

CAVINS

DISASTER RESPONSE GROUP

WATER | FIRE | MOLD | STORM DAMAGE | CRIME SCENE

AGREEMENT

This Agreement (the "**Agreement**") is made and entered into 12/19/2023 | 13:59:40 PST 2023, by, City of Norman, a municipal corporation, including for itself and its agents, subsidiaries, affiliates, employees, contractors, representatives, successors, and assigns (collectively "**City of Norman**"), and Pioneer Library System, a multi-county public library system, including for itself and its agents, subsidiaries, affiliates, employees, contractors, representatives, successors, and assigns, (collectively "**PLS**"), and Cavins Group, LLC including its agents, subsidiaries, affiliates, employees, contractors, representatives, successors, and assigns (collectively "**Cavins Group**").

WHEREAS, City of Norman and Cavins Group are parties to that certain contract for services and work authorization dated October 30, 2023 (the "**Contract**") for testing and remediation services in connection with conditions related to water leaks at a building and property having the address of 103 W. Acres, Norman, OK 73069 (collectively the "**Property**").

WHEREAS, work performed by Cavins Group under the Contract may affect personal property owned by PLS and located in the Property as well as the Property and personal property owned by the City of Norman and located in the Property.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City of Norman and PLS hereby agrees to and with Cavins Group as follows to be effective as of the Contract date:

1. Property removal and disposal. The parties agree and acknowledge that the Property contains items including, by way of example and not limitation, books, written materials, printed materials, periodicals, office supplies, and other items owned by City of Norman or PLS, as the case may be, which may be damaged or otherwise of nominal value on or about the Property. Accordingly, City of Norman and PLS agree that during the performances of its services under the Contract, Cavins Group may dispose of all such item(s) which singularly have an apparent monetary value equal to or less than \$10.00. City of Norman and PLS agree that Cavins Group may make the decision to dispose of such items in its reasonable discretion, without prior notice to PLS or City of Norman. Costs to replace such items, if any, will be the responsibility of PLS or City of Norman in accordance with a separate PLS-City of Norman service agreement and not the responsibility of Cavins Group. Notwithstanding anything herein to the contrary, City of Norman and PLS acknowledge and approve and will not seek reimbursement from Cavins Group for items:

1) disposed of by Cavins Group during its performance of the Contract occurring prior to the date of this Agreement; and 2) items which have been or will be disposed of from room number SO 115 during its performance of the Contract, it being agreed that all books from room number SO 115 will be disposed of.

2. Certain services outside the Contract. City of Norman and PLS acknowledge that during the performance of services under the Contract, certain damages to building, materials, and equipment will occur due to, without limitation, duct tape, zip tape, double-sided tape, and other adhesives used in connection with the containment services provided by Cavins Group. The cost to repair or replace such building, materials, and equipment are not within the scope of services contemplated by the Contract. Accordingly, City of Norman and PLS agree that repair or replacement of such building, materials, and equipment finishes may be made a part of a separate agreement with Cavins Group or may be obtained by City of Norman or PLS at their sole cost.

3. No Other Modifications. Except as modified by this Agreement, the Contract remains in full force and effect in accordance with its terms.

4. Counterparts. This Agreement may be separately executed in counterparts, which when so executed will be deemed to constitute one and the same agreement. This Agreement may be executed and delivered by electronic means.

CAVINS GROUP, LLC

DocuSigned by:
By: Gary Cavins
F0C50D94B0EF4BF...

Print Name: Gary Cavins

Title: Owner

CITY OF NORMAN, a municipal corporation

DocuSigned by:
By: Lance Harper
78A74DD726D444D...

Print Name: Lance Harper

Title: Mgr Construction

Pioneer Library System, a multi-county public library system

DocuSigned by:
By: Lisa Wells
0011743C0E1DF44C...

Print Name: Lisa wells

Title: Executive Director