Parkhill

Agreement for Professional Services

Date	7/10/2026	**Office Location:** Choose an item.	
Parkhill Job No	46101.25	Address	3226 Bart Conner Drive
Project Manager	Miranda Alamillo		Norman, OK 73072
		Phone	405.366.8541 Fax 405.843.4687

City of Clinton, (herein CLIENT), hereby engages and authorizes Parkhill, Smith and Cooper, Inc. dba Parkhill (herein PARKHILL), a corporation organized under the laws of the State of Texas and registered to do business in Oklahoma, to perform the services set forth below and pursuant to the following terms and conditions.

CLIENT and PARKHILL agree as follows:

A. Client Information

Name City of Clinton
Address 415 Gary Blvd. P.O. Box 1177
City Clinton, OK State OK Zip 73601-1177
Representative David Berrong - Mayor Phone 580-323-0217

B. Project Description (Project)

Project Name Clinton CDBG Administrative Service – Wastewater System Improvements Client PO No. [ ]
Project Address/Location 415 Gary Blvd.
City Clinton State OK Zip 73601-1177
Estimated Completion Date 8/1/2028

PARKHILL Services: Community Block Development Grant (CDBG) Administrative Services; See EXHIBIT A – SCOPE **OF SERVICES**

C. Compensation

1. PARKHILL's Lump Sum fee is estimated to be $48,000.00. Actual fee shall not exceed such estimate by more than 10% without the express written consent of CLIENT.
2. Basis of PARKHILL's fee (check one).

   [X] Lump Sum.

D. Additional Services. Additional Services are those services that are required in addition to the Scope of Services indicated in EXHIBIT A. Additional Services include, but are not limited to, archaeological field survey, specialized environmental information, additional environmental review or expansion of review due to Project location or scope change, more than one bid opening trip or more than two primary contractors or subcontractors that require more than two trips to the Project site to conduct employee wage rate interviews.

E. Standard Conditions. CLIENT accepts the **Standard Conditions** (Exhibit B) attached to this Agreement and agrees that such **Standard Conditions** are incorporated into and made a part of this Agreement.

F. Counterparts. This Agreement may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

G. Exhibits Included:

1. Exhibit A, "Scope of Services".
2. Exhibit B, "Standard Conditions".
3. Exhibit C, "Certificates of Insurance"

ACCEPTANCE OF AGREEMENT BETWEEN CLIENT AND PARKHILL

City of Clinton by signing this Agreement, acknowledges that it has independently assured itself of the terms of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof.

Acceptance of this Agreement is indicated by an authorized agent of the CLIENT and PARKHILL signing in the space below. Your acceptance will be recognized [by returning one signed copy to our office] [or] [by requesting us to send this document via DocuSign for your execution]. We will consider receipt of the executed agreement as authorization to proceed.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement effective on the last date signed.

PARKHILL		**CLIENT: City of Clinton**	
Signature:		Signature:	
Name:	Bryan Mitchell, PE	Name:	David Berrong
Title:	Regional Client Leader/Oklahoma Principal	Title:	Mayor
Date	7-10-26	Date:	

EXHIBIT A

SCOPE OF SERVICES
PROJECT FUNDING APPLICATION AND CDBG ADMINISTRATION

PARKHILL will provide CDBG administration services for the CLIENT. Services provided will include the following:

1. With the assistance of the CLIENT, conduct Public Hearings and complete CDBG Application. This includes, but is not limited to such things as preparing public notices and CDBG Application documents, coordination with project engineers, etc. The CLIENT is responsible for making sure notices are posted and/or published and preparing the official record of all hearings, all in accordance with applicable law. "Section 3" as used herein is defined as the Housing and Urban Development Act of 1968, as amended (Section 3).

2. Prepare Environmental Review Record for all activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices and acquiring adequate documentation for the level of finding. The Environmental Review may include exempt activities, categorically excluded not subject to activities, categorically excluded subject to activities, or full assessment activities and will document compliance with the National Environmental Policy Act (NEPA) laws and U.S. Department of Housing and Urban Development (HUD) requirements. Discuss Environmental Documents with CLIENT and obtain approval signatures from CLIENT.

    a. If during the course of the environmental review the United States Department of the Interior, Fish and Wildlife Service Agency should require a biological field survey, or if the Oklahoma Archaeological Survey Agency requires an archaeological field survey, or the US Army Corps of Engineers (USACE) requires specialized environmental information such as a wetlands study, then those costs will be the responsibility of the CLIENT and are not included in the Lump Sum fee. If an EIS (Environmental Impact Statement) is required, the cost would be the responsibility of the CLIENT, considered an Additional Service and is not included in the Lump Sum fee.

    b. If in the event an additional environmental review or an expansion of the original environmental review is required due to project location or scope of project change, these are considered an Additional Service and is not included in the Lump Sum fee. Fees must be paid by the CLIENT, not the grant. Additional fees will be based upon the level of environmental review required.

3. Assist in the preparation of all Release of Funds documents as is required by the Oklahoma Department of Commerce (ODOC)/Division of Community Affairs and Development (DCAD). Coordinate with the CLIENT the Request for Payments to be consistent with the drawdown procedures established by ODOC/DCAD for the CDBG program. PARKHILL is responsible for the preparation of all drawdowns and monthly financial expenditure reports; however, the CLIENT is responsible for record keeping including financial ledgers of all project expenditures.

4. Confirm that the CLIENT has an acceptable financial management system as it pertains to the finances of the CDBG program. An acceptable system includes but is not limited to; cash receipts and disbursements journal, and general ledger, and should conform to generally accepted accounting principles. The CLIENT is responsible for keeping the financial books on the project.

5. Establish project files in the principal office of the CLIENT. Files will demonstrate compliance with applicable State and Federal regulations. The CLIENT is responsible for keeping and maintaining the files and PARKHILL will monitor and advise the CLIENT.

6. Assist in complying with regulations governing land acquisition, rights of ways, and donation of real property. Provide guidance through the Uniform Acquisition Act.

7. Monitor the bidding process to confirm consistency with applicable state and federal regulations which include review of bidding and contract documents, coordination with the project engineer, and monitoring the bidding process to meet the Oklahoma State Competitive Bidding Act and the grant requirements.

8. Research and directly solicit Disadvantaged Business Enterprises (DBE), Woman Owned Businesses

(WOB), and Section 3 bidders thereby meeting the grant requirements.

9. Secure the Federal Secretary of Labor's wage decision (Davis-Bacon Act) from the Department of Labor at Sam.gov and confirm inclusion in bidding documents. Provide project engineer with current wage rates and grant contract number 10 days before the bid opening, implement and receive approval of a 10-day call from the funding agency to meet grant requirements. If changes to the wage rates are needed, provide the project engineer with the updated wage rates and advise them to send out an addendum notifying bidders of the change.

10. Confirm compliance with the Davis-Bacon Act and Section 3 Final Rules, codified at 24 Code of Federal Regulations (CFR) part 75 of the Federal requirements. Obtain certified weekly payroll records and Section 3 reporting documents from the construction contractor(s). This includes the certified payroll records, payroll authorization deduction forms, payroll clerk affidavits, Section 3 Employee Certification Status forms, and monthly Section 3 Summary forms. Review payroll and Section 3 documents for accuracy, maintain a payroll and section 3 hourly tracker. Endeavor to maintain compliance with the applicable Davis-Bacon Act, Section 3, and funding agency rules.

11. Attend the bid opening. Record bids, noting any discrepancies, and verify low bid amount against budget amount. Verify that the construction contractor is registered and active on the SAM.gov website. Prepare budget modification or scope change documents if needed.

    a. If more than one bid opening is required, attending additional bid openings will be considered an Additional Service and is not included in the Lump Sum fee. Additional trips will be billed at $725 per trip and are in addition to the Lump Sum fee.

12. Attend the Pre-Construction Meeting. Obtain or create minutes of the meeting. Be prepared to discuss requirements of the Davis-Bacon Act, Section 3, the American Iron and Steel (AIS), and the Buy America/Build America (BABA) Acts, and project and reporting requirements.

13. Receive from the contractor and review submitted and executed bidding forms, contract, and construction documents to confirm compliance with the AIS and BABA rules and other grant requirements.

14. Conduct on-site employee interviews with the primary contractor and any subcontractors of the Project. Compare interviews with the appropriate certified payroll records against the wage rate schedules, checking for correct hourly rate payments to employees, correct number of hours worked, and Section 3 status of employees to confirm compliance with the Davis-Bacon Act, Section 3 federal rules, and funding agency rules.

    a. If the Project has more than two primary contractors or more than two subcontractors that require more than two trips to the Project site to conduct employee wage rate interviews, making additional trips to conduct employee wage rate interviews will be considered an Additional Service and is not included in the Lump Sum fee. Additional fees of $725 per trip are in addition to the Lump Sum fee.

15. Prepare audit/monitoring documents, both financial and programmatic documents, required by the funding agency.

16. Assist in the preparation of close-out documents to include Project Completion Report, Final Wage Compliance Report, Final Section 3 Summary Report, Final Expenditure Report, Public Hearing Notice, Minutes of Public Hearing, Construction Certificate(s) of Completion, and Resolution of Grant Closeout.

END OF EXHIBIT

EXHIBIT B

STANDARD CONDITIONS

ARTICLE 1. INVOICING AND SERVICES

1.1 INVOICING

PARKHILL will submit invoices for services rendered based on the following schedule:

Environmental & Release of Funds Completed	Not to Exceed 25% of Contract
Project advertised for bids & Awarded	Not to Exceed 20% of Contract
Project Under Construction	Not to Exceed 35% of Contract (with Progress Payments)
Project completion	20% of Contract

Invoiced amounts are due upon presentation and shall be considered past-due if not paid within thirty (30) days of the due date.

If CLIENT fails to make payment to PARKHILL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by PARKHILL.

In addition, to the extent the Oklahoma Fair Pay for Construction Act (Oklahoma Statutes, Title 61, Sections 221-227) applies to this Agreement, the Parties reserve all their respective rights, and the Parties maintain all their respective obligations established by such Act.

1.2 SERVICES DURING CONSTRUCTION

Except as expressly stated in the Scope of Work, PARKHILL shall not be responsible to supervise, direct or have control over the Work of CLIENT's or Property Owner's contractors, subcontractors or other service or material providers, including any designated general contractor of CLIENT or Property Owner or any subcontractors thereof (generally and collectively referred to as the "Contractors") nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractors nor for the Contractors' safety precautions or programs in connection with the Work. These above rights and responsibilities are solely those of and between CLIENT and the applicable Contractors. CLIENT agrees that PARKHILL is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work.

Except where prohibited by applicable law, PARKHILL shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. PARKHILL does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform their applicable work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

As used in these Standard Conditions, the term "Contract Documents" refers to the construction plans, specifications, work schedules, work conditions and other matters between CLIENT and/or the Property Owner and their respective Contractors for the build-out or construction services relating to the Project.

PARKHILL shall not be required to sign any document, no matter by whom requested, that would result in PARKHILL having to certify, guarantee, or warrant the existence of conditions whose existence PARKHILL cannot reasonably ascertain. CLIENT agrees not to make resolution of any dispute with PARKHILL or payment of any amount due to PARKHILL contingent upon PARKHILL signing any such document.

1.3 HAZARDOUS MATERIALS

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or

radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that PARKHILL's scope of services does not include any services related to the presence of any hazardous or toxic materials. If PARKHILL or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to PARKHILL that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of PARKHILL's services, PARKHILL may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or Contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

1.4 STANDARD OF CARE BY PARKHILL AND LIMITED WARRANTY

In providing services under this Agreement, PARKHILL shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. OTHERWISE, PARKHILL MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ITS PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT, AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.

CLIENT shall be responsible for all requirements and instructions that it provides to PARKHILL pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information provided by CLIENT to PARKHILL. PARKHILL may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or providing services under this Agreement, subject to any express limitations or reservations applicable to the provided items.

1.5 CLIENT RESPONSIBILITIES

CLIENT will provide PARKHILL with reasonable access to the work site. Unless specifically included in PARKHILL's Scope of Work, CLIENT will, at CLIENT's expense, apply for and obtain applicable permits in a timely manner, provide all legal services in connection with the Project, and provide environmental impact reports and assessments, if and as needed or appropriate for PARKHILL's services. CLIENT shall pay the costs of checking and inspection fees, , soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement. Any such fee or expense approved by CLIENT and that is paid for by PARKHILL shall be included in PARKHILL's invoice for amounts payable by CLIENT, and PARKHILL may require advance payment before incurring the fee or expense.

1.6 OWNERSHIP OF DOCUMENTS AND DIGITAL DATA

All reports, drawings, specifications, computer files, field data, notes, data on any form of digital data, and other records or documents prepared by PARKHILL are deemed instruments of service (collectively the "Instruments of Service") and shall remain the property of PARKHILL. PARKHILL shall retain a common law, statutory and other reserved rights, including copyrights, in and to all Instruments of Service and any derivative works thereof relating to the Project.

PARKHILL grants to CLIENT a nonexclusive, limited license to reproduce or use PARKHILL's Instruments of Service solely for the purpose of constructing, effecting, making improvements to, using and maintaining the Project; provided, however, this grant is made with the express understanding that PARKHILL shall have been paid in full for the Services rendered hereunder. CLIENT shall not use the Instruments of Service for other projects without prior written agreement of PARKHILL. CLIENT understands that the unauthorized use of Instruments of Service is prohibited, will be deemed a material breach of this Agreement and may result in liability and other adverse consequences to CLIENT. ANY UNAUTHORIZED USE OF THE INSTRUMENTS OF SERVICE SHALL BE AT CLIENT'S OR SUCH OTHER USER'S SOLE RISK AND WITHOUT LIABILITY TO PARKHILL.

1.7 UNAUTHORIZED USE OF INSTRUMENTS OF SERVICE

TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS PARKHILL AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSSES, OR COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, TO THE EXTENT THAT THE LIABILITY, DAMAGES, LOSSES OR COSTS ARE CAUSED BY, OR ARISE OUT OF, THE ACT OR OMISSION OF THE CLIENT OR ITS OFFICERS, EMPLOYEES OR CONTRACTORS AND THEIR UNAUTHORIZED USE, REUSE OR MODIFICATION OF THE INSTRUMENTS OF SERVICE OR BY THE USE OF ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE INSTRUMENTS OF SERVICE FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF PARKHILL; PROVIDED, HOWEVER, THIS INDEMNIFICATION AND HOLD HARMLESS PROVISION SHALL NOT APPLY TO ANY LIABILITY, CLAIMS, DAMAGES, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF BODILY INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENT ACT OR OMISSION OF THE PARKHILL, ITS OFFICERS OR EMPLOYEES.

1.8 DELIVERY OF DIGITAL DATA

In accepting and utilizing any form of digital data generated and furnished by PARKHILL, CLIENT agrees that all such digital data are Instruments of Service of PARKHILL. CLIENT is aware that differences may exist between the digital data delivered and the printed hard-copy documents. In the event of a conflict between the original signed documents prepared by PARKHILL and digital data, the original signed hard-copy documents shall govern.

Digital data created by PARKHILL through the application of software licensed for the sole and exclusive use by PARKHILL will be furnished to CLIENT in read-only format. CLIENT is responsible for obtaining and maintaining, at CLIENT's expense, software licenses as appropriate for the use of digital data provided by PARKHILL.

Under no circumstances shall delivery of digital data for use by CLIENT be deemed a sale by PARKHILL, and PARKHILL makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall PARKHILL be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the digital data.

ARTICLE 2. GENERAL PROVISIONS

2.1 APPLICABLE LAW

This Agreement shall be interpreted and enforced according to the laws of the State of Oklahoma without regard to conflict of laws principles. **See** Okla. Stat. § 15-221(E).

2.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail, unless otherwise agreed in writing by the parties with specific reference to the applicable provision of these Standard Conditions that is intended to be modified.

2.3 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party (unless such assignment without consent is mandated by law), and any assignment without such written consent shall be void. Notwithstanding the foregoing, PARKHILL is expressly permitted to subcontract or assign portions of the Work or services to subconsultants that PARKHILL may select, provided that PARKHILL shall remain responsible for the Work assigned to and performed by such subconsultants. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

2.4 AMENDMENTS

This Agreement may be amended only by a written instrument, signed by both CLIENT and PARKHILL, which expressly refers to this Agreement.

2.5 DELAYS

CLIENT agrees that PARKHILL is not responsible for damages arising directly or indirectly from any delays for causes beyond PARKHILL's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; epidemics or pandemics (including the 2019 Novel Coronavirus or COVID-19, including any on-going or re-occurring effects of same); World Health Organization alerts; declarations of a state of emergency or similar orders issued by local, state or federal government officials; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT's Contractors or consultants; discovery of any hazardous substances or differing site conditions; or any other similar or dissimilar cause beyond PARKHILL's reasonable control.

In addition, if the delays resulting from any such causes increase the cost or time required by PARKHILL to perform its services in an orderly and efficient manner, PARKHILL shall be entitled to a reasonable adjustment in schedule and compensation.

2.6 INSURANCE

PARKHILL agrees to provide Commercial General Liability, Automobile Liability, Worker's Compensation, Umbrella, and Professional Liability Insurance and General Liability Insurance during the scope of the services provided for this Project and for a period of 3 years after the completion of services and other insurance evidenced by EXHIBIT C.

2.7 MERGER, WAIVER, SURVIVAL AND SEVERABILITY

Except for amendments approved as required by this Agreement, this Agreement constitutes the entire and integrated agreement between the parties hereto and with regard to the same subject matter and supersedes all prior negotiations, representations and/or agreements, written or oral relating to the same subject matter. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions.

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

The parties further intend as follows: (a) if any provision of this Agreement is held to be unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by applicable law, in which case that provision will be disregarded; (b) if an unenforceable provision is modified or disregarded according to this section, then the rest of the Agreement will remain in effect as written; and (c) any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

2.8 TERMINATION AND SUSPENSION

CLIENT may terminate this Agreement for CLIENT's convenience and without cause upon giving PARKHILL not less than seven (7) calendar days' written notice.

PARKHILL may terminate this Agreement, or may suspend Services, upon giving CLIENT not less than seven (7) calendar days' written notice following CLIENT's failure to make timely payment owed to PARKHILL as provided by this Agreement.

In addition, either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following "for cause" reasons:

1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party, provided that, except where the failure to perform regards CLIENT's payment obligations, the non-performing party is given written notice and description of the failure in question and a reasonable opportunity to cure of at least ten (10) but no more than thirty (30) days, and the non-performing party cures the matter within the reasonable cure period;
2. Unauthorized assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
3. Suspension of PARKHILL's services by CLIENT for more than 90 calendar days, consecutive or in aggregate;

4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

PARKHILL shall have no liability to CLIENT on account of PARKHILL's termination of this Agreement for any of the reasons listed in subsections 2.8.1., 2., 3. or 4. above.

In the event of termination of this Agreement by either party, CLIENT shall, within fifteen (15) calendar days of the termination date, pay PARKHILL for all services rendered and all reimbursable costs incurred by PARKHILL up to the date of termination, in accordance with the payment provisions of this Agreement.

The terminating party shall set the effective date of termination at a time sufficient (up to thirty (30) days later than otherwise provided) to allow PARKHILL to demobilize personnel and equipment from the Project, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

2.9 LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CLIENT NOR PARKHILL, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES OR AGENTS, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL LIMITATION OF LIABILITY SHALL INCLUDE ALL SUCH DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE, INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY.

ANY LIMITATION OF LIABILITY PROVISION IN THIS AGREEMENT SHALL NOT BE CONSTRUED TO EXEMPT ANY PARTY FOR LIABILITY, DAMAGE OR LOSS OF ANY KIND CAUSED BY THE PARTY'S FRAUD, OR WILLFUL INJURY TO THE PERSON OR PROPERTY OF ANOTHER OR VIOLATION OF LAW, WHETHER SUCH VIOLATION OF LAW IS WILLFUL OR NEGLIGENT.

2.10 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or PARKHILL. PARKHILL's services under this Agreement are being performed solely for CLIENT's benefit, and there are no third-party beneficiaries of PARKHILL's services.

ARTICLE 3. DISPUTE RESOLUTION, NOTICES, AND COMMUNICATIONS

3.1 DISPUTE RESOLUTION

PARKHILL and CLIENT agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, PARKHILL and CLIENT agree that any dispute between their arising out of, or relating to, this Agreement shall be submitted to non-binding mediation prior to the filing of any lawsuit or arbitration proceeding relating to the dispute, unless the parties mutually agree otherwise in writing.

The mediation shall be conducted remotely and by electronic video conference means, unless the parties agree in writing to mediate in person at a mutually agreeable location. The parties agree that conducting mediation by remote means shall constitute a mediation in the state where the Project is located, provided that each of the parties shall have one representative participating in the mediation while the representative is situated in the state where the Project is located. Each party shall assume its own costs associated with the mediation. The mediator's compensation and expenses and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the parties, unless otherwise agreed in writing.

Notwithstanding the foregoing, none of the above Dispute Resolution processes shall prevent or deter a party from protecting or acting upon lien rights, or from seeking immediate, emergency or injunctive relief from a court of competent jurisdiction and as may be available at law or in equity.

3.2 NOTICES

All notices provided for in this Agreement shall be in writing. Any notices that are submitted by email exchanged between the parties' authorized representatives may be effective upon proof of receipt and delivery records. Each of the parties agrees to reasonably confirm receipt of notices submitted by the other party. Otherwise, all notices provided for in this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service to the parties at each of their respective representatives noted below, unless otherwise changed upon written notice:

PARKHILL: Miranda Alamillo, 3226 Bart Conner Dr. Norman, OK 73072, 405-336-8541, malamillo@parkhill.com

(Representative name, physical and mailing address, phone, and email)

CLIENT: David Berrong, 415 Gary Blvd. – P.O. Box 1177; Clinton, OK 73601-1177, 580-323-0217, amy.jones@clintonok.org

(Representative name, physical and mailing address, phone, and email)

3.3 ELECTRONIC SIGNATURES

In accordance with applicable law, including the applicable Uniform Electronic Transactions Act, CLIENT and PARKHILL agree that electronic signatures (such as e-mail or electronically-typed signatures) of the parties' authorized representatives to this Agreement and Standard Conditions or to later consents or approvals associated herewith shall constitute the valid signature of the party for purposes of obtaining agreements, consents or other matters prescribed by the Agreement.

END OF EXHIBIT