100.0%	0	0
9	Design-Builder Bond								
10	Sub-bonds								
11	General Liability Ins.								
12	Builder's Risk								
13	A/E FEE	125,000	118,750	0		118,750	95.0%	6,250	0
14	Programming & Conceptual Review								
15	MEP Consultants								
16	95% Construction Documents								
17	100% Construction Documents								
18	Administrations & CA								
19	FEE	58,200	46,560	8,750		55,310	95.0%	2,890	0
	General Construction					0			
20	DEMOLITION/SITWORK	183,928	174,732	9,196		183,928	100.0%	0	9,196
21	Building Selective Demo								
22	Hazmat Testing & Abatement								
23	Temp Protection								
24	Selective Demolition								
25	Infill Floor Voids								
26	Stair Openings								
27	CONCRETE	15,920	15,125	795		15,920	100.0%	0	796
28	Steel Stair Landings								
29	Infill Slab Floor								

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 04

Contractor's signed certification is attached.

APPLICATION DATE 12/9/13

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO 11/30/2013

Use Column I on Contracts where variable retainage for line items may apply.

MCC Project #3587

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
30	METALS	111,280	94,550	11,150		105,700	95.0%	5,580	5,285
31	Steel Stairs								
32	Metal Handrails								
33	WOOD, PLASTICS & COMPOSITES	90,367	81,300	4,550		85,850	95.0%	4,517	4,293
34	Rough Carpentry								
35	Millwork and Trim								
36	DOORS, WINDOWS & GLASS	90,646	77,050	13,596		90,646	100.0%	0	4,532
37	FINISHES	369,289	332,538	18,250		350,788	95.0%	18,501	17,539
38	Framing								
39	Drywall								
40	Tape/Bed/Paint								
41	Flooring								
42	SPECIALTIES	32,950	9,895	23,055		32,950	100.0%	0	1,648
45	FURNISHINGS (BLINDS)	26,000	19,500	5,200		24,700	95.0%	1,300	1,235
46	FIRE PROTECTION	36,000	34,200	1,800		36,000	100.0%	0	1,800
47	MECHANICAL	194,241	184,605	9,636		194,241	100.0%	0	9,712
48	HVAC/Plumbing								
49	Exploration/Field Verification								
50	Sanitary & Demo Required (Cut/Cap)								
51	Insulation								
52	Test & Balance								
53	ELECTRICAL	185,284	176,099	0	9,185	185,284	100.0%	0	9,264
54	Electrical								
55	Lighting Package								
56	Fire Alarm								
57	Temp Electric & FA Disconnect								
	Contingency Reconciliation					0			
58	PROJECT CONTINGENCY	100,000		0		0	0.0%	100,000	0
59	OWNER CONTINGENCY	78,036		0		0	0.0%	78,036	0

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.

APPLICATION NO: 04
APPLICATION DATE 12/9/13
PERIOD TO 11/30/2013
MCC Project #3587

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D - E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
60	CAUCUS ROOM (Conceptual Budget)	123,766		0		0	0.0%	123,766	0
	Totals								
		\$2,200,000	\$1,699,877	\$135,478	\$9,185	\$1,844,540	83.8%	\$355,460	\$65,300

PARTIAL CONTRACTOR'S RELEASE AND WAIVER OF LIEN

TO: Oklahoma House of Representatives Renovation Project (MCC Job #3587)
State of Oklahoma House of Representatives (Owner)
Application for Payment # 04
Application Amount: \$139,343.00

RE: Application and/or invoice(s) for payment dated September 30, 2013 and/or described on Exhibit(s), attached hereto and made a part hereof by reference (Application), covering labor performed and/or material or equipment furnished by, to or on behalf of the undersigned (Contractor) through the date of the Application and/or as described on the exhibit(s) relating to certain improvements know as Oklahoma House of Representatives Renovation Project in Oklahoma City, Oklahoma situated on or about certain real property (Property) located in Oklahoma County, OKLAHOMA, more fully described in an agreement between Owner and Manhattan Construction Company pertaining to construction of the Project (all such labor performed and/or materials or equipment furnished by, to or on behalf of the Contractor being the "Work").

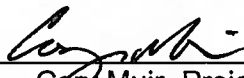
Gentlemen:

The Contractor, for and in consideration of payment of the amount set forth in the Application as being due to Contractor thereunder, such amount being the full and entire payment due Contractor for the Work except for any claims for additional compensation as to which specific notice has been delivered to Manhattan sufficient under the terms of the contract between Manhattan and Owner concerning the Project, does hereby waive, release and discharge the Owner, the Project and the Property from any and all known claims arising out of or relating to the Work, except for the known claims for additional compensation referenced above.

Furthermore, for the same consideration Contractor hereby represents and makes affidavit that, except for bills specifically included in the Application, Contractor has paid in full for all of the Work and Contractor makes this agreement and affidavit for the purpose of inducing Owner to make the payment referenced above, acknowledging that Owner is relying upon the same in making such payment, and Contractor hereby agrees to defend, indemnify and hold harmless the Owner, the Project and the Property from any and all known liens and claims asserted or brought by any workmen, mechanics or materialmen arising out of or relating to the Work.

Executed this the 9th day of December 2013.

Contractor: **MANHATTAN CONSTRUCTION COMPANY**

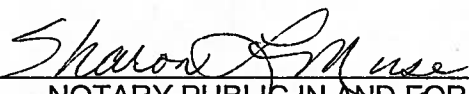
By: 
Cory Muir, Project Manager
Manhattan Construction Company

THE STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

BEFORE ME, the undersigned authority, on this day personally appeared **Cory Muir**, known to me to be the person whose name is subscribed hereto and having been by me duly sworn upon oath stated and acknowledged that the statements contained in the foregoing Agreement and Affidavit are true and correct; that he is authorized to make this Agreement and Affidavit; and that he executed the foregoing for the purposes and considerations and in the capacity therein stated.

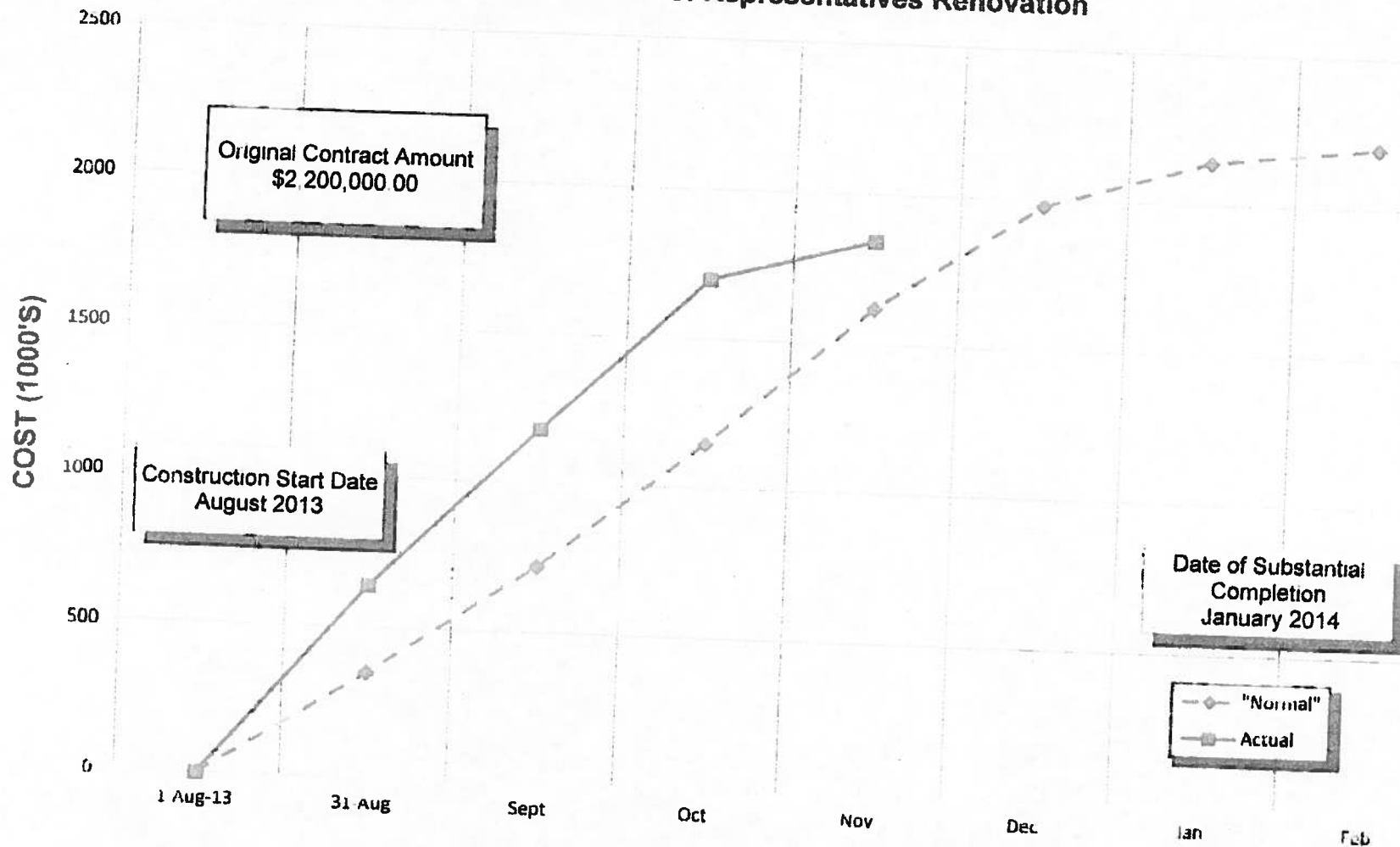
GIVEN UNDER MY HAND AND SEAL OF OFFICE, and SUBSCRIBED and SWORN TO BEFORE ME
this 9th day of December, 2013.




NOTARY PUBLIC IN AND FOR CADDIS
COUNTY, OKLAHOMA

Commission Number: # 03040061

Construction Progress Chart **2013 House of Representatives Renovation**



TIME: 6 CALENDAR MONTHS / TIME EXTENSION TO DATE: 0 DAYS / 78% OF LAPSE TIME TO DATE: 83.80% OF COMPLETION

MA+ ARCHITECTURE L.L.C. 4000 Classen Center, Suite 100N Oklahoma City, Oklahoma 73118
 Phone (405) 525-8806 Fax (405) 525-8807

Claim Jacket Voucher Form

Address: 2601 Nw Expwy Ste 300W
Oklahoma City, OK 73112

Alt. Name:

Vend ID: 0000056126 LOC: 0002

ASSIGNMENT SECTION


ASSIGNEE:

Vend ID: LOC:

I hereby assign this claim to the above assignee and authorize the State Treasurer to issue a warrant in payment to said assignee.

Agency, Board, Comm., Dept.:

House of Representatives

 83,613.00	42200	16053	2/24/12
TOTAL CLAIM AMOUNT	AGENCY BUSINESS UNIT	CLAIM VOUCHER NO.	WARRANT NO. DATE

OSF - AUDITED BY:

INVOICE NO.	INVOICE DATE
3587-05	12/31/2013

Description	Claim #: 1045
--------------------	----------------------

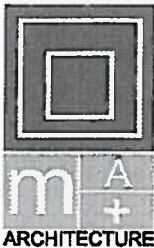
[illegible]**AGENCY USE:**

I hereby approve this claim for payment and certify it complies with the purchasing laws of this State.

Agency's Approving Officer

COMPTROLLER
Title

02/19/2014
Date



LETTER OF TRANSMITTAL

Date: January 3, 2013

Job#: G80

TO: Oklahoma House of Representatives

ATTN: Jan Harrison

RE: 2013 House of Representatives Remodel

WE ARE SENDING YOU

- ☐ Shop drawings
- ☐ Copy of letter

- ☐ Attached
- ☐ Prints
- ☐ Change order

☐ Under separate cover via _____ the following items:

- ☐ Plans
- ☐ Samples
- ☐ Specifications
- ☐ Disk

COPIES	DATE	NO.	DESCRIPTION
1	12/31/13	4	Contractor's Application for Payment #5
1	12/31/13	1	Partial Contractor's Release and Waiver of Lien
1	12/31/13	1	Construction Progress Report

THESE ARE TRANSMITTED as checked below:

- ☐ For approval
- ☐ For your use
- ☐ As requested
- ☐ For review and comment
- ☐ FOR BIDS DUE _____ 20 _____
- ☐ Approved as submitted
- ☐ Approved as noted
- ☐ Returned for corrections
- ☐ For Payment
- ☐ Resubmit _____ copies for approval
- ☐ Submit _____ copies for distribution
- ☐ Return _____ corrected prints
- ☐ PRINTS RETURNED AFTER LOAN TO US

SIGNED Jeanne Hammond

If enclosures are not as noted, kindly notify us at once.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:

State of Oklahoma
House of Representatives
2300 N. Lincoln Blvd
Oklahoma City, OK

FROM DESIGN BUILDER:

Manhattan Construction Co.
2601 NW Expressway, Ste 300W
OKC, OK 73112

PROJECT:

OKLAHOMA HOUSE OF REPRESENTATIVES
RENOVATION

VIA ARCHITECT:

MA+ Architecture
4000 N. Classen Blvd
Oklahoma City, OK 73118

APPLICATION NO: 05
APPLICATION DATE 1/2/14
PERIOD TO 12/31/2013

Distribution to:

X	OWNER
X	ARCHITECT
X	DESIGN BUILDER

MCC Project #3587

CONTRACT FOR: Design Build Services Cost Plus Fee

CONTRACT DATE: 10-Jun-13

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	2,200,000
2. Net change by Change Orders N/A		\$0
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	2,200,000
4. TOTAL COMPLETED & STORED TO DATE	\$	1,931,442
(Column G on G703)		
5. RETAINAGE:		
a. 5 % of Completed Work	\$	68,689
(Column D + E on G703)		
b. 5 % of Stored Material	\$	-
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	68,689
6. TOTAL EARNED LESS RETAINAGE	\$	1,862,753
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	1,779,240
8. CURRENT PAYMENT DUE	\$	83,513
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	337,247
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved		
in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order		\$0

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT • 1992 EDITION • AIA 1992

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

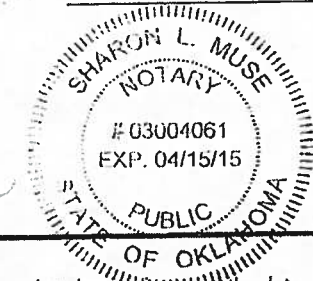
CONTRACTOR:

By: *Cory Mair*
Cory Mair, Project Manager

Date: December 31, 2013

State of: Oklahoma
County of: Canadian
subscribed and sworn to before
me this 31st day of December 2013

Notary Public: *Sharon L. Muse*
Sharon L. Muse #03004061



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the application, we certify to the Owner that to the best of the Architect's knowledge, information and belief the Work is in accordance with the Contract Documents and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 83,513

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: *John Hickman*

Date: 1-3-14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

NOTE: This invoice was not signed by T.W. Shannon prior to his resignation as Spaker. Since the invoice is dated prior to Spaker Hickman taking office, I have been

Sharon L. Muse

1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 26

PRODICI

CALIFORNIA HOUSE OF REPRESENTATIVES
RENOVATION

APPLICATION NO. 05
APPLICATION DATE 1.9.11
CIPRO 10.12.11.01

13. *Chelidonium majus* L.

X	OWNER
X	ARCHITECT
X	DESIGN PROFESSIONAL

VIA ARCHITECTS

Manhattan Construction Co.
1601 NW Expressway, Ste. 300W
OKC, OK 73112

MA: Architecture
4000 N. Classen Blvd
Oklahoma City, Ok 7

118 JAN 17 2014
L. A. Klep
FBI - BOSTON
COMMUNICATIONS SECTION

CONTRACTOR: Boston Build Services Cost Plus Fee

CONTRACT DATE: 10-Aug-13

The undersigned Contractor certifies that to the best of the Contractor's knowledge:

Application is made for payment as shown below, in connection with the Contract.
Continuation Sheet AIA Document G703 is attached.

information and believe the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for the Contract Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACT FOR

132

Cory Muir, Project Manager

State of Oklahoma.

County of: Canadian

subscribed and sworn to before

on this 31st day of December 2015

Newry Public:

Sharon L. Mues

1734000

NOTARY PUBLIC
JULY 1981
EXP 04/15/83
STATE OF OKLAHOMA

to accordance with the Contract Documents, based on one or more observations of the data

comprising the application, we certify to the Owner that to the best of the Architect's knowledge, information and belief: (1) 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 SET FORTH.

MODEL CRIMINAL	\$	83.51
----------------	----	-------

For each explanation that cannot be tied directly from the rule to apply, it will fall under "Other Application" and go to the Explanation Sheet that are changed to conform to the rule not covered.

13-

that Certificate of Title is obtainable. The AMOUNT OF CLAIMED is payable only to the Contractor, and heretofore no payment and acceptance of payment in full without payment to the rights of the Owner or Contractor under this contract.

THE UNIVERSITY OF CHICAGO PRESS

1. ORIGINAL CONTRACT SUM	\$	2,200,000
2. Net change by Change Orders Net		0
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	2,200,000
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,911,413
5. RETAINAGE		
a. 5% of Completed Work (Column D + F on G703)	\$	66,689
b. 5% of Stored Material (Column E on G703)	\$	
Total Retainage (Lines 5a + 5b) (Total in Column F of G703)	\$	66,689
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	1,844,723
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,292,210
8. CURRENT PAYMENT DUE	\$	812,513
9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 6 less Line 8)	\$	1,032,210

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous month by Owner		\$0	\$0
Total approved this Month		\$0	\$0
TOTALS		\$0	\$0
NET CHANGES by Change Order			\$0

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:

State of Oklahoma
House of Representatives
2300 N. Lincoln Blvd
Oklahoma City, OK

FROM DESIGN BUILDER:

Manhattan Construction Co.
2601 NW Expressway, Ste 300W
OKC, OK 73112

PROJECT:

OKLAHOMA HOUSE OF REPRESENTATIVES
RENOVATION

VIA ARCHITECT:

MA+ Architecture
4000 N. Classen Blvd
Oklahoma City, OK 73118

APPLICATION NO: 05
APPLICATION DATE 1/2/14
PERIOD TO 12/31/2013

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	DESIGN BUILDER

MCC Project #3587

CONTRACT FOR: Design Build Services Cost Plus Fee

CONTRACT DATE: 10-Jun-13

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	2,200,000
2. Net change by Change Orders N/A		\$0
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	2,200,000
4. TOTAL COMPLETED & STORED TO DATE	\$	1,931,442
(Column G on G703)		
5. RETAINAGE:		
a. 5 % of Completed Work	\$	68,689
(Column D + E on G703)		
b. 5 % of Stored Material	\$	-
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	68,689
6. TOTAL EARNED LESS RETAINAGE	\$	1,862,753
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,779,240
8. CURRENT PAYMENT DUE	\$	83,513
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	337,247
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order		\$0

The undersigned Contractor certifies that to the best of the Contractor's knowledge,

information and belief the Work covered by this Application for Payment has been completed
in accordance with the Contract Documents, that all amounts have been paid by the Contractor
for Work for which previous Certificates for Payment were issued and payments received
from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Cory Muir, Project Manager

Date: December 31, 2013

State of: Oklahoma

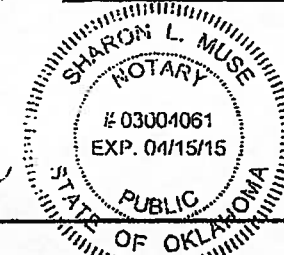
County of: Canadian

subscribed and sworn to before
me this 31st day of December 2013

Notary Public:

Sharon L. Muse

#03004061



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data
comprising the application, we certify to the Owner that to the best of the
Architect's knowledge, information and belief 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.

AMOUNT CERTIFIED \$ 83,513

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By:

The Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the
Contractor named herein. Issuance, payment and acceptance of payment are without
prejudice to any rights of the Owner or Contractor under this Contract.

Date:

1-3-14

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

APPLICATION NO: 05

APPLICATION DATE 1/2/14

PERIOD TO 12/31/2013

MCC Project #3587

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G : C)		
	General Conditions								
1	GC's - JOBSITE PERSONNEL/TEMP WORK	294,136	279,516	14,620		294,136	100.0%	0	0
2	Staff								
3	PM								
4	Superintendent								
5	Equipment Rental								
6	Dumpsters								
7	Temp & Final Clean								
8	BONDS/INSURANCE/PERMITS	84,957	84,957	0		84,957	100.0%	0	0
9	Design-Builder Bond								
10	Sub-bonds								
11	General Liability Ins.								
12	Builder's Risk								
13	A/E FEE	125,000	118,750	3,000		121,750	97.4%	3,250	0
14	Programming & Conceptual Review								
15	M/E/P Consultants								
16	95% Construction Documents								
17	100% Construction Documents								
18	Administrations & CA								
19	FEE	58,200	55,310	1,500		56,810	97.6%	1,390	0
	General Construction								
20	DEMOLITION/SITWORK	183,928	183,928	0		183,928	100.0%	0	9,196
21	Building Selective Demo								
22	Hazmat Testing & Abatement								
23	Temp Protection								
24	Selective Demolition								
25	Infill Floor Voids								
26	Stair Openings								
27	CONCRETE	15,920	15,920	0		15,920	100.0%	0	796
28	Steel Stair Landings								
29	Infill Slab Floor								

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

APPLICATION NO: 05

APPLICATION DATE 1/2/14

PERIOD TO 12/31/2013

MCC Project #3587

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
30	METALS	111,280	105,700	2,500		108,200	97.2%	3,080	5,410
31	Steel Stairs								
32	Metal Handrails								
33	WOOD, PLASTICS & COMPOSITES	90,367	85,850	2,500		88,350	97.8%	2,017	4,418
34	Rough Carpentry								
35	Millwork and Trim								
36	DOORS, WINDOWS & GLASS	90,646	90,646	0		90,646	100.0%	0	4,532
37	FINISHES	369,289	350,788	15,000		365,788	99.1%	3,501	18,289
38	Framing								
39	Drywall								
40	Tape/Bed/Paint								
41	Flooring								
42	SPECIALTIES	32,950	32,950	0		32,950	100.0%	0	1,648
45	FURNISHINGS (BLINDS)	26,000	24,700	1,300		26,000	100.0%	0	1,300
46	FIRE PROTECTION	36,000	36,000	0		36,000	100.0%	0	1,800
47	MECHANICAL	194,241	194,241	0		194,241	100.0%	0	9,712
48	HVAC/Plumbing								
49	Exploration/Field Verification								
50	Sanitary & Demo Required (Cut/Cap)								
51	Insulation								
52	Test & Balance								
53	ELECTRICAL	185,284	185,284	0		185,284	100.0%	0	9,264
54	Electrical								
55	Lighting Package								
56	Fire Alarm								
57	Temp Electric & FA Disconnect					0			
	Contingency Reconciliation								
58	PROJECT CONTINGENCY	100,000		46,482		46,482	46.5%	53,518	2,324
59	OWNER CONTINGENCY	78,036		0		0	0.0%	78,036	0

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

APPLICATION NO: 05

APPLICATION DATE 1/2/14

PERIOD TO 12/31/2013

MCC Project #3587

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
60	CAUCUS ROOM (Conceptual Budget)	123,766			0	0	0.0%	123,766	0
Totals		\$2,200,000	\$1,844,540	\$86,902	\$0	\$1,931,442	87.8%	\$268,558	\$68,689

PARTIAL CONTRACTOR'S RELEASE AND WAIVER OF LIEN

TO: Oklahoma House of Representatives Renovation Project (MCC Job #3587)
State of Oklahoma House of Representatives (Owner)
Application for Payment #05
Application Amount: \$83,513.00

RE: Application and/or invoice(s) for payment dated December 31, 2013 and/or described on Exhibit(s), attached hereto and made a part hereof by reference (Application), covering labor performed and/or material or equipment furnished by, to or on behalf of the undersigned (Contractor) through the date of the Application and/or as described on the exhibit(s) relating to certain improvements know as Oklahoma House of Representatives Renovation Project in Oklahoma City, Oklahoma situated on or about certain real property (Property) located in Oklahoma County, OKLAHOMA, more fully described in an agreement between Owner and Manhattan Construction Company pertaining to construction of the Project (all such labor performed and/or materials or equipment furnished by, to or on behalf of the Contractor being the "Work").

Gentlemen:

The Contractor, for and in consideration of payment of the amount set forth in the Application as being due to Contractor thereunder, such amount being the full and entire payment due Contractor for the Work except for any claims for additional compensation as to which specific notice has been delivered to Manhattan sufficient under the terms of the contract between Manhattan and Owner concerning the Project, does hereby waive, release and discharge the Owner, the Project and the Property from any and all known claims arising out of or relating to the Work, except for the known claims for additional compensation referenced above.

Furthermore, for the same consideration Contractor hereby represents and makes affidavit that, except for bills specifically included in the Application, Contractor has paid in full for all of the Work and Contractor makes this agreement and affidavit for the purpose of inducing Owner to make the payment referenced above, acknowledging that Owner is relying upon the same in making such payment, and Contractor hereby agrees to defend, indemnify and hold harmless the Owner, the Project and the Property from any and all known liens and claims asserted or brought by any workmen, mechanics or materialmen arising out of or relating to the Work.

Executed this the 31st day of December 2013.

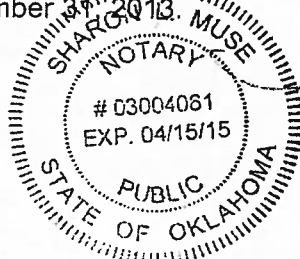
Contractor: MANHATTAN CONSTRUCTION COMPANY

By: Cory Muir
Cory Muir, Project Manager
Manhattan Construction Company

THE STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

BEFORE ME, the undersigned authority, on this day personally appeared **Cory Muir**, known to me to be the person whose name is subscribed hereto and having been by me duly sworn upon oath stated and acknowledged that the statements contained in the foregoing Agreement and Affidavit are true and correct; that he is authorized to make this Agreement and Affidavit; and that he executed the foregoing for the purposes and considerations and in the capacity therein stated.

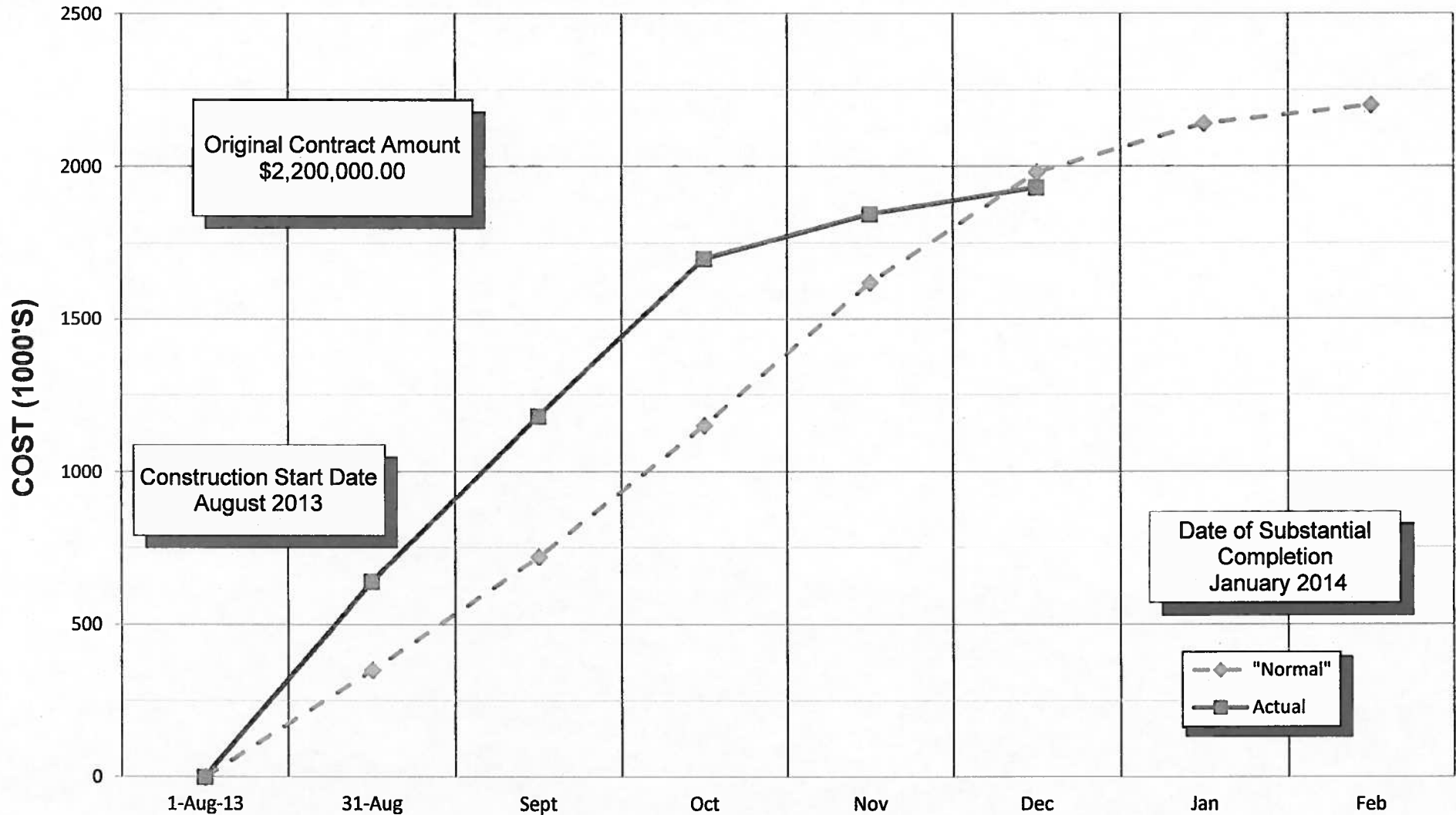
GIVEN UNDER MY HAND AND SEAL OF OFFICE, and SUBSCRIBED and SWORN TO BEFORE ME
this day of December 31, 2013.



Sharon M. MUSE
NOTARY PUBLIC IN AND FOR CANADIAN
COUNTY, OKLAHOMA

Commission Number: # 03004061

Construction Progress Chart 2013 House of Representatives Renovation



TIME: 6 CALENDAR MONTHS / TIME EXTENSION TO DATE: 0 DAYS / 88.56% OF LAPSE TIME TO DATE: 87.80% OF COMPLETION



MA+ ARCHITECTURE, L.L.C. 4000 Classen Center, Suite 100N Oklahoma City, Oklahoma 73118
 Phone (405) 525-8806 Fax (405) 525-8807