



CITY COUNCIL AGENDA
April 5, 2016

John Alberts, Mayor ~ Ward 2
Richard Russell, Vice Mayor ~ Ward 1
Earline Smaistrla, Council Member ~ At-Large
Donna Yanda, Council Member ~ Ward 3
Michael McEachern, Council Member ~ Ward 4
Jim Crosby, City Manager

Yukon City Council / Yukon Municipal Authority Work Session
Centennial Building - 12 South 5th Street
April 5, 2016 – 6:00 p.m.

- 1. Discussion of Proposed Water Rates**
- 2. Discussion of the Series 2012 \$6,500,000 Yukon Municipal Authority Sales Tax and Utility System Revenue and Refunding Bonds, and the Series 2013 \$8,500,000 Yukon Municipal Authority Sales Tax and Utility System Revenue Bonds, and related projects**

City Council - Municipal Authority Agendas

April 5, 2016 - 7:00 p.m.

Council Chambers - Centennial Building

12 South Fifth Street, Yukon, Oklahoma

The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, April 4, 2016.

Invocation: Pastor Mike Sparks, South Yukon Church of Christ

Flag Salute:

Roll Call: John Alberts, Mayor
Richard Russell, Vice Mayor
Michael McEachern, Council Member
Earline Smaistrla, Council Member
Donna Yanda, Council Member

Presentations and Proclamations

“Autism Awareness Week”

Visitors

(Recess as Yukon City Council and Reconvene as Yukon Municipal Authority)

1A. YMA Consent Docket

This item is placed on the agenda so the Yukon Municipal Authority, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Authority Members, that item will be heard in regular order.

The City Manager recommends a motion to approve:

A) The minutes of the regular meeting of March 15, 2016

ACTION_____

2A. Consider designating a tract of land being a part of the southeast quarter of Section 16, Township 12 North, Range 5 West of the Indian Meridian, Canadian County, Oklahoma (E. Main St. and Yukon Parkway), as surplus and authorizing its sale

ACTION_____

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

This item is placed on the agenda so the City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Council Members, that item will be heard in regular order.

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of March 15, 2016**
- B) The minutes of the special meeting of March 29, 2016**
- C) Payment of material claims in the amount of \$563,840.15**
- D) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- E) Setting the date for the next regular Council meeting for April 19, 2016, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

ACTION _____

2. Reports of Boards, Commissions and City Officials

- 3. Consider approving Ordinance No. 1335, an Ordinance which provides amendment to the Code of Ordinances of the City of Yukon, Oklahoma by amending Section 114-34 by providing for future increases in fees for water service and declaring an emergency.**

ACTION _____

3A. Consider approving the Emergency Clause of Ordinance No. 1335

ACTION _____

- 4. Consider approving the bid specifications and authorizing the City Engineer to solicit bids for the Year 15 Community Development Block Grant – Small Cities Set-Aside Concrete Roadway Replacement Improvement Project**

ACTION _____

- 5. Consider approving a Conditional Use Permit allowing the continuance of a variance to the height regulation for a flag pole located at Devon Storage, 1777 W. Vandament Ave., as recommended by the Planning Commission**

ACTION _____

6. Consider approving an application for a Final Plat for StoneGate Office Park, a tract of land lying in the Southeast Quarter (SE/4) of Section Thirty (30), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian, Yukon, Canadian County, Oklahoma (1601 Health Center Parkway), by StoneGate Partners, LLC, as recommended by the Planning Commission

ACTION_____

7. Consider accepting additional right-of-way to allow for future intersection improvements for a tract of land situated in the Northwest quarter of Section Thirty-three (33), Township 12 North (T12N), Range 5 West (R5W) of the Indian Meridian, Oklahoma City, Canadian County, Oklahoma (1000 N. Czech Hall Road, Oklahoma City, OK (OnCue #122)), from Czech Hall Road LLC, as recommended by the Development Services Director

ACTION_____

8. Consider accepting and approving a permanent easement for the existing sanitary sewer to service a tract of land situated in the Northwest quarter of Section Thirty-three (33), Township 12 North (T12N), Range 5 West (R5W) of the Indian Meridian, Oklahoma City, Canadian County, Oklahoma (1000 N. Czech Hall Road, Oklahoma City, OK (OnCue #122)), from Czech Hall Road LLC, as recommended by the Development Services Director

ACTION_____

9. New Business

10. Council Discussion

11. Adjournment



PROCLAMATION

Whereas, autism is the fastest growing developmental disability in the United States, affecting more than three million people; and

Whereas, autism is a neurological disorder and can result in significant lifelong impairment of an individual's ability to learn, develop healthy interactive behaviors, and understand verbal and nonverbal communication; and

Whereas, early and accurate diagnosis, appropriate education, intervention, and therapy are vital to future growth and development of those with autism; and

Whereas, it is fitting and proper to ensure that individuals living with autism have access to the lifelong care and services needed to achieve their greatest potential;

Now, **THEREFORE**, I, John Alberts, Mayor of Yukon, Oklahoma, do hereby proclaim April 2nd – 8th, 2016, as

Autism Awareness Week

in the City of Yukon and urge all citizens to learn about services, programs, and opportunities to support people with autism and their loved ones.

Given under my hand and Seal of the City of Yukon this 5th day of April, 2016.

John Alberts, Mayor

Douglas A. Shivers, City Clerk

**Yukon Municipal Authority Minutes
March 15, 2016**

ROLL CALL: (Present) John Alberts, Chairman
 Michael McEachern, Trustee
 Donna Yanda, Trustee
 Earline Smaistrila, Trustee

(Absent) Richard Russell, Vice Chairman

(Recess as Yukon City Council and Reconvene as Yukon Municipal Authority)

1A. YMA Consent Docket

This item is placed on the agenda so the Yukon Municipal Authority, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Authority Members, that item will be heard in regular order.

The City Manager recommends a motion to approve:

A) The minutes of the regular meeting of March 1, 2016

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of March 1, 2016, was made by Trustee McEachern and seconded by Trustee Russell.

The vote:

AYES: McEachern, Yanda, Alberts, Smaistrila

NAYS: None

VOTE: 4-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)



**STATEMENT FROM
MAYOR JOHN ALBERTS
THE CITY OF YUKON**
www.cityofyukonok.gov

March 29, 2016
FOR IMMEDIATE RELEASE

The City has hired an accounting firm that specializes in the governmental accounting and financial reporting environment, specifically municipal finance and budgeting matters. They are currently in the process of determining our financial position and condition at two points in time, one being our current position, and another as of June 30, 2015, which was the date of our most recent financial statement audit.

Information has come to the Council's attention in December 2015 that has caused the council to seek the employment of a forensic accountant to review the City's financial position.

The forensic accountant is currently in the middle of this process. Therefore, the Council is unable to provide any more specifics at this time, other than to say that we now believe that the City is in what we consider to be a deep financial crisis. The financial statement audit has shown a trend of annually incurring more expenses the last four years than what we were earning in revenues, or in other words, spending more money each year than what the City collected.

Fortunately for the City, we had monies saved for these situations, but we are nearing the point where the reserve funds are depleted. The City of Yukon has a reserve account that must equal 25 percent of the previous year's budget. Our Ordinances state these funds are only to be used in emergencies and with approval from City Council.

In October 2015, approximately \$1.3 million was used from capital improvement bond funds to pay for general operating expenses. This requisition was not approved by Council. Capital improvement bond funds are only to be used for capital improvement projects. Money from our reserve account was later used to pay the Corp. of Engineers bill that was originally supposed to be paid by the capital improvement bond funds.

The extent to which the funds have been depleted, and the actions that lead to their depletion, are currently under review by the forensic accountant. As soon as we receive the final review and analysis, a more detailed statement and report will be provided.

We feel that we will need to reissue our audit for the 2015 fiscal year, and because of that, we feel that adjustments will need to be made to the 2016 budget.

The Council has received information regarding some recent purchasing procedures. Per City Ordinances, purchases in excess of \$25,000 must go out for competitive bid, unless under State contract. According to our research, City Employees were directed to recommend several purchases over \$25,000 without any competitive bids. An example is a \$600,000 purchase, which was spent on poly carts manufactured in Canada.

This information is currently being compiled. Once it is finished, the information will be provided to the District Attorney's office for their review.

We would like to add that our recent water and sewer rate evaluation has nothing to do with the problems with our budget. Our water and sewer rates were changed from Summer and Winter rates to a single rate in October 2015. The change to a single rate does not equal our cost to provide water and sewer and services.

Our finances have serious problems, but we are determined to do the right thing for the City and get to the bottom of the problem. Our citizens deserve to know what is happening. We are committed to our citizens and we will be transparent throughout this process, sharing information as it becomes available.

We will have to take some drastic measures, but we believe Yukon will not only endure, but come out stronger. We love our City and are proud to serve Yukon.

City Council is continuing to investigate our financial condition, and more information will be released as the investigation continues.

###

*ok
JWC*



DATE: April 1, 2016

TO: John Alberts, Mayor
Richard Russell, Vice Mayor
Donna Yanda, Councilmember
Michael McEachern, Councilmember
Earline Smaistrla, Councilmember

FROM: James D. Crosby, City Manager

RE: Surplus Property

MEMORANDUM

Due to the financial crisis we are currently experiencing, we find it unavoidable to retain the property, located on E. Main Street, directly north of Fire Station No. 1. A new city hall project was planned at this location. Currently, we are paying quarterly payments in the amount of \$13,500, which includes interest only. The purchase price of the property was \$2,400,000.

We are requesting your consideration to declare this property, which is 41.95 acres, surplus.

Thank you.

**Yukon Municipal Authority Minutes
March 15, 2016**

ROLL CALL: (Present) John Alberts, Chairman
Michael McEachern, Trustee
Donna Yanda, Trustee
Earline Smaistrla, Trustee

(Absent) Richard Russell, Vice Chairman

(Recess as Yukon City Council and Reconvene as Yukon Municipal Authority)

1A. YMA Consent Docket

This item is placed on the agenda so the Yukon Municipal Authority, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Authority Members, that item will be heard in regular order.

The City Manager recommends a motion to approve:

A) The minutes of the regular meeting of March 1, 2016

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of March 1, 2016, was made by Trustee McEachern and seconded by Trustee Russell.

The vote:

AYES: McEachern, Yanda, Alberts, Smaistrla

NAYS: None

VOTE: 4-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

**Yukon City Council Minutes
March 15, 2016**

The Yukon City Council met in regular session on March 15, 2016 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Pastor Scott Kinney, Trinity Baptist Church
The flag salute was given in unison.

ROLL CALL: (Present) John Alberts, Mayor
 Michael McEachern, Council Member
 Donna Yanda, Council Member
 Earline Smaistrila, Council Member

(Absent) Richard Russell, Vice Mayor

OTHERS PRESENT:

Tammy DeSpain, Acting City Manager	Doug Shivers, City Clerk
Mike Segler, City Attorney	Robbie Williams, City Engineer
Mitch Hort, Development Services Dir.	Gary Cooper, IT Director
John Brown, Yukon Police Dept.	Arnold Adams, Public Works Director
Philip Merry, Acting City Treasurer	Jenna Roberson, PIO
Jan Scott, Parks & Recreation Dir.	Candy Schwarz, Court Clerk
Terri Peak, Utility Billing Supervisor	

Presentations and Proclamations

None

Visitors

There were no visitors.

(Recess as Yukon City Council and Reconvene as Yukon Municipal Authority)

1A. YMA Consent Docket

This item is placed on the agenda so the Yukon Municipal Authority, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Authority Members, that item will be heard in regular order.

The City Manager recommends a motion to approve:

B) The minutes of the regular meeting of March 1, 2016

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of March 1, 2016, was made by Trustee McEachern and seconded by Trustee Russell.

The vote:

AYES: McEachern, Yanda, Alberts, Smaistrila

NAYS: None

VOTE: 4-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

This item is placed on the agenda so the City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Council Members, that item will be heard in regular order.

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of March 1, 2016**
- B) Payment of material claims in the amount of \$409,350.44**
- C) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- D) The resignation of Dayton Betts from the Park Board At-Large seat, effective immediately**
- E) Setting the date for the next regular Council meeting for April 5, 2016, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

The motion to approve the Consent Docket, consisting of the approval of the minutes of the regular meeting of March 1, 2016; the minutes of the Special Meeting of February 17, 2016; payment of material claims in the amount of \$409,350.44; designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade; an extension to the current natural gas sales agreement with Clearwater Enterprises, L.L.C., to extend the term from April 1, 2016 through March 31, 2017; the resignation of Dayton Betts from the Park Board at-Large seat, effective immediately; and setting the date for the next regular Council meeting for April 5, 2016, 7:00 p.m. in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member McEachern and seconded by Council Member Smaistrila.

The vote:

AYES: Yanda, Smaistrila, McEachern, Alberts

NAYS: None

VOTE: 4-0

MOTION CARRIED

2. Consider approving Resolution No. 2016-01, a Resolution of the City of Yukon, Oklahoma authorizing entering into an Interlocal Cooperative Agreement for Municipal Court Jurisdiction concerning Juveniles.

The motion to approve Resolution No. 2016-01, a Resolution of the City of Yukon, Oklahoma authorizing entering into an Interlocal Cooperative Agreement for Municipal Court Jurisdiction concerning Juveniles, was made by Council Member Yanda and seconded by Council Member McEachern.

The vote:

AYES: McEachern, Smaistrila, Alberts, Yanda

NAYS: None

VOTE: 4-0

MOTION CARRIED

3. Consider approving Ordinance No. 1334, an Ordinance which provides amendment to the Code of Ordinances of the City of Yukon, Oklahoma, by amending Section 114-32 by amending Subsection (D) to Section 114-32 providing for increases in the monthly charge to compensate for purchase of water from Oklahoma City, said increases shall be from the current ten dollars per meter per month to fifteen dollars per meter per month effective March 31, 2016, and from fifteen dollars per meter per month to twenty dollars per meter per month, effective March 31, 2017, in addition to current fees and charges, and Declaring an Emergency.

The motion to approve Ordinance No. 1334, an Ordinance which provides amendment to the Code of Ordinances of the City of Yukon, Oklahoma, by amending Section 114-32 by amending Subsection (D) to Section 114-32 providing for increases in the monthly charge to compensate for purchase of water from Oklahoma City, said increases shall be from the current ten dollars per meter per month to fifteen dollars per meter per month effective March 31, 2016, and from fifteen dollars per meter per month to twenty dollars per meter per month, effective March 31, 2017, in addition to current fees and charges, and Declaring an Emergency, was made by Council Member McEachern and seconded by Council Member Smaistrila.

Mayor Alberts asked Acting City Manager DeSpain to explain the issue for the benefit of the public. Ms. DeSpain talked about the costs of purchasing water from Oklahoma City that have increased by 56% over the last 3 years, and the last time Yukon increased this pass-through fee was 2009, from \$5 per meter to \$10 per meter. Mayor Alberts mentioned that the water rate would be considered for increase on March 29.

The vote:

AYES: Smaistrila, Yanda, Alberts, McEachern

NAYS: None

VOTE: 4-0

MOTION CARRIED

3A. Consider approving the Emergency Clause of Ordinance No. 1334

The motion to approve the Emergency Clause of Ordinance No. 1334 was made by Council Member Smaistrila and seconded by Council Member McEachern.

The vote:

AYES: Alberts, Yanda, McEachern, Smaistrila

NAYS: None

VOTE: 4-0

MOTION CARRIED

4. Consider authorizing the City Engineer to advertise for bids for the Community Development Block Grant Year 14 Sanitary Sewer Replacement and Roadway Repair project

The motion authorizing the City Engineer to advertise for bids for the Community Development Block Grant Year 14 Sanitary Sewer Replacement and Roadway Repair project, was made by Council Member Yanda and seconded by Council Member McEachern.

The vote:

AYES: McEachern, Alberts, Smaistrila, Yanda

NAYS: None

VOTE: 4-0

MOTION CARRIED

5. Consider approving an extension of the 2014 Concrete and Asphalt Paving, Drainage, Water and Sewer Project contract with Brewer Construction Oklahoma, LLC, at the original bid item unit price, as recommended by the City Engineer

The motion to approve an extension of the 2014 Concrete and Asphalt Paving, Drainage, Water and Sewer Project contract with Brewer Construction Oklahoma, LLC, at the original bid item unit price, as recommended by the City Engineer, was made by Council Member Smaistrila and seconded by Council Member McEachern.

The vote:**AYES: Alberts, Yanda, Smaistrla, McEachern****NAYS: None****VOTE: 4-0****MOTION CARRIED**

- 6. Consider approving an application to allow for fireworks displays during soccer games at the Yukon High School football stadium, by Rayo OKC Soccer Club, for the 2016 season**

The motion to approve an application to allow for fireworks displays during soccer games at the Yukon High School football stadium, by Rayo OKC Soccer Club, for the 2016 season, was made by Council Member Smaistrla and seconded by Council Member McEachern.

Mr. McEachern asked if the Fire Department had been involved in this. Ms. DeSpain said yes, and that several employees had seen the demonstration and agreed it was safe. Ms. Smaistrla asked who would be responsible if something went wrong. City Attorney Segler said the agreement is between the School District and Rayo, and there is no exposure for the City.

The vote:**AYES: Yanda, Alberts, McEachern, Smaistrla****NAYS: None****VOTE: 4-0****MOTION CARRIED**

- 7. Consider a motion to recess as Yukon City Council and convene into Executive Session to discuss a pending investigation, claim, or action with the City Attorney, as provided for in 25 OS 2003, Section 307 (B)(4)**

The motion to recess as Yukon City Council and convene into Executive Session to discuss a pending investigation, claim, or action with the City Attorney, as provided for in 25 OS 2003, Section 307 (B)(4), was made by Council Member Yanda and seconded by Council Member McEachern.

The vote:**AYES: Smaistrla, McEachern, Yanda, Alberts****NAYS: None****VOTE: 4-0****MOTION CARRIED**

The Mayor invited Ms. DeSpain, Mr. Segler, Jim Crosby, and Frank Crawford into the executive session.

- 8. Consider a motion to adjourn from Executive Session and reconvene as Yukon City Council**

The motion to adjourn from Executive Session and reconvene as Yukon City Council was made by Council Member McEachern and seconded by Council Member Yanda.

The vote:**AYES: Smaistrla, Alberts, McEachern, Yanda****NAYS: None****VOTE: 4-0****MOTION CARRIED**

Mayor Alberts then read the minutes of the Executive Session, stating "While in Executive Session, only the items on the agenda were discussed, no action was taken, and no votes were cast."

9. **New Business** - There was no new business.

10. **Council Discussion**

Council Member Yanda asked all to attend the upcoming Taste of Yukon event and the Birthday Bash event.

Council Member Smaistrila was excited for springtime.

Council Member McEachern said it was good to see the season begin for Rayo, and good things were happening in Yukon.

Mayor Alberts gave a brief summary of upcoming events, and asked everyone to get involved, shop Yukon, and watch for runners.

11. **Adjournment**

John Alberts, Mayor

Doug Shivers, City Clerk

**Yukon City Council Minutes
March 29, 2016 - Special Meeting**

The meeting was called to order by Mayor Alberts.

ROLL CALL: (Present) John Alberts, Mayor
 Richard Russell, Vice Mayor
 Michael McEachern, Council Member
 Earline Smaistrla, Council Member
 Donna Yanda, Council Member

Also present: Tammy DeSpain, Acting City Manager; Mike Segler, City Attorney; Robbie Williams, City Engineer; Gary Cooper, Information Tech. Director; Arnold Adams, Public Works Director; Philip Merry, Acting City Treasurer; Terri Peak, Utility Billing Supervisor; Jenna Roberson, Public Information Officer; Dana Deckard, Administrative Assistant

1. Consider a motion to recess as Yukon City Council and convene into Executive Session to discuss a pending investigation, claim, or action with the City Attorney, as provided for in 25 OS 2003, Section 307 (B)(4)

The motion to recess as Yukon City Council and convene into Executive Session, to discuss a pending investigation, claim, or action with the City Attorney, as provided for in 25 OS 2003, Section 307 (B)(4), was made by Council Member McEachern and seconded by Council Member Yanda.

The vote:

AYES: Yanda, Russell, Smaistrla, Alberts, McEachern

NAYS: None

VOTE: 5-0

MOTION CARRIED

The Mayor invited the Ms. DeSpain, Mr. Segler, Jim Crosby, Frank Crawford, and Tony Puckett to the Executive Session.

2. Consider a motion to adjourn from Executive Session and reconvene as Yukon City Council

The motion to adjourn from Executive Session and reconvene as Yukon City Council, was made by Council Member McEachern and seconded by Council Member Russell.

The vote:

AYES: Russell, McEachern, Smaistrla, Yanda, Alberts

NAYS: None

VOTE: 5-0

MOTION CARRIED

Mayor Alberts then read the minutes of the Executive Session, stating "While in executive session, only the items on the agenda were discussed, no action was taken, and no votes were cast."

3. Statement from the Mayor regarding the financial status of the City of Yukon

Mayor Alberts read a prepared statement, the text of which is attached below.

4. Consider approving Ordinance No. 1335, an Ordinance which provides amendment to the Code of Ordinances of the City of Yukon, Oklahoma by amending Section 114-34 by providing for future increases in fees for water service and declaring an emergency.

The motion to table consideration of Ordinance No. 1335, an Ordinance which provides amendment to the Code of Ordinances of the City of Yukon, Oklahoma by amending Section 114-34 by providing for future increases in fees for water service and declaring an emergency, until the April 5th, 2016 Council meeting, was made by Council Member Russell and seconded by Council Member Yanda.

Council Member Russell commented that he needed more understanding of the proposal before voting. Council Member Yanda also said she would like to study the proposal further.

The vote:

AYES: Smaistrla, Alberts, Russell, McEachern, Yanda

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 5. Consider approving Ordinance No. 1336, an Ordinance which provides amendment to the Code of Ordinances of the City of Yukon, Oklahoma by amending Section 114-35 by providing for sanitary sewer rates for use and maintenance of the Sanitary Sewer System and declaring an emergency.**

The motion to approve Ordinance No. 1336, an Ordinance which provides amendment to the Code of Ordinances of the City of Yukon, Oklahoma by amending Section 114-35 by providing for sanitary sewer rates for use and maintenance of the Sanitary Sewer System and declaring an emergency, was made by Council Member Russell and seconded by Council Member Smaistrla.

Mayor Alberts invited public comments. Bill Bedoe of 128 W. Olympic asked why Council would table the first Ordinance but not the second, stated he felt the water proposal was more fair than the sewer, and that the proposed increases seemed tied to the current financial difficulties. Mayor Alberts asked for Ms. DeSpain to again present the portion of her presentation from the Study Session dealing with the proposed sewer rate increase. Afterward, Mr. Bedoe seemed to be satisfied with the reasons for the proposed increase.

Bill Walker of 1428 Von Elm Place insisted that the additional revenue from the proposed rate increase was going to be used to 'repay the missing money'. Mr. Segler stated that was not the subject at hand. Mayor Alberts offered to discuss with Mr. Walker after the meeting. Mr. Walker continued to demand an answer about 'the missing money', to which Mr. Segler repeatedly clarified that no money is missing, until Mayor Alberts asked Mr. Walker to leave the podium.

The vote:

AYES: McEachern, Russell, Yanda, Alberts, Smaistrla

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 6. Adjournment** Mayor Alberts adjourned the meeting.

John Alberts, Mayor

Doug Shivers, City Clerk



RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	133,722.02
36	Sales Tax Claims		39,252.31
64	Special Revenue Fund		4,207.35
70	Water & Sewer Enterprise		326,324.58
71	Sanitation Enterprise		58,983.79
73	Storm Water Enterprise		1,020.10
74	Grant Fund		330.00
		\$	<u>563,840.15</u>

The above foregoing claims have been passed and approved
this 5th day of April 2016 by the Yukon City Council.

Doug Shivers, City Clerk

John Alberts, Mayor

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 101		LEGISLATIVE				
16-65815	01-00102	City of Yukon (BankOne)FIN	study session dinners	3/2016	Logan's 524417	137.32
16-65714	01-00117	City of Yukon (BankOne)HR	Tammy Lunch Mtg	3/2016	McAlister's 031516	38.85
16-65816	01-05342	Canadian Cty Clerk	Release of lien	3/2016	R448618	13.00
16-65817	01-05386	Capitol Decisions	Prof Services - Mar '16	3/2016	8817	7,500.00
			Prof Services - Mar '16	3/2016	8808	500.00
16-65819	01-07275	Crawford & Associates	Professional Srvc	3/2016	9729	19,122.32
16-65821	01-50700	Triad Design Group	A/E Service thru 3-25-16	3/2016	9640	5,662.83
16-65822	01-50700	Triad Design Group	GB Traffic Corridor Study	3/2016	9641	1,196.57
16-65825	01-58100	Wheatley Segler Osby & Mill	Professional Services	3/2016	16651	508.70
16-65826	01-58100	Wheatley Segler Osby & Mill	Professional Services	3/2016	16652	541.15
16-65823	01-58110	Wheatley Segler Osby & Mill	Professional Services	3/2016	16652	11,148.93
16-65824	01-58110	Wheatley Segler Osby & Mill	Professional Services	3/2016	16651	7,254.73
16-65827	01-62900	Yukon Review Inc.	Legal ad - ordinance	3/2016	4814	25.35
DEPARTMENT TOTAL:						53,649.75
DEPARTMENT: 103		INSURANCE				
16-65818	01-57600	Wesco, Inc.	15-16 Gen Auto	3/2016	031816	548.26
DEPARTMENT TOTAL:						548.26
DEPARTMENT: 105		CITY CLERK				
16-65814	01-00102	City of Yukon (BankOne)FIN	Office chair replacement	3/2016	Staples 01940	179.99
DEPARTMENT TOTAL:						179.99
DEPARTMENT: 106		FIRE DEPARTMENT				
16-65497	01-00105	City of Yukon (BankOne)FD	Goodrich-tshirts,swtshirt	3/2016	S&S Textiles 42053	169.25
16-65700	01-00105	City of Yukon (BankOne)FD	Air Compressor Leaking	3/2016	Gen Compress 18503	317.50
16-65593	01-01338	American Medical Response	Epi-Pen	3/2016	030916-YFD	2,314.86
16-65594	01-05395	Casco Industries, Inc.	Class A Foam	3/2016	166376	1,440.00
16-65597	01-1	Dave Nichols	extrication tool maint.	3/2016	DN 16-035	700.00
16-65570	01-31280	Massco Maintenance Compan	cleaning supplies	3/2016	2331582	612.74
DEPARTMENT TOTAL:						5,554.35

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 107 POLICE DEPARTMENT						
16-65592	01-00111	City of Yukon (BankOne)PD	prisoner meals	3/2016	Wal-Mart 08563	231.74
16-65784	01-00111	City of Yukon (BankOne)PD	postage	3/2016	Staples 32410	10.49
16-65759	01-36720	OK Dept of Public Safety	Olets	3/2016	04-1611283	350.00
16-65591	01-47660	Shred-it US JV LLC	document destruction	3/2016	9409821732	18.11
16-64964	01-48410	Special Ops Uniforms, Inc	new hire uniform items	11/2015	241866	167.31
			new hire uniform items	11/2015	241865	70.20
			new hire uniform items	11/2015	241864	167.31
			new hire uniform items	11/2015	241872	29.99
			new hire uniform items	1/2016	243803	67.12
16-64981	01-48410	Special Ops Uniforms, Inc	Honor Guard	12/2015	242905	294.96
			Honor Guard	12/2015	242904	221.96
			Honor Guard	12/2015	242960	214.97
			Honor Guard	12/2015	242903	192.97
			Honor Guard	1/2016	243802	132.92
			Honor Guard	1/2016	244060	225.09
			Honor Guard	1/2016	244720	242.08
			Honor Guard	1/2016	244719	242.08
			Honor Guard	2/2016	245708	123.98
			Honor Guard	3/2016	246647	17.99
16-65663	01-90321	C.O.P.S. Products LLC	Peters boots	3/2016	20160348	100.00
DEPARTMENT TOTAL:						3,121.27
DEPARTMENT: 108 STREET DEPARTMENT						
16-65708	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	3/2016	Clean 50758882	58.03
16-65770	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	3/2016	Clean 50759988	58.11
16-65749	01-30600	Lowe's Companies, Inc.	cold patch	3/2016	01672	711.27
16-65474	01-47670	SignalTek, Inc.	pole replacement	3/2016	11456	7,305.00
DEPARTMENT TOTAL:						8,132.41
DEPARTMENT: 109 MUNICIPAL COURT						
16-64886	01-00106	City of Yukon (BankOne)CRT	Copy Paper	3/2016	Staples 7152587586	149.97
16-64887	01-00106	City of Yukon (BankOne)CRT	Record Supplies	1/2016	Staples 7150245858	51.62
			Record Supplies	2/2016	Staples 7151364026	72.92
			Record Supplies	2/2016	Staples 1444243	32.94-
			Record Supplies	3/2016	Staples 7152588269	36.99
16-65730	01-00106	City of Yukon (BankOne)CRT	Certified Mailings	2/2016	USPS 878	8.77
			Certified Mailings	3/2016	USPS 140	8.33
16-65734	01-00106	City of Yukon (BankOne)CRT	Postage	3/2016	USPS 137	98.00
			Postage Tape	3/2016	USPS 137	3.49
DEPARTMENT TOTAL:						397.15

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTMENT: 111		TECHNOLOGY					
16-65691	01-00105	City of Yukon (BankOne)FD	Active 911 Renewal	3/2016	Active911 85274	141.00	
16-65609	01-00123	City of Yukon (BankOne)TEC	HP Toner	3/2016	CDW-G CJF2714	123.96	
16-65739	01-00123	City of Yukon (BankOne)TEC	CN045AN Black	3/2016	Staples 9736743009	32.30	
			CN047AN Magenta	3/2016	Staples 9736743009	25.49	
			CN046AN Cyan	3/2016	Staples 9736743009	25.49	
			CN045AN Yellow	3/2016	Staples 9736743009	25.49	
16-65773	01-00123	City of Yukon (BankOne)TEC	Archive Social Renewal	3/2016	ArchiveSocial 1889	1,788.00	
16-65795	01-00123	City of Yukon (BankOne)TEC	Investigatons Phone srvc	3/2016	Verizon 9761717582	56.90	
16-65796	01-00123	City of Yukon (BankOne)TEC	Mob Phone SrvcFB-16	3/2016	Verizon 9761717577	3,102.05	
16-65797	01-00123	City of Yukon (BankOne)TEC	iPad ServiceFB'15	3/2016	Verizon 9761717580	301.56	
16-65798	01-00123	City of Yukon (BankOne)TEC	iPad ServiceFB'15	3/2016	Verizon 9761717581	292.91	
16-65799	01-00123	City of Yukon (BankOne)TEC	Internet/Cable Srvc	3/2016	Cox 031716	2,470.49	
16-65775	01-06373	City of Oklahoma City	PD Radio Usage Fees	2/2016	YUKON - 13	8,610.00	
			FD Radio Usage Fees	2/2016	YUKON - 13	4,545.00	
16-65608	01-06710	Coast To Coast Computer Pro	HP Toner	3/2016	1457168	219.00	
			HP Toner	3/2016	1456884	247.00	
16-65690	01-06710	Coast To Coast Computer Pro	HP Toner	3/2016	1458871	178.00	
			HP Toner	3/2016	1458871	118.00	
16-65689	01-27720	Kronos, Inc.	Kronos Timkeeping Charge	3/2016	11035609	781.56	
16-65686	01-40840	Presidio Networked	Technical Support Ho	2/2016	6021116001596	218.75	
16-65650	01-48255	Software House Internationa	VMWare Maint Renewal	3/2016	B04712013	1,540.00	
16-65738	01-48885	Superior Office Systems	Copier Rental Charge	3/2016	10793	825.00	
			Per Page Copy Charge	3/2016	10793	318.74	
16-65687	01-51740	Tyler Technologies, Inc.	Custom Export Maint	4/2016	025-150352	471.72	
16-65688	01-51740	Tyler Technologies, Inc.	System Mgt Srvc	4/2016	025-150848	578.81	
DEPARTMENT TOTAL:						27,037.22	
DEPARTMENT: 112		DEVELOPMENT SERVICES					
16-65731	01-00107	City of Yukon (BankOne)CMD	Office Supplies	3/2016	Staples 7153088757	350.95	
16-65629	01-47660	Shred-it US JV LLC	document destruction	2/2016	9409448847	9.69	
16-65764	01-47660	Shred-it US JV LLC	DOCUMENT DESTRUCTION	3/2016	9409815366	9.69	
16-65630	01-71900	Mitchell Hort	Meals	3/2016	030816	44.80	
DEPARTMENT TOTAL:						415.13	

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 113		LIBRARY				
16-64372	01-00108	City of Yukon (BankOne)LIB	Program Supplies-All ages	3/2016	Wal-Mart 05453	24.48
			Program Supplies-All ages	3/2016	Hastings 5957448	22.49
16-65394	01-00108	City of Yukon (BankOne)LIB	Postage for ILL	3/2016	USPS 194	32.81
16-65616	01-00108	City of Yukon (BankOne)LIB	Floursecent Light Bulbs	3/2016	Locke 28097575-00	118.20
DEPARTMENT TOTAL:						197.98
DEPARTMENT: 114		PROPERTY MAINTENANCE				
16-65704	01-00180	City of Yukon (BankOne)PW	bulbs	3/2016	Voss 30150532-00	23.76
16-65708	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	3/2016	Clean 50758882	30.32
16-65722	01-00180	City of Yukon (BankOne)PW	belts, brushes	3/2016	Yukon Vac 3275	77.90
16-65770	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	3/2016	Clean 50759988	30.32
16-65829	01-06750	Clearwater Enterprises, LLC	SrvCity Bldgs-02/16	3/2016	8476-24061602	912.85
16-65831	01-37200	OK Gas & Electric	Service Several Locations	3/2016	031116 951 Industr	56.33
			Service Several Locations	3/2016	031116 712 Oak Cre	28.31
			Service Several Locations	3/2016	032416 501 Ash Ave	65.42
			Service Several Locations	3/2016	031616 1488 Health	25.93
			Service Several Locations	3/2016	032416 301 W Main	30.85
			Service Several Locations	3/2016	032516 1325 E Main	28.68
			Service Several Locations	3/2016	030916 550 S Yukon	195.14
			Service Several Locations	3/2016	031516 1350 W Main	27.04
16-65832	01-37200	OK Gas & Electric	Srvc-Comb Bill-Feb '16	3/2016	031016	26,124.84
16-65828	01-37600	OK Natural Gas Co	Service Several Locations	3/2016	030816 1000 E Main	758.30
			Service Several Locations	3/2016	030816 951 Industr	218.40
			Service Several Locations	3/2016	031416 1035 Indust	189.96
16-65834	01-37600	OK Natural Gas Co	Service Several Locations	3/2016	030816 4900 Wagner	28.28
			Service Several Locations	3/2016	030816 100 S Ranch	581.82
			Service Several Locations	3/2016	031416 501 Ash	225.35
DEPARTMENT TOTAL:						29,659.80
DEPARTMENT: 115		HUMAN RESOURCES				
16-65713	01-53450	United Linen - Uniform Re	Safety Lunch Linen	3/2016	S1910639	155.68
DEPARTMENT TOTAL:						155.68

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 116 PARK ADMINISTRATION						
16-65551	01-00110	City of Yukon (BankOne)REC	FOC Ad Spring Issue	2/2016	Amer Spring 2016-1	455.00
16-65595	01-00110	City of Yukon (BankOne)REC	Volunteer Lunch	3/2016	Tony's 4223	57.50
			Volunteer Lunch	3/2016	Wal-Mart 08376	36.44
16-65655	01-07390	Crosslands A & A Rent-All S	Porta potties for parks	1/2016	12790Q-7	63.00
			Porta potties for parks	2/2016	12790R-7	63.00
			Porta potties for parks	2/2016	23706J-7	63.00
			Porta potties for parks	2/2016	11280R-7	63.00
			Porta potties for parks	2/2016	21142K-7	126.00
			Porta potties for parks	3/2016	12790S-7	63.00
			Porta potties for parks	3/2016	21142L-7	126.00
			Porta potties for parks	3/2016	11280S-7	63.00
			Porta potties for parks	3/2016	23706K-7	63.00
16-65623	01-47660	Shred-it US JV LLC	document shredding	2/2016	9409448725	9.69
16-65658	01-53450	United Linen - Uniform Re	linens for the centers	3/2016	1910994	35.00
			linens for the centers	3/2016	1914949	40.19
			linens for the centers	3/2016	1910984	70.91
			linens for the centers	3/2016	1914946	78.63
			linens for the centers	3/2016	C1913465	35.00-
16-65756	01-53450	United Linen - Uniform Re	table cloths	3/2016	S1914574	71.68
DEPARTMENT TOTAL:						1,513.04
DEPARTMENT: 117 PARK MAINTENANCE						
16-65708	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	3/2016	Clean 50758882	33.28
16-65728	01-00180	City of Yukon (BankOne)PW	fence for ycc	3/2016	All State Fenc 639	1,532.36
16-65770	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	3/2016	Clean 50759988	33.28
16-65729	01-30600	Lowe's Companies, Inc.	quickcrete	3/2016	03201	88.80
DEPARTMENT TOTAL:						1,687.72
DEPARTMENT: 118 RECREATION FACILITIES						
16-65547	01-00110	City of Yukon (BankOne)REC	Parent Night Out	3/2016	Wal-Mart 05714	45.23
16-65548	01-00110	City of Yukon (BankOne)REC	Hoses for pool draining	3/2016	ICM 030116	225.00
16-65553	01-00110	City of Yukon (BankOne)REC	Awards Dodgeball	3/2016	Embroid E7111	100.00
16-65555	01-00110	City of Yukon (BankOne)REC	supplies for crafts	3/2016	Wal-Mart 06381	100.78
16-65598	01-00110	City of Yukon (BankOne)REC	t-shirts campers/staff	3/2016	Ski's Tees 030216	217.00
16-65660	01-00110	City of Yukon (BankOne)REC	March Bunco supplies	3/2016	Wal-Mart 02396	77.83
16-65752	01-00110	City of Yukon (BankOne)REC	food for DRC	3/2016	Wal-Mart 01744	76.45
			food for DRC	3/2016	Buy for Les 031716	17.98
16-65780	01-00110	City of Yukon (BankOne)REC	T-Shirt	3/2016	Ski's Tees 032716	512.00
16-65624	01-1	Megan Brakefield	rental refund	2/2016	MB 38922	100.00
DEPARTMENT TOTAL:						1,472.27
FUND TOTAL:						133,722.02

FUND: 36 - ST Capital Improvement

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501 SALES TAX CAPITAL IMPROV						
16-64841	01-00108	City of Yukon (BankOne)LIB	Locally purchased materia	3/2016	Hastings 5957443	185.55
16-65715	01-00180	City of Yukon (BankOne)PW	new meter set	3/2016	HD Supply F305374	803.00
16-65716	01-00180	City of Yukon (BankOne)PW	jumbo cans, copper	3/2016	OK Contrac 0546831	798.00
16-65721	01-00180	City of Yukon (BankOne)PW	meter, saddle, corp	3/2016	HD Supply F305362	770.00
16-64946	01-04450	Brodart	Adult Standing Order	3/2016	B4288888	16.32
			Adult Standing Order	3/2016	B4306778	27.19
			Adult Standing Order	3/2016	B4306845	15.80
			Adult Standing Order	3/2016	B4310831	13.59
			Adult Standing Order	3/2016	B4310832	11.39
			Adult Standing Order	3/2016	B4315801	12.47
			Adult Standing Order	3/2016	B4321035	13.04
16-65504	01-04450	Brodart	Adult Fiction Materials	3/2016	B4288886	174.52
16-65402	01-05395	Casco Industries, Inc.	FF gloves	3/2016	167169	378.00
16-65627	01-05395	Casco Industries, Inc.	Noel - bunker boots	3/2016	166587	355.00
16-65682	01-05490	CDW Government Inc.	VMWare VSphere 6	3/2016	CLN8424	3,730.85
			Support Subscription	3/2016	CLN8424	1,090.28
16-65395	01-44395	Recorded Books, LLC	EAudio Standing Order	3/2016	75300751	93.44
16-65506	01-44395	Recorded Books, LLC	DVD Standing Order	3/2016	0675926	191.37
16-65820	01-50700	Triad Design Group	A/E I-40 Frisco Rd Inter	3/2016	9637	30,301.50
16-65567	01-57475	Northern Safety & Industriarepair 2	SCBA airpaks	3/2016	901831639	271.00
DEPARTMENT TOTAL:						39,252.31
FUND TOTAL:						39,252.31

FUND: 64 - Special Revenue

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 128						
16-65753	01-00110	PARK & EVENTS SPEC REVENU City of Yukon (BankOne)REC	Taste of Yukon t-shirts	3/2016	Ski's Tees 031616	780.00
16-65757	01-46940	Sam's Club Direct-G.E.Capit	Taste of Yukon supplies	3/2016	4087A	79.14
DEPARTMENT TOTAL:						859.14
DEPARTMENT: 144						
16-65683	01-37469	LIBRARY STATE AID OK Library Association	Annual Conference Registr	3/2016	200001293	325.00
DEPARTMENT TOTAL:						325.00
DEPARTMENT: 146						
16-65583	01-04450	LIBRARY GRANT REVENUE Brodart	Adult Fiction Materials	3/2016	B4321034	136.20
			Adult Fiction Materials	3/2016	B4287619	83.73
			Adult Fiction Materials	3/2016	B4288887	28.81
16-65652	01-04450	Brodart	Children's Fiction/non fi	3/2016	B4315800	121.00
16-65720	01-16230	Gale Group Inc	Large Print Standing Orde	2/2016	57586866	52.68
			Large Print Standing Orde	3/2016	57677307	47.23
			Large Print Standing Orde	3/2016	57686011	47.98
			Large Print Standing Orde	3/2016	57686716	122.36
			Large Print Standing Orde	3/2016	57750688	23.99
16-65564	01-39575	Perma-Bound Books	2017 Sequoyah Books	3/2016	1673182-00	543.40
DEPARTMENT TOTAL:						1,207.38
DEPARTMENT: 167						
16-65679	01-13020	POLICE DEPT SPECIAL REVEN FX Technologies	emergency equipment	3/2016	357	227.00
16-65121	01-30600	Lowe's Companies, Inc.	flooring material	3/2016	79584	1,248.00
			flooring material	3/2016	01759	88.81
			flooring material	3/2016	14124	27.53
16-64522	01-71239	Kristopher Goble	meals at Cleet	3/2016	031816	224.49
DEPARTMENT TOTAL:						1,815.83
FUND TOTAL:						4,207.35

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 201 WATER DISTRIBUTION						
16-65274	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	2/2016	J&R Equip 30491	172.24
16-65473	01-00180	City of Yukon (BankOne)PW	phasers, solenoid	2/2016	Joe Cooper 569711	2,602.12
16-65708	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	3/2016	Clean 50758882	41.30
16-65710	01-00180	City of Yukon (BankOne)PW	CNG fuel	3/2016	Love's 96070	18.25
16-65724	01-00180	City of Yukon (BankOne)PW	valve, packing kit	3/2016	Buckhorn Pum 24002	624.98
16-65725	01-00180	City of Yukon (BankOne)PW	3/4" meters	3/2016	HD Supply F305393	450.00
16-65727	01-00180	City of Yukon (BankOne)PW	CNG fuel	3/2016	Love's 97596	14.75
16-65741	01-00180	City of Yukon (BankOne)PW	CNG fuel	3/2016	Love's 99509	13.44
16-65742	01-00180	City of Yukon (BankOne)PW	CNG fuel	3/2016	Love's 99017	18.29
16-65748	01-00180	City of Yukon (BankOne)PW	meter cans with lids	3/2016	HD Supply F305382	1,225.00
16-65770	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	3/2016	Clean 50759988	41.30
16-65771	01-00180	City of Yukon (BankOne)PW	CNG fuel	3/2016	Love's 51412	16.36
16-65800	01-00180	City of Yukon (BankOne)PW	y connector	3/2016	J&R Equip 30728	369.17
16-65718	01-39550	Paul Penley Oil Company,	Inunleaded fuel	3/2016	0116265-IN	419.05
			diesel fuel	3/2016	0116265-IN	108.71
DEPARTMENT TOTAL:						6,134.96
DEPARTMENT: 202 UTILITY BILLING						
16-65793	01-00123	City of Yukon (BankOne)TEC	MR Phone Srvc	3/2016	Verizon 9761717578	169.49
16-65708	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	3/2016	Clean 50758882	22.01
16-65770	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	3/2016	Clean 50759988	22.01
16-65696	01-08350	DataProse LLC	Feb 2016	2/2016	DP1600623	5,783.29
16-65805	01-29320	Linebarger, Goggan, Blair	&09-2340-07-0	3/2016	031616	9.30
			13-1710-06-0	3/2016	031616	203.78
16-65718	01-39550	Paul Penley Oil Company,	Inunleaded fuel	3/2016	0116265-IN	232.27
16-65767	01-39960	Pitney Bowes	Letter Opener Maintenance	3/2016	7245806-MR16	704.67
16-65687	01-51740	Tyler Technologies, Inc.	Custom Export Maint	4/2016	025-150352	471.72
DEPARTMENT TOTAL:						7,618.54
DEPARTMENT: 203 TREATMENT AND SUPPLY						
16-65746	01-00180	City of Yukon (BankOne)PW	bulbs and ballasts	3/2016	Locke 28176426-00	303.25
16-65830	01-06375	City of Oklahoma City	Water usage - Feb '16	3/2016	030816	113,051.52
16-65776	01-55800	Veolia Water North America	Service for Feb '16	2/2016	00055274	95,671.93
16-65778	01-55800	Veolia Water North America	monthly fees for March	3/2016	00056038	95,671.93
DEPARTMENT TOTAL:						304,698.63

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 204		FLEET MAINTENANCE				
16-65274	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	2/2016	Bob Howard 4205406	99.40
			parts to repair vehicles	2/2016	Conrad Fire 505077	402.34
16-65635	01-00180	City of Yukon (BankOne)PW	cupped teeth	3/2016	Bobcat P33151	291.54
16-65707	01-00180	City of Yukon (BankOne)PW	air filter	3/2016	NAPA 628408	18.36
16-65708	01-00180	City of Yukon (BankOne)PW	red oil rag rental	3/2016	Clean 50758882	20.06
			uniform cleaning,ren	3/2016	Clean 50758882	19.10
16-65709	01-00180	City of Yukon (BankOne)PW	cng fuel	3/2016	Love's 96549	24.67
16-65711	01-00180	City of Yukon (BankOne)PW	CNG fuel	3/2016	Love's 96105	16.51
16-65726	01-00180	City of Yukon (BankOne)PW	oil filters	3/2016	NAPA 629530	15.38
16-65735	01-00180	City of Yukon (BankOne)PW	valve stem extensions	3/2016	NAPA 629573	9.12
16-65736	01-00180	City of Yukon (BankOne)PW	CNG fuel	3/2016	Love's 97652	15.94
16-65740	01-00180	City of Yukon (BankOne)PW	CNG fuel	3/2016	Love's 99096	20.04
16-65743	01-00180	City of Yukon (BankOne)PW	tires, waste fee	3/2016	Hercules 344830	64.98
			tires, waste fee	3/2016	Goodyear 1005443	21.21-
16-65745	01-00180	City of Yukon (BankOne)PW	hand cleaner	3/2016	H&H Enterpri 52575	80.00
16-65763	01-00180	City of Yukon (BankOne)PW	oil filters	3/2016	O'Reil 0343-168700	182.16
16-65766	01-00180	City of Yukon (BankOne)PW	CNG fuel	3/2016	OnCue 8709	16.65
16-65769	01-00180	City of Yukon (BankOne)PW	antifreeze	3/2016	RelaDyn 0022144-IN	373.46
16-65770	01-00180	City of Yukon (BankOne)PW	red oil rag rental	3/2016	Clean 50759988	30.08
			uniform cleaning,ren	3/2016	Clean 50759988	19.12
16-65787	01-00180	City of Yukon (BankOne)PW	trailer lights	3/2016	NAPA 629911	9.87
16-65789	01-00180	City of Yukon (BankOne)PW	CNG fuel	3/2016	Love's 51204	14.66
16-65801	01-00180	City of Yukon (BankOne)PW	CNG fuel	3/2016	Love's 52805	22.17
16-65802	01-00180	City of Yukon (BankOne)PW	oil filters	3/2016	NAPA 629912	18.54
16-65833	01-37489	OK Tax Commission	vehicle tag	3/2016	CI 24358	38.00
			duplicate tag	3/2016	CI 18762A	11.00
16-65718	01-39550	Paul Penley Oil Company,	Inunleaded fuel	3/2016	0116265-IN	5,033.93
			diesel fuel	3/2016	0116265-IN	1,026.58
DEPARTMENT TOTAL:						7,872.45
FUND TOTAL:						326,324.58

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 301		SANITATION				
16-65794	01-00123	City of Yukon (BankOne)TEC	Sant Svcs Tablets	3/2016	Verizon 9761717579	160.04
16-65274	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	2/2016	Bruckner 476336C	351.40
16-65563	01-00180	City of Yukon (BankOne)PW	8 Tire Recaps for San	3/2016	South Tir 47174957	1,618.88
16-65647	01-00180	City of Yukon (BankOne)PW	recapped tires	3/2016	South Tir 47175491	1,391.12
			waste fee	3/2016	South Tir 47175491	5.00
16-65648	01-00180	City of Yukon (BankOne)PW	hydraulic oil	3/2016	RelaDyn 0021470-IN	1,320.42
16-65705	01-00180	City of Yukon (BankOne)PW	steer tire	3/2016	Hercules 344597	286.55
16-65706	01-00180	City of Yukon (BankOne)PW	air filters	3/2016	NAPA 629531	278.68
16-65708	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	3/2016	Clean 50758882	56.53
16-65744	01-00180	City of Yukon (BankOne)PW	tires, waste fee	3/2016	Hercules 344829	573.10
16-65770	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	3/2016	Clean 50759988	56.53
16-65718	01-39550	Paul Penley Oil Company, In	unleaded fuel	3/2016	0116265-IN	126.80
			diesel fuel	3/2016	0116265-IN	2,766.81
16-65779	01-57420	Waste Connections of Oklaho	Landfill Fee's for Feb 16	2/2016	21849	24,839.56
16-65642	01-57425	Waste Connections of Oklaho	Metal Box Hauling Feb 16	3/2016	1615354	330.00
16-65774	01-57425	Waste Connections of Oklaho	Landfill fees-Jan 2016	1/2016	21744	24,822.37
DEPARTMENT TOTAL:						58,983.79
FUND TOTAL:						58,983.79

FUND: 73 - Storm Water Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 401		STORMWATER				
16-65610	01-05490	CDW Government Inc.	HP Maint Renewal	3/2016	CLJ1456	966.42
16-65718	01-39550	Paul Penley Oil Company,	Inunleaded fuel	3/2016	0116265-IN	14.92
16-65633	01-47660	Shred-it US JV LLC	Document d	2/2016	9409448849	19.38
16-65765	01-47660	Shred-it US JV LLC	Docuement destruction	3/2016	9409815367	19.38
DEPARTMENT TOTAL:						1,020.10
FUND TOTAL:						1,020.10

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 126		T&R-TRAILS PROGRAM GRANT				
16-65732	01-09525	Dolese Bros. Company	TRAILS PROGRAM GRANT	3/2016	RM16012374	330.00
DEPARTMENT TOTAL:						330.00
FUND TOTAL:						330.00
GRAND TOTAL:						563,840.15

Technology Item Listing - April 5, 2016

Item #	Description	Model Number	Serial Number	Dept
0001	Verizon Yellow iPhone 5C 16GB	ME554LL/A	F78MMCM8FNDF	Tech
100121	Dell Monitor 1702FP	1702FP	KR-08G152-47602-272-AF0Q	Tech
	Office Desk Chair	19488-US	N/A	Finance
	2014 Ford Explorer Limited	Explorer Limited	1FM5K7F83EFC55046	PW

Report of Boards, Commissions and Committees

Titles and members of various boards, commissions and committees that are appointed by the Mayor and City Council are listed below, as well as the expiration date of their term and the ward they represent. All terms expire June 30th.

Planning Commission

	Ward 1	2018
Larry Taylor	Ward 2	2018
Ed Hatley	Ward AL	2019
Bill Baker	Ward 3	2016
Robert Davis	Ward 4	2016

Board of Adjustment/Board of Appeal

Sherry Huston	Ward 1	2018
Rena Holland	Ward 2	2018
Buddy Carpenter	Ward AL	2019
Joe Horn	Ward 3	2016
Russ Kline	Ward 4	2016

Park Board

Joe Edwards	Ward 1	2018
Nick Grba	Ward 2	2018
	Ward AL	2019
Cathy Wright	Ward 3	2016
Joe Baumann	Ward 4	2016

Library Board

Teddye Sales*		
Inez Andrews*		
Lee Wells	Ward 1	2018
Joyce Roman	Ward 2	2018
Jesica Wright	Ward AL	2019
Jeanne Riggs	Ward 3	2016
Margaret Albrecht	Ward 4	2016

*Members of Ladies' Library Club are appointed by same

Traffic Commission

Charles Lee	Ward 1	2018
James Montgomery	Ward 2	2018
John Knuppel	Ward AL	2019
Jay Tallant	Ward 3	2016
Darrell R. Goulden	Ward 4	2016

Economic Development Auth.

Michael McEachern	Trustee 1	2017
John Alberts	Trustee 2	2020
Mike Geers	Trustee 3	2018
Tara Peters	Trustee 4	2016
Rena Holland	Trustee 5	2021
Ray Wright	Trustee 6	2019
John Nail	Trustee 7	2019

Spanish Cove

Larry Taylor, Representative

OK Environmental Management Auth.

Richard Russell, Representative
Ken Smith, Alternate

Senior Citizens

Ray Wright, Representative
John Alberts, Alternate

ACOG

Mike McEachern, Member
Richard Russell, Alternate

COWRA

Genie Vinson, Representative
Larry Taylor, Alternate

Sister City Committee

Illona Morris
Terry Beaver
Nancy Novosad
Edwin Sheddeck

ORDINANCE NO. 1335

AN ORDINANCE WHICH PROVIDES AMENDMENT TO THE CODE OF ORDINANCES OF THE CITY OF YUKON, OKLAHOMA BY AMENDING SECTION 114-34 BY PROVIDING FOR FUTURE INCREASES IN FEES FOR WATER SERVICE AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL FOR THE CITY OF YUKON, OKLAHOMA that Section 114-34 of the Code of Ordinances, City of Yukon, Oklahoma is hereby amended to read as follows:

SECTION 1:

Sec. 114-34 Rates established for water service.

Beginning the first billing period after April 1, 2016:

(a) The city shall furnish water to private consumers who have installed connections with the water mains, as in this chapter provided, at a meter rate payable monthly on the fifteenth day of each month, as follows:

- 1. For 0 to 2,000 gallons per month \$13.50
- 2. Next to 10,000 gallons per month,
per 1,000 gallons \$3.79
- 3. All over 12,000 gallons per month,
per 1,000 gallons \$4.46

Provided, however, that the above rates shall not apply if the city, in the interest of public service, shall determine to enter into any special contract with any consumer.

SECTION 2:

An emergency is declared to exist and it is necessary for the public welfare, health and safety that this ordinance take effect immediately upon passage, approval and publication according to law.

PASSED AND APPROVED this _____ day of _____, 2016, with the
Emergency Clause passed separately.

MAYOR

ATTEST:

CITY CLERK
(SEAL)



MEMORANDUM

Date: March 29, 2016

To: Ms. Tammy DeSpain, Acting City Manager

From: Robbie Williams, City Engineer

RWS

Re: CDBG – Small Cities Set Aside
Year 15 Concrete Roadway Replacement Improvement Project

We are requesting City Council consideration to authorize the City Engineer to advertise the above referenced project. This project will replace an existing asphalt roadway with a new concrete roadway on Cedar Avenue between 11th Street and 9th Street. We anticipate City Council consideration of award of the project at the May 17th, 2016 City Council meeting.

SPECIFICATIONS

for

**YEAR 15 – SMALL CITIES SET ASIDE
CONCRETE ROADWAY REPLACEMENT IMPROVEMENT PROJECT**

for the
**CITY OF YUKON
OKLAHOMA**



BY:

**Triad Design Group, Inc.
Architects/Engineers/Planners
3020 N.W. 149th Street, Oklahoma City, Oklahoma 73134
Telephone: 405/752-1122
FAX: 405/752-8855**

Triad Design Group, Inc. Project No. E109.15

APRIL 2016

APPROVAL SHEET

**YEAR 15 – SMALL CITIES SET ASIDE
CONCRETE ROADWAY REPLACEMENT IMPROVEMENT PROJECT**

**for the
CITY OF YUKON
OKLAHOMA**

SUBMITTED BY

TRIAD DESIGN GROUP, INC.

THIS ____ DAY OF _____, 2016

Robert Don Williams, P.E.

NOTICE TO BIDDERS

Notice is hereby given that the City of Yukon will receive sealed bids in the **Office of the City Clerk, City Hall, 500 West Main, Yukon, Oklahoma, 73085** until **2:00p.m. on the 29th day of April, 2016**, for the construction of:

YEAR 15 – SMALL CITIES SET ASIDE CONCRETE ROADWAY REPLACEMENT IMPROVEMENT PROJECT CITY OF YUKON, OKLAHOMA

Bids submitted by a Bidder shall be made in accordance with the Notice to Bidders, Requirements for Bidders, Plans, Specifications, and Bidder's Proposal, which are on file and available for examination at the Office of the City Clerk in the Municipal Building located at 500 West Main, Yukon, Oklahoma, 73085 and are made a part of this notice as fully set forth herein and copy of which may be obtained from Triad Design Group, Inc., 3020 NW 149th St., Oklahoma City, Oklahoma, 73134 upon deposit of **\$25.00 per set**, all of which will be retained. All bids shall remain on file at least forty-eight (48) hours thereafter before a contract shall be made and entered into thereon.

Bids shall also be made in accordance with the prevailing Federal Wage Rates for this locality and project as determined by the Davis-Bacon Wage Determination as though fully set forth herein.

All bids must include assurances that the following provisions will be complied with:

1. Federal Labor Standards Provisions, US Department of Labor, 29 CFR 5;
2. Section 3 of the Housing and Urban Development Act of 1974, as amended; 12 U.S.C. 1701U, which requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in substantial part by persons residing in the area of the project;
3. Section 109 of the Housing and Community Development Act of 1974, which assures that no person shall, on the grounds of race, color, natural origin or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination;
4. Certification of Non-Segregated Facilities, which assures the bidder does not maintain or provide any segregated facilities;
5. Equal Opportunity Provisions – Executive Order 11246, as amended, which assures non-discrimination;
6. Minority Business Enterprise and Women Business Enterprise provisions which encourage minority-owned businesses and women-owned businesses to bid on the project;
7. Assurances that surety companies executing bonds appear on the Treasury Department's list and are authorized to transact business in the State where the project is located.

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened.

A cashier's check, a certified check, or a surety bond in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder.

The City of Yukon reserves the right to reject any or all bids. Bids will be opened at 2:00 p.m. on the 29th day of April, 2016, in the Centennial Building Conference Room, 12 South 5th Street, Yukon, Oklahoma, 73085.

A pre-bid conference will be held at the City of Yukon, Centennial Building Conference Room, 12 South 5th Street, Yukon, Oklahoma, 73085 on April 21, 2016, at 2:00 p.m.

NON-DISCRIMINATION IN EMPLOYMENT

Bidders on this work will be required to comply with the President's Executive Order No. 11246. The requirements for bidders and contractors under this order are explained in the specifications.

City Clerk

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GENERAL PROVISIONS

GENERAL PROVISIONS

The C.D.B.G. General Conditions (pg GP 29 through GP 49) and C.D.B.G. Supplemental General Conditions (pg GP 50 through GP 57), govern over the City's General Provisions and Special Provisions.

DEFINITION OF TERMS

2.01 - Definitions. Wherever the words, forms or phrases herein define, or pronouns used in their stead, occur in these specifications, in the contract or in the advertisement or any document or instrument herein contemplated or to which these specifications apply, the intent and meaning shall be interpreted as follows:

A.A.S.H.T.O. - The American Association of State Highway Transportation Officials.

ADVERTISEMENT - All of the legal publications pertaining to the work contemplated or under contract.

A.S.T.M. - The American Society for Testing Materials.

AWARD - The decision of the City to accept the proposal of the lowest and best bidder for the work, subject to the execution and approval of a satisfactory contract and the required bonds therefore specified or otherwise required by law.

BIDDER - Any person or persons, partnership, company, firm or corporation acting directly through a duly authorized representative submitting a proposal for the work contemplated.

CALENDAR DAY – Any day shown on the calendar beginning and ending at midnight.

CITY - City of Yukon, Oklahoma, a Municipal Corporation, acting through its duly authorized representatives or agents.

CITY AUDITOR - The City Auditor of the City of or his/her duly authorized assistants or agents.

CITY BUILDING DEPARTMENT - The City Building Department.

CITY CLERK - The City Clerk of the City, or his duly authorized assistants or agents.

CITY MANAGER - The Manager of the City.

CITY TREASURER - The City Treasurer of the City, or his duly authorized assistants or agents.

CONSTRUCTION BOND - The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the contractor to execute the work in accordance with the plans, specifications and terms of the contract.

CONTRACT - The written agreement covering the performance of the work. The contract includes the Advertisement and Notice to the Contractors, Proposals, Bonds, Specifications, including special Provisions, plans or working drawings and any supplemental agreements pertaining to the work or materials therefor.

CONTRACTOR - The persons or persons, partnership, company, firm or corporation entering into contract for the execution of the work acting directly through a duly authorized representative.

COUNCIL - The Council of the City.

DEVELOPER - The owner of a tract of land that has been subdivided into lots, blocks, streets, and alleys having street improvements made in accordance with these specifications by private contract.

DIRECTOR OF PUBLIC WORKS - The person acting within the scope of duly delegated authority.

ENGINEER - City Engineer or his duly authorized agents acting severally within the scope of the particular duties entrusted to them.

EXTRA WORK - Any work performed by the Contractor not provided for by the plans.

FURNISH - To supply.

MAINTENANCE BOND - The approved form of security furnished by the Contractor and his surety as a guarantee that he will maintain the work constructed by him, against any failure due to defective material or workmanship.

MAJOR PAY ITEM - Any item having an original contract value in excess of 10 percent of the original contract amount shall be considered as a major item or items. All other items shall be considered minor items.

MAYOR - The Mayor of the City and Chairman of the City of Yukon Municipal Authority.

MOBILIZATION - Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed, or costs incurred, prior to beginning work on the various items on the project site. Payment for same will be made as provided for in the Special Provisions.

MUNICIPAL COUNSELOR - The Municipal Attorney of the City or his duly authorized assistants or agents.

OWNER - The owner is that person or agency contracting for the proposed improvements.

PLAN OR PLANS - All of the drawings pertaining to the contract and made a part thereof, including such supplemental drawings as the Engineer may issue from time to time, in order to elucidate other drawings or for the purpose of showing changes in the work as authorized under the Section, "Changes and Alterations", or for showing details not shown thereon.

PROPOSAL - The written statement or statements duly filed with the City Clerk or the person or persons, partnership, company, firm or corporation proposing to do the work contemplated.

PROPOSAL FORM - The approved form on which the formal bids for the work are to be prepared and submitted.

PROPOSAL GUARANTY - The security, designated in the "proposal form" and in the Advertisement, to be furnished by the bidder as a guarantee of good faith to enter into a contract with the City and to execute the required bonds for the work contemplated after the work is awarded to him and as liquidated damages in event of failure to do so.

PROVIDE - To furnish and erect or install.

SPECIAL PROVISIONS - The special clauses setting forth conditions or requirements peculiar to the specific project involved, supplementing the Standard Specifications and taking precedent over any conditions or requirements of the Standard Specifications with which they are in conflict.

SPECIFICATIONS - The directions, provisions and requirements contained herein, together with the "Special Provisions" supplemental hereto, pertaining to the method and manner of performing the work or to the kinds, quantities or qualities of materials to be furnished under the contract and methods of measurement and basis of payment.

STATUTORY BOND - The approved form of Surety furnished by the Contractor and his Surety as a guarantee that he will pay, in full, all bills and accounts for material and labor used in the construction of the work, as provided by law.

SUBSTANTIAL COMPLETION - The term "substantial completion" means that the work, structure, or facility has been made suitable for occupancy or use, and is in condition to serve its intended purpose, but may require minor miscellaneous work or adjustment.

SURETY OR SURETIES - The Corporate body which is bound by such bonds as are required with and for the Contractor and engages to be responsible for the entire and satisfactory fulfillment of the contract and for any and all requirements as set out in the specifications, contract or plans.

THE WORK - All construction activities included within the scope of the plans and specifications, including the furnishing of labor, materials, tools, equipment and incidentals, to be performed by the Contractor under the terms of the contract.

WORKING DAY - Any day, other than a legal holiday, Saturday or Sunday, on which the approximate normal working forces of the Contractor may proceed with regular work in a manner satisfactory to the Engineer for at least six (6) hours, toward completion of the work, unless work is suspended for causes beyond the Contractor's control, provided that Saturdays, Sundays, and legal holidays on which the Contractor's forces do engage in regular work will be

considered as working days. A weekly schedule of working days charged to the job shall be submitted to the Engineer for his concurrence.

REQUIREMENTS FOR BIDDERS

2.02 - Requirements. The items noted in this section apply to and become part of the terms and conditions of the Proposal and Detailed Proposal as though they were included in their entirety. Any exceptions must be in writing.

All bidders shall comply with the pre-qualification requirements of the City of Oklahoma City.

2.03 - Content of Proposal Forms. Bids must be submitted on the Proposal Form and Detailed Proposal Form as appropriate. Said forms will be provided by the City and will state the general location and description of the contemplated work and will contain a list of the items of work to be done or materials to be furnished and upon which bid prices are asked. The Proposal Form will state the time limits for commencing and for completing the work and will provide for entering the amount of the proposal guaranty. The proposal form will contain a non-collusion affidavit.

2.04 - Interpretation of Plans and Specifications. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Engineer a written request for an interpretation thereof. The person submitting such request will be responsible for its prompt delivery. An interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents.

2.05 - Examination of Documents and Site of the Work. Bidders are advised that the plans and specifications of the Engineer on file with the City Clerk shall constitute all the information which the City will furnish. No other information given by the City or any official thereof prior to the execution of the contract shall ever become a part of or change the contract, plans or specifications or be binding on the City. Bidders are required, prior to submitting any proposal, to read carefully the specifications, the proposal, contract and bond forms; to examine carefully all estimates officially opened for examination and all plans on file with the City Clerk; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or the time required for its completion and obtain all information required to make an intelligent proposal. It is mutually agreed that submission of a proposal will be evidence that the bidder has made the examination and investigations required herein.

2.06 - Preparation and Filing of Proposal. Bids and affidavits must be made in duplicate and filed in sealed envelopes within the time limit for receiving proposals, as stated in the Notice to Bidders, which envelopes shall bear a legible notation thereon "PROPOSAL" and the name of the project. The copies shall be filed with the City Clerk in the Municipal Building or as directed by the Notice to Bidders. All blank spaces in the proposal forms shall be correctly filled in and the bidder shall state the prices, typewritten or written in ink, both in words and numerals, for

which he proposes to do the work contemplated or furnish the materials required. All prices shall be distinct and legible. In cases of conflict between the Proposal and Detailed Proposal, the unit prices specified on the Detailed Proposal shall govern.

If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent and his post office address given. If the proposal is submitted by a firm or partnership, the name and post office address of each member must be given and the proposal signed by a member of the firm or partnership as a person duly authorized. If the proposal is made by a company or corporation, the company or corporate name and the State under the laws of which said company or corporation is chartered and the business address must be given and the proposal signed by an official or agent duly authorized. Powers of Attorney, authorizing agents or others to sign proposals must be properly certified and must be in writing and on file with the City Clerk.

2.07 - Proposal Affidavit. The bidder must execute the sworn statement found on the Proposal that the person signing the Proposal executed said Proposal in behalf of the bidder therein named and that he had lawful authority to do so, and that said bidder has not directly or indirectly entered into any agreement, express or implied, with any other bidder or bidders having for its object the controlling of the amount of such bid or any bids, the limiting of the bids or bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any bid or the subject matter of the bid or of the profits thereof, and that he has not and will not divulge said sealed bid to any person whomever except those having a partnership or other financial interest with him in said bid, until after the said sealed bids are opened.

2.08 - Proposal Guaranty. Proposals will not be considered unless the original filed with the City Clerk is accompanied by a bidder's bond or certified or cashier's check in the required amount, made payable to the Treasurer of the City. The proposal guaranty shall be in the amount of five (5) percent of the total amount of the bid unless otherwise provided in the Advertisement or Special Provisions. The proposal guaranty is required as evidence of good faith and as a guarantee that if awarded the contract, the bidder will execute the contract and furnish the required bonds within the required time and as liquidated damages in event of failure to do so.

2.09 - Withdrawal of Proposals. Any bidder upon his or his authorized representative's written request, or by telegram to the City Clerk will be given permission to withdraw his proposal not later than the time set for opening thereof. After other proposals are opened and read, the proposal for which withdrawal is requested in a timely manner will be returned unopened.

2.10 - Opening of Proposals. The proposals filed with the City Clerk will be opened at the time stated in the advertisement and shall thereafter remain on file in the office of said City Clerk for 48 hours before any contract will be entered into, based on such proposal.

2.11 - Irregular Proposals. Any bid proposal that shows any omission, alteration of form, addition or condition not called for in any unauthorized bid proposal shall be deemed irregular; however, the City reserves the right to waive technicalities and make the award in the best interest of the City.

2.12 - Rejection of Proposals. The City reserves the right to reject any or all proposals and all proposals submitted are subject to this reservation. Proposal may be rejected for any of the following specific reasons:

- A. Proposals received before or after the time limit for receiving proposals as stated in the advertisement.
- B. Proposal prices obviously unbalanced.
- C. Total proposal price above the Engineer's estimate of total cost.
- D. Proposals that are incomplete insofar as the Non-Collusion Affidavit, required signatures, or containing any material irregularities.
- E. Failure to submit Proposal Guaranty.
- F. Bidder not pre-qualified.
- G. Any other irregularity.

2.13 - Disqualification of Bidder. Bidders may be disqualified and their proposals not considered for any of the following specific reasons:

- A. Where more than one proposal for an individual, firm, partnership, or corporation is filed under the same or different names and where such proposals are not identical in every respect.
- B. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated or materials to be furnished.
- C. Reason for believing that collusion exists among the bidders.
- D. The bidder being in arrears on any existing contracts, interested in any litigation against the City or having defaulted on a previous contract.
- E. Lack of competency, as revealed by the financial statement, experience and equipment questionnaires, etc.
- F. Uncompleted work which, in the judgment of the City, will hinder or prevent the prompt completion of additional work, if awarded.
- G. Any other matter which comes to the attention of the City which, in the sole discretion of the City, would cast reasonable doubt upon bidder's ability to perform the contract.

AWARD AND EXECUTION OF CONTRACT

2.14 - Consideration of Proposals. After the proposals are opened, those proposals containing unit prices will be tabulated for comparison on the basis of the quantities shown in the approximated estimate. Until the final award of the contract, the City reserves the right to reject any or all proposals, to waive technicalities and to advertise for new proposals or proceed to do the work otherwise when the best interests of the City will be promoted thereby.

2.15 - Award of Contract. The City reserves the right to withhold the award of the contract for a period of time not to exceed thirty (30) days unless mutually agreed upon from the date of opening the proposals and no award will be made until the necessary investigations are made as to the responsibility of the low bidder. The awarding of the contract shall give the bidder no right of action or claim against the City upon such contract until the execution of the contract shall have been completed and the contract delivered to the Contractor.

2.16 - Return of Proposal Guaranty. As soon as the proposal prices have been compared, the City may, at its discretion, return the proposal quantities accompanying proposals which in its judgment would not be considered in making the award. Should the awarding of the contract be delayed more than thirty (30) days, all bidders' checks will be returned unless such delay is from causes beyond the control of the City, and in such event the proposal and bidder's check, of any bidder, will be returned at the bidder's option.

2.17 - Surety Bonds. With the execution and delivery of the contract, the Contractors shall furnish and file with the City in the amounts herein required, the following surety bonds:

- A. A good and sufficient Construction Bond in an amount equal to one hundred (100) percent of the approximate total amount of the contract, guaranteeing the full and faithful execution of the work and performance of the contract.
- B. A good and sufficient Statutory Bond in an amount equal to one hundred (100) percent of the approximate total amount of the contract, guaranteeing payment for all labor, materials, and equipment used in the construction of the improvement.
- C. A good and sufficient Maintenance Bond will be required for a period of **two (2) year** for all improvements from the date of final acceptance of the project by the City. Said bond shall be as stated on the maintenance bond form.

All bonds shall be acceptable to the Owner. All bonds shall be made on forms furnished by the City and shall be executed by surety companies licensed to do business in the state of Oklahoma and conforming to the requirements of the City and acceptable to the City of Yukon. Each bond shall be executed by the Contractor and the Surety.

2.18 - Execution of Contract. The person or persons, partnership, company, firm or corporation to whom a contract is awarded shall within seven (7) days after such award sign the necessary agreements entering into the required contract with the City and execute and deliver the required bonds.

No contract shall be binding on the City until it has been approved by the City Attorney, executed by the City of Yukon and delivered to the Contractor.

2.19 - Failure to Execute Contract. Upon failure of the bidder to execute the required bonds or to sign the required contract within seven (7) days after the contract is awarded, he will be considered to have abandoned his proposal and the City may annul the award. By reason of the uncertainty of market prices of the materials and labor and it being impracticable and extremely difficult to fix the amount of damages to which the City would be put by reason of said bidder's failure to execute said bonds and contract within seven (7) days, the proposal guaranty accompanying the proposal shall be an agreed amount of damages which the City will suffer by reason of such failure on the part of the bidder and shall thereupon be retained by the City as liquidated damage. The filing of a proposal will be considered as an acceptance of this provision.

SCOPE OF WORK

2.20 - Intent of Plans and Specifications. The intent of the plans and specifications is to prescribe a complete scope of work or improvement which the Contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal and contract. The Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work, unless otherwise specified.

2.21 - Design, Drawing and Instructions. It is agreed that the Owner will be responsible for the adequacy of design and sufficiency of the Drawings and Specifications. The Owner, through the Engineer, or the Engineer and the Owner's representative, shall furnish drawings and specifications which adequately represent the requirements of the work to be performed under the Contract. All such drawings and instructions shall be consistent with the Contract Documents and shall be true developments thereof. Drawings and specifications which adequately represent the work to be done shall be furnished prior to the time of entering into the Contract. The Engineer may, during the life of the Contract, issue additional instructions, by means of drawings or other media, necessary to clarify the work or illustrate changes in the work.

2.22 - Special Provisions. Should any work or any conditions which are not thoroughly or satisfactorily stipulated or covered by the general or standard specifications be anticipated on any proposed work, "Special Provisions" for such work may be prepared and shall be considered as a part of the specifications and contract.

2.23 - Increased or Decreased Quantities of Work. Where the quantity of a major pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than fifteen percent (15%) above or below the estimated quantity stated in this contract, as it may hereafter be modified, an equitable adjustment in the contract unit price shall be made upon demand of either party. If the quantity variation is such as to cause an increase or decrease in the time necessary for completion, the contract shall be increased or decreased on a basis commensurate with the amount and difficulty of the modified work.

2.24 - Alterations of Plans and Specifications. The City reserves the right to make such changes in the plans and in the character of the work as may be necessary or desirable to insure completion of the work in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as

a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the contract.

2.25 - Extra Work. When any work is necessary to the proper completion of the project for which no prices are provided in the proposal or contract, the Contractor shall do such work, but only when and as ordered in writing by the Engineer and with the prior approval of the City of Yukon.

Payment of extra work will be made as hereinafter provided.

2.26 - Final Cleaning Up. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, stumps or portions of trees, and debris of any kind. He shall leave the site of the work in a neat and orderly condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer.

CONTROL OF THE WORK AND MATERIALS

2.27 - Authority of Engineer. The Engineer shall perform technical inspection of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

2.28 - Detail Shop and Working Drawings Furnished by Contractor. The Contractor shall submit to the Engineer for approval, such additional shop and working drawings of structures or equipment as may be required, and prior to the approval of such drawings by the Engineer, any work done or materials ordered shall be at the Contractor's risk. The contract price shall include the cost of furnishing such drawings.

2.29 - Conformity with Plans. Allowable Deviations. All work shall conform to the lines, grades, cross-sections and dimensions accomplished by change orders prepared by the Engineer. All change orders shall be in writing, and shall, except in case of emergency, be approved by the City of Yukon before the work is commenced. Where an actual emergency exists, wherein the delay caused by submitting the change order to the City of Yukon for approval would jeopardize the interest of the City or the public, the Engineer may approve the change order in writing. However, change orders approved by the engineer under the circumstances outlined above shall be submitted to the City for consideration at its next regular meeting.

A. Change orders submitted to the City of Yukon for approval shall bear the approval of the Engineer and shall be prepared in three copies, distributed as follows:

1. One (1) copy to the City;
2. One (1) copy of the Contractor;
3. One (1) copy to the Engineer.

B. Change orders shall include the following:

1. Complete detail of the work contemplated.
2. Estimated cost of the work as originally planned and as contemplated by the Change Order.
3. Complete justification.
4. Statement as to whether the prices shown are contract bid prices or agreed prices.
5. Statement by the Contractor that he is willing to perform the work at the prices shown.
6. Increase or decrease in contract working time.

2.30 - Changed Conditions. Should the Contractor encounter or the Engineer discover during the progress of the work subsurface or latent physical conditions at the site differing materially from those indicated in this contract or unknown physical conditions at the site, of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract, the Engineer shall be promptly notified in writing of such conditions before they are disturbed, or when discovered by the City, the Contractor shall be notified in writing of such conditions.

The Engineer will thereupon promptly investigate the conditions and if he finds they do so materially differ and cause an increase or decrease in the cost of, or the time required for performance of the contract, an equitable adjustment will be made and the contract modified in writing accordingly.

2.31 - Coordination of Plans, Specifications, Proposal and Special Provisions. The plans, these specifications, the proposal, Special Provisions, and all supplementary documents are intended to describe a complete scope of work and are essential parts of the contract. All requirements occurring in any of them are binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications; Special Provisions shall govern over both General and Standard Specifications; and the plans and quantities shown on the plans shall govern over those shown in the proposal. In the event the Contractor or Engineer discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the other.

2.32 - Cooperation of Contractor. Six sets of plans and specifications will be furnished the Contractor. The Contractor shall have a set of plans and specifications available at all points where a separate construction crew is working.

The Contractor shall give to the work the consistent attention necessary to facilitate the program thereof, and he shall cooperate with the Engineer and his inspectors and with other contractors in every way possible. The Contractor shall provide a competent Superintendent on the work at all times who is fully authorized as his agent on the work. Such Superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his representative.

The Contractor and his Superintendent shall provide all reasonable facilities to enable the Engineer and his inspectors to inspect the workmanship and materials entering into the work.

2.33 - Cooperation of Engineer. The Engineer shall give to the work the consistent attention necessary to facilitate the program thereof, and he shall cooperate with the Contractor and his Superintendents and with other contractors in every way possible. The Owner shall provide a competent Inspector available at all times who is fully authorized as his agent on the work. Such Inspector shall be capable of reading and thoroughly understanding the plans and specifications.

2.34 - Construction Stakes. The Engineer will furnish the Contractor with control points for each line; however, the Contractor shall be responsible for establishing all lines, grades, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications. Such control points as the Engineer may set for either his own or the Contractor's guidance shall be scrupulously preserved by the Contractor. In case of negligence on the part of the Contractor or his employees resulting in the destruction of such control points, an amount equal to the cost of replacing the same may be invoiced to the Contractor at the option of the Engineer.

2.35 - Source of Supply and Quality of Materials. The Contractor shall not start delivery of materials until the Engineer has approved the source of supply. Only materials conforming to the requirements of these specifications shall be used in the work and such materials shall be used only after written approval has been given by the Engineer and only so long as the quality of said material remains equal to the requirements of the specifications. The Contractor shall furnish approved materials from other sources, if, for any reason, the product from any source at any time before commencing or during the prosecution of the work proves unacceptable. After approval, any material which has become mixed with or coated by dirt or any other foreign substance during its delivery and handling shall not be used in the work.

2.36 - Samples and Tests of Materials. Where, in the opinion of the Engineer or called for in the specifications, tests of materials are necessary, such tests shall be made by, and at the expense of the City, unless otherwise provided. Tests, unless otherwise specified, are to be made in accordance with the latest standard methods of the American Society for Testing Materials. The Contractor shall provide such facilities as the Engineer may require for collecting and forwarding samples and shall not use the materials represented by the samples until tests have been made and approved by the designated Engineer or testing laboratory. The Contractor in all cases shall furnish the required samples without charge. All tests shall be made by a laboratory designated by the City.

In all cases where the Engineer orders tests or inspections to be made by a testing laboratory, the costs of the tests shall be borne by the Owner, except as otherwise provided herein.

Testing shall be done only on written order of the Engineer on test order forms provided by the City; unless otherwise provided. Nothing in these specifications shall be construed as requiring a specific number of tests to be made; the minimum schedule of satisfactory tests, listed herein, will be furnished by the Engineer and performed by a testing laboratory designated by the City.

The reference made herein to the A.S.T.M. and A.A.S.H.T.O. are to establish a standard for quality of material, and shall not be construed as requiring tests for compliance with these specifications except on the written order of the Engineer as provided above.

A satisfactory test is defined as being a test which shows that the quality of the materials or workmanship meets the requirements of the specifications. Where tests reveal that the quality of the materials or workmanship does not meet the requirements of the specifications, additional tests shall be made as directed by the Engineer until the number of satisfactory tests called for in the schedule have been made. The reports of the tests shall constitute the evidence referred to above.

The Engineer may order tests in addition to the number provided for in the schedule to be made if, in his opinion, such additional tests are necessary. The cost of all tests ordered, in addition to the number of satisfactory tests provided for in the schedule, which show that the materials or workmanship conform to the specifications shall be paid for by the Owner.

All such tests which reveal that the materials or workmanship do not conform to the specifications shall be paid for by the Contractor.

2.37 - Storage of Materials. Materials shall be stored so as to insure the preservation of their quality and fitness for the work. Stored materials shall be located so as to facilitate prompt inspection.

2.38 - Inspection. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the plans and specifications. If the Engineer requires, the Contractor shall at any time before acceptance of the work, remove and uncover such portions of the finished work as may be directed, for inspection. After inspection, the Contractor shall restore said portion of the work to the condition required by the specifications.

Should the work thus exposed on examination prove acceptable, the cost of uncovering or removing and replacing of the covering, or making good the parts removed will be paid for as "Extra Work". Should the work so exposed or examined prove unacceptable, the cost of covering or removing and the placing of the coverage, or making good of the parts removed shall be at the Contractor's expense, provided that where ample notice of the intention to complete or cover up the work was not given by the Contractor to the Engineer, then the cost of the uncovering or removing and the replacing of the covering, or making good of the parts removed shall be borne by the Contractor regardless of whether or not the work examined proved acceptable or unacceptable. Any work done or material used without suitable supervision or inspection by the Engineer may be ordered removed and replaced at the Contractor's expense.

2.39 - Removal of Defective and Unauthorized Work. All work which has been rejected or condemned shall be repaired, or, if it cannot be satisfactorily repaired, it shall be removed and replaced at the Contractor's expense. Defective materials shall be removed immediately from the site of the work.

Work done without lines and grades having been given; work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided; work done without proper inspection or any extra or unclassified work done without written authority and prior agreement in writing as to prices, will be done at the Contractor's risk and will be considered unauthorized, and, at the option of the Engineer, may not be measured and paid for and may be ordered removed at the Contractor's expense.

Upon the failure of the Contractor to satisfactorily repair or to remove and replace, if so directed, any rejected, unauthorized or condemned work or materials immediately after receiving notice from the Engineer, the Engineer shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced or to cause unauthorized work to be removed and to deduct the cost thereof from any compensation due or to become due to the Contractor. If the Engineer and City deem it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefor.

2.40 - Correction of Work After Final Payment. Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

2.41 - Final Inspection. The Engineer shall make final inspection of all work included in the contract or any portion thereof.

LEGAL RELATION AND RESPONSIBILITY TO THE PUBLIC

2.42 - Laws to be Observed. The Contractor shall keep fully informed of all Federal and State Laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, safety codes, regulations, orders, and decrees; and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, safety code, regulation, order, or decree, whether by himself or by his employees.

2.43 - Permits and Licenses. The Contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary for the lawful prosecution of the work. When the Contractor has filed a contract with the City, the City agrees to waive all incidental permits and fees.

2.44 - Patented Devices, Materials and Processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters, patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner.

2.45 - Sanitary Provisions. All sanitary laws and regulations of the City and of the state of Oklahoma shall be strictly complied with.

2.46 - Public Convenience and Safety. Materials stored about the work shall be so placed and the work shall at all times be so conducted as to cause no greater obstruction of the traveling public than is considered necessary by the Engineer. Detours and routes are to be furnished by the City, or such will be set forth in proposal as a bid item. Sidewalks must not be obstructed unless by special permission of the Engineer. Neither the materials excavated nor

the construction materials or plant used in the construction of the work shall be placed so as to endanger the work or prevent free access to all fire hydrants; water valves; gas valves; manholes for electric, telephone, telegraph, or traffic signal conduits, sewers; or fire alarm or police call boxes in the vicinity. The City reserves the right to remedy any neglect on the part of the Contractor as regards the public convenience and safety which may come to its attention, after twenty-four (24) hours notice in writing to the Contractor, save in cases of emergency when it shall have the right to remedy any neglect without notice and in either case, the cost of such work done by the City shall be deducted from moneys due or to become due the Contractor. The Contractor shall notify the Fire Department headquarters when any street is closed or obstructed and when directed by the Engineer shall keep any street or streets in condition for unobstructed use by fire apparatus.

When the Contractor is required to construct temporary culverts or bridges or make other arrangements for crossing over ditches or streams, his responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

2.47 - Privileges of Contractor in Streets, Alleys, or Rights-of-way. For the performance of the contract, the Contractor will be permitted to occupy such portions of streets or alleys, other public places or other rights-of-way as provided for in the ordinances of the City, as shown on the plans or as permitted by the Engineer. A reasonable amount of tools, materials and equipment for construction may be stored in such space but not more than is necessary to avoid delay in the construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with space that may be designated to be left free and unobstructed, nor inconvenience occupants of adjoining property. Other contractors of the City may, for all purposes required by their contracts, enter upon the work and premises used by the Contractor and the Contractor shall give to other contractors of the City, all reasonable facilities and assistance for the completion of the adjoining work. Any additional grounds desired by the Contractor for his use shall be provided by him at his own expense.

2.48 - Railway Crossings. When the work encroaches upon the right-of-way of any railway, the City will secure for the Contractor all the necessary contracts, easement, or authority to enter upon such right-of-way for the prosecution and completion of the work. Where railway tracks are to be crossed, the railway company, if it elects to do so, will construct the necessary bridges, trestles, cribs, or other structures for the safe operation of trains or cars across any excavation during the time of construction of the work, and the cost of construction of such bridges, trestles, cribs, or other structures shall be paid to the railway company by the Contractor. The price shall be the stated allowance as shown in the bid proposal. The Contractor shall take such special precautions for the safety of the work and the traveling public as may be necessary by sheeting, bracing, and thoroughly supporting the sides of any excavation and supporting and protecting any adjacent structures.

2.49 - Protection of the Public and of the Work. The Contractor shall continuously maintain reasonable protection of all work from damage, and shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall reasonably protect adjacent private and public property as required by Law and the Contract Documents.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, light, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his expense, if, in the opinion of the Engineer, such action is justified. The Contractor's responsibility of the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the project shall have been accepted by the City.

2.50 - Use of Explosives. Should the Contractor elect to use explosives to loosen rock or for any other purpose in the prosecution of the work, he shall obtain the required permits and the written permission of the Engineer before any blasting is done, but neither the issuance of said permits, the granting of said permission nor any other act, requirements, or condition contained in these specifications, nor any order, direction, or approval given by the Engineer or any other official or employee of the City shall be construed as requiring or directing the use of any explosive or as accepting any liability for any injury or damage to persons or property resulting from such usage. No blasting shall be done unless an Inspector is present and the Contractor shall notify the City Building Department when he is ready to begin any blasting work.

All necessary precautions shall be taken by the Contractor as required by the ordinances of the City or the laws of the state of Oklahoma relative to blasting and the necessary provisions shall be made for the protection of the new work and all blasting shall be so conducted as not to endanger persons or property. Only sufficient quantity of explosives necessary for the immediate day's work shall be kept on hand by the Contractor. Storage of caps, exploders, and explosives shall be done strictly in compliance with the orders of the Engineer and the ordinances of the City.

The Contractor shall be responsible for and shall make good any damage caused by blasting or accidental explosions.

The Contractor shall notify the proper representatives of any public service corporation not less than eight (8) hours in advance of any blasting which might cause damage to their property along or adjacent to the work. Wherever explosives are stored, they shall be kept in a safe, secure manner and all storage places shall be plainly marked "Dangerous Explosives", and shall be under the care of a competent watchman at all times.

2.51 - Protection and Restoration of Property. The Contractor shall not enter upon private property for any purpose without first obtaining permission and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavement driveways, sidewalks, etc., to all water, sewer, gas, or electric lines or appurtenances thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation, any company, or any individual not less than twenty-four (24) hours in advance of any work which might damage or interfere with the operation of their or his property, along or adjacent to the work. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his expense such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed or he shall make good such damage or injury in an acceptable manner.

In case of the failure on the part of the Contractor to restore such property or make good such damage or injury, the Engineer may, upon forty-eight (48) hours written notice, under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary and the cost thereof will be deducted from any moneys due or to become due the Contractor under his contract.

2.52 - Protection and Preservation of Land Monuments and Property-Line Marks. The Contractor shall protect carefully from disturbance or damage all land monuments and iron pins or other markers which establish property or street lines, provided that where such monuments or markers must, of necessity, be disturbed or removed in the performance of the contract, the Contractor shall first give ample notice to the Engineer, so that he may witness or reference in such monuments or markers. Should the Contractor disturb, remove or damage any established land monument or property or street-line mark without first giving the Engineer ample notice, the Engineer may, at his option, deduct the cost of re-establishing such monuments or markers from any moneys due or to become due the Contractor.

2.53 - Responsibility for Damage Claims. The Contractor and his surety shall defend, indemnify, and save harmless the City and/or City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person or persons or property by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work or through the use of unacceptable materials in constructing the work or by or on account of any act or omission, neglect, or misconduct of the said Contractor, or by or on account of any claim or amounts, or from any claims or amounts arising or recovered under the Workmen's Compensation Law, or any other law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by the City may be retained for the use of the City or in case no money is due, his surety shall be held until such suits or suit, action or actions, claim or claims for injury or damage as aforesaid shall have been finally settled and satisfactory evidence to that effect furnished to the City.

2.54 - Contractor's Claim for Damages. Should the Contractor claim compensation for any alleged damage by reason of the acts or omissions of the City, he shall within ten (10) days after the sustaining of such damage, make a written statement to the Engineer setting out in detail the nature of the alleged damage. On or before the 25th day of the month succeeding that in which any such damage is claimed to have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such damage and upon request shall give the Engineer access to all books of account, receipts, vouchers, bills of lading, and other books or papers containing any evidence as to the amount of such damage. Unless such statement shall be filed as thus required, the Contractor's claim for compensation shall be waived and he shall not be entitled to payment on account of any such damage.

2.55 - Public Utilities and Public Property to be Changed. In case it is necessary to change or move the property of any owner of a public utility, such owner will, upon proper application by the Contractor, be notified by the Engineer to change or move such property within a specified time, and the Contractor shall not interfere with such property until ordered so to do by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the contract premises for the purpose of making such repairs or changes of their property that may be necessary by performance of the contract. The City shall have the privilege of entering upon

the limits of the contract premises for the purpose of repairing or relaying sewer and water lines and appurtenances, repairing culverts or storm drains, and for making other repairs, changes, or extensions to any City property.

2.56 - Temporary Sewer and Drain Connections. When existing sewers must be taken up or removed, the Contractor at his own expense shall provide and maintain temporary outlets and connections for all private or public drains, sewers, or sewer inlets. He shall also take care of all sewage and drainage which will be received from the rains, sewers, and sewer inlets; and for this purpose he shall provide and maintain at his own expense adequate pumping facilities and temporary outlets or diversions. He shall construct such troughs, pipe, or other structures necessary and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing sewers and connection shall be kept in service and maintained under the contract, except where specified or ordered to be abandoned by the Engineer. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created and that the work under construction will be adequately protected.

2.57 - Arrangement and Charge for Water Furnished by the City. If the Contractor desires to use City water, he shall pay the rate established by City ordinance for such service and he shall make complete and satisfactory arrangements with the City Water Department for so doing. Meters will be used and the Contractor shall deposit the cost of the water meter with the Water Department and will pay for all repairs and maintenance of the meter for the period which he has the meter in use or in his possession.

2.58 - Use of Fire Hydrants. The Contractor or his employees shall not open, turn off, interfere with, attach pipe or hose to, or connect anything with any fire hydrant, stop valve, or stop cock or tap any water main belonging to the City, unless duly authorized to do so by the Water Department.

2.59 - Contractor's Responsibility for the Work. Until final written acceptance of the project by the Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to un-foreseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of the public enemy or governmental authorities.

2.60 - Personal Responsibility of Public Officials. In carrying out any of the provisions contained herein or in exercising any power or authority granted to him by the contract, there shall be no liability to the Contractor, its agents, employees, subcontractors, or independent contractors upon the Engineer or his authorized assistants, either in person or as officials of the City, it being understood that in such matters he acts as the agent and representative of the City.

2.61 - Waiver of Legal Rights. Inspection by the Engineer or by any of his duly authorized representatives or any order, measurement, or certificate by the Engineer, of any work or any extension of time or any possession taken by the City, shall not operate as a waiver of any provisions of the contract or any power therein provided. Any waiver of any breach of contract

shall not be held to be a waiver of any other or subsequent breach. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the contract and specifications. The City reserves the right to claim and recover by process of law sums as may be sufficient to correct any error or errors or make good any deficiency in the work resulting from such error or deficiency, dishonesty, or collusion discovered in the work after the final payment has been made.

2.62 - Contractor's Insurance. The Contractor shall not commence work under this contract until he has obtained all insurance required under this specification and such insurance has been approved by the City, nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been so obtained and approved.

2.63 - Compensation and Death Liability Insurance. The Contractor shall maintain and provide to the City evidence of maintenance during the life of this contract Workmen's Compensation Insurance as prescribed by the laws of the state of Oklahoma and Employer's Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for all his employees employed at the site of the project, and, in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In the event any class of employees engaged in hazardous work performed under this contract at the site of the project is not protected under this insurance heretofore mentioned, the Contractor shall provide, and shall cause each sub-contractor to provide adequate insurance for the protection of his employees not otherwise protected.

2.64 - Public Liability and Property Damage Insurance.

A. Contractor's Insurance

1. The Contractor and/or Sub-contractor shall maintain during the life of this contract such Public Liability and Property Damage Insurance as will protect him from claims for damages for bodily injury, including accidental death, as well as from claims from property damages, which may arise from operations under this contract, whether such operations be by himself or by his sub-contractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
2. Bodily Injury Liability in the amount of not less than \$500,000.00 for injuries including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 for one accident.
3. Property Damage Liability. Limits shall be carried in the amounts of not less than \$100,000.00 for any one accident and an aggregate limit of \$1,000,000.00.

B. Owner's Insurance

1. Contractor shall provide Owner's Protective Liability Insurance with this City as the name insured, and the architects/engineers as additional insured, to protect

the City and architects/engineers against claims arising out of operations of contractors and other independent contractors, as well as omissions of supervisory acts of the City and architects/engineers in connection with the performance of the contract covered by these specifications in the following minimum amounts:

2. Bodily Injury Liability in an amount not less than \$500,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, and an amount not less than \$1,000,000.00 for one accident.
 3. Property Damage Liability. Limits shall be carried in the amounts of not less than \$100,000.00 for any one accident an aggregate limit of \$1,000,000.00.
 4. Builder's Risk Insurance. – **NOT REQUIRED FOR CDBG PROJECT**
 - a. Extended coverage – The Construction Contractor shall procure and shall maintain, during the term of the Contract, builder's risk insurance (broad form coverage, including theft, fire coverage on building construction and/or renovation) on one hundred percent (100%) of the construction cost **plus** \$50,000, which is that portion of the City's deductible for property damage insurance applicable to the project facility. Such insurance shall remain in effect until 12:00 noon on the day following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project by formal action of the City Council. The Contractor shall be named as insured and the City and/or any participating public trust (as their interests may appear) shall be named as additional insureds.
 - b. Scope of Insurance – The insurance required above shall provide protection for the Construction Contractor, the City and any participating public trust, respectively, against damage claims which may arise from activities, omissions or operations under the Contract, whether such activities, omissions or operations are caused by an insured or by anyone directly or indirectly employed by an insured and, also, against any of the special hazards which may be encountered in the performance of the Contract. Neither the Construction Contractor nor any of its subconsultants, employees, or agents shall commit any act, operation or omission which would vitiate or impair the insurance coverage hereunder.
 - c. Materials, supplies and equipment stored off site – The Construction Contractor shall provide insurance on all stored materials, supplies and equipment when stored off site.
- C. The policies of insurance shall be executed by an insurance or indemnity carrier authorized to do business in the state of Oklahoma.
- D. Before awarding a contract, the City will be furnished a binder or certificate of insurance showing the coverage to be in effect.

2.65 - Proof and Carriage of Insurance. The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required.

2.66 - Transportation Tax. Under provisions of Section 3475(b) of the Internal Revenue Code, as amended, the state of Oklahoma, its agencies and political subdivisions are exempt from payment of the transportation tax levied by Sub-Section (a) of Section 3475, in either of the following cases:

- A. When the property (equipment, goods, materials, etc.) is consigned to the State, its agencies, or political subdivisions, or
- B. When such property is consigned to the State, its agency or political sub-division in care of the Contractor.

If it is the policy of the City to take advantage of the savings afforded by the above-mentioned exemption, the Contractor agrees to comply with the following:

In determining the cost of material and computing freight charges do not include Federal transportation of property tax. Section 3475(b) of the Internal Revenue Code, as amended, exempts the City from this tax. The successful bidder will be furnished an appropriate exemption certificate form by the contracting authority, and will be authorized to have all shipments of construction materials and equipment entering into this contract consigned to the City in care of himself, thereby enabling him to take advantage of the above-mentioned exemption.

NOTE: Said exemption will not apply to shipments of fuel, lubricants, spare parts or items of construction equipment belonging to the Contractor which will not be incorporated in the construction project and which will not become the property of the City.

2.67 - Third Party Liability. It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injury or property damage pursuant to the terms or provisions of this contract. The duties, obligations, and responsibilities of the parties to this contract with respect to third parties shall remain as imposed by law.

PROSECUTION AND PROGRESS

2.68 - Subletting of Work. The City will not recognize any subcontractor on the work. The Contractor shall, at all times when work is in operation, be represented either in person or by a qualified superintendent or other designated representative. If the Contractor sublets the whole or any part of the work to be done under this contract, he will not, under any circumstances, be relieved of his responsibility and obligations. All transactions of the Engineer shall be with the Contractor. Sub-contractors will be considered only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competency.

2.69 - Assignment of Contract. The Contractor shall not assign, transfer, convey or otherwise dispose of the contract or his right, title or interest in or to the same or any part thereof without

the previous consent of the Engineer in writing, approved by the City of Yukon and concurred in by the Surety. If the Contractor does, without such previous consent, assign, transfer, convey, sublet or otherwise dispose of the contract or of his right, title or interest therein or any part thereof to any person or persons, partnership, company, firm, or corporation, or by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any state, attempt to dispose of the contract, or make default in or abandon said contract, then the contract may, at the option of the City, be revoked and annulled unless the Surety shall successfully complete said contract and any moneys due or to become due under said contract shall be retained by the City as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.

2.70 - Prosecution of Work. The Contractor shall begin the work to be performed under the contract within the time limit stated in the advertisement, proposal and contract, and shall conduct the work in such a manner and with sufficient equipment, materials and labor as is necessary to insure its completion within the time limit set forth in the advertisement, proposal, and contract. Should the prosecution of the work for any reason be discontinued by the Contractor, he shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations.

2.71 - Limitation of Operations. The contractor shall conduct his work so as to create a minimum amount of inconvenience to the public. At any time when in the judgment of the Engineer, the Contractor has obstructed or closed or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the work, the Engineer may require the Contractor to finish the section on which work is in progress before the work is started on any additional section.

2.72 - Character of Workmen and Equipment. The Contractor shall employ such superintendents, foremen, and workmen as are careful and competent and the Engineer may demand the dismissal of any person or persons employed by the Contractor, in, about or on the work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties or neglect or refuse to comply with the directions of the Engineer, and such person or persons shall not be employed again thereon without the written consent of the Engineer, then the Engineer may withhold all estimates which are or may become due or may suspend work until such orders are complied with.

All workmen shall have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special work or skilled work or in any trade shall have sufficient experience in such work to properly and satisfactorily perform it and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in these specifications. Otherwise, the Engineer may take action as above prescribed. In the employment of labor, preference shall be given, other conditions being equal, to bona-fide residents of the City but no other preference or discrimination among citizens of the United States shall be made.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. The low bidder must submit a list of all equipment owned by the Contractor. All equipment, tools and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory working condition. Equipment on any

portion of the work shall be such that no injury to the work or adjacent property will result from its use.

2.73 - Day's Work. Contractor shall observe all state laws and City ordinances governing the hours of work.

2.74 - Time of Commencement and Completion. The Contractor shall commence work within the time specified in the advertisement, proposal and contract and the rate of progress shall be such that the whole work will be performed and the premises cleaned up in accordance with the contract, plans and specifications within the time limit, where such time limit is stated in the advertisement, proposal and contract, unless an extension of time be made in the manner hereinafter specified.

2.75 - Extension of Time of Completion. The Contractor shall be entitled to an extension of time, as provided herein only when claim for such extension is submitted to the Engineer in writing by the Contractor within seven (7) days from and after the time when any alleged cause of delay shall occur and then only when such claim is approved by the Engineer and the City of Yukon. In adjusting the contract time for the completion of the projects, all strikes, lockouts, unusual delays in transportation or any condition over which the Contractor has no control and also any suspensions ordered by the Engineer for causes not the fault of the Contractor shall be excluded from the computation of the contract time for completion of the work. If the satisfactory execution and completion of the contract should require work or materials in greater amount or quantities than those set forth in the contract, then the contract time shall automatically be increased in the same proportion as the cost of the additional work bears to the cost of the original work contracted for. No allowance shall be made for delays or suspension of the prosecution of the work due to the fault of the Contractor.

2.76 - Failure to Complete Work on Time. The time of completion is of the essence to the contract. For each working day that any work shall remain uncompleted after the time agreed upon in the proposal and the contract, or as automatically increased by additional work or materials ordered after the contract is signed, or the increase time granted by the City for the completion of said work, the sum per day given in the following schedule, unless otherwise specified in the proposal or Special Provisions, will be deducted from the moneys due the Contractor, not as a penalty but as liquidated damages. The amount of liquidated damages per day will be \$100.00.

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and extremely difficult to fix the actual damages.

2.77 - Temporary Suspensions. The Engineer shall have the authority to suspend the work wholly or in part for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work.

If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed, and shall provide suitable drainage about the work and erect temporary structures where necessary.

The Contractor shall not suspend work without written authority from the Engineer and shall proceed with the work promptly when notified by the Engineer to resume operations.

2.78 - The Owner's Right to Terminate Contract. If the Contractor should file or have filed against a petition in bankruptcy, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed as a result of his insolvency, or if he should be guilty of a substantial violation of the contract as determined by the Engineer, then the Owner, upon the Certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the Owner, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default shall be certified by the Engineer.

2.79 - Termination of Contract. The contract will be considered fulfilled, save as provided in any bond or bonds or by law, when all the work has been completed, the final inspection made by the Engineer, and final acceptance and final payment made by the City.

PAYMENT

2.80 - Payment for Extra Work. The extra work done by the Contractor, as authorized and approved by the Engineer and the City of Yukon, will be paid for in the manner hereinafter described and the compensation thus provided shall be accepted by the Contractor as payment in full and for all labor, materials, tools, equipment and incidentals, and all superintendents' and timekeepers' services, all insurance and all other overhead expense incurred in the prosecution of the extra work.

Payment for extra work will be made by one or more of the following methods:

- A. Unit prices agreed on in writing by the Engineer and the Contractor and approved by the City before said work is commenced, subject to all other conditions of the contract.
- B. A lump sum price agreed on in writing by the Engineer and the Contractor and approved by the City before said work is commenced, subject to all other conditions of the contract.
- C. The hours and rates of labor and equipment and costs of materials used each day shall be submitted to the Engineer in a satisfactory form on the succeeding day and shall be approved by him or adjusted at once.

Payment for extra work is to be handled in the same manner as regular progress payments. The Contractor shall, on or before the 10th day of the month succeeding that in which any extra work shall have been performed, file with the Engineer his claim and an account giving the itemized cost of such work and shall give the Engineer access to all accounts, bills, and vouchers relating thereto.

2.81 - Partial Payment. Each month, the Engineer shall prepare and deliver to the City a statement showing as completely as practicable the total value of all work done by the Contractor up to and including the first day of the preceding month. This statement shall also include the value of all materials which meet the requirements of the specifications which have been delivered to and remain unused at the site of the work, and the quantity of which is within that needed for the completion of the work.

2.82 - Final Completion and Acceptance. Within thirty (30) days after the Contractor has given the Engineer and the City written notice that the work has been completed or substantially completed in accordance with the plans and specifications, the Engineer shall issue to the City and to the Contractor his Certificate of Completion or in the case of substantial completion, the Engineer shall issue his Certificate of Substantial Completion; and thereupon it shall be mandatory that the City within thirty (30) days issue a Certificate of Acceptance of the work to the Contractor. The time duration of any post-completion warranties made under the terms of this contract shall extend from the date of the Certificate of Acceptance by the Engineer.

2.83 - Final Payment. On or before the 10th day after the date of the certificate of completion or the Certificate of Substantial completion, the Engineer shall have made final measurements and shall have prepared a final statement of the value of all the work performed and materials furnished under the terms of this agreement, and shall have certified the final statement of the City and to the Contractor. The entire balance found to be due the Contractor, including the retained percentage, less a retention based on the Engineer's estimate of the fair value of the claims against the Contractor and the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work, is due and payable on or before the 15th day after the date of the Certificate of Completion or Certificate of Substantial Completion, subject to the procedure adopted by the City for processing claims.

Before issuance of final payment, the Contractor shall furnish to the Engineer and to the City, a sworn statement that he has paid for all of the materials, labor, equipment rentals, sub-contracts, and other expenses that form a part of this work, provided, however, that if he has contracts with any of the above which require payment only after receipt of payment from the City, such sworn statement shall except such obligations. Any materialmen, suppliers, equipment dealers, or sub-contractors who have not been paid in full shall be listed upon the sworn statement, showing the name and address, kind and amount of work done or material supplied, and the balance remaining due to such sub-contractor or supplier.

The City, upon receipt of a schedule showing that all the bills have not been paid as provided herein, may either hold the funds until such bills have been paid by the Contractor, or issue payment jointly to the Contractor and supplier or sub-contractor, as shown on said schedule.

The acceptance by the Contractor of the last payment, as aforesaid, shall operate as and shall be a release to the City from all claims or liability under the contract for anything done or furnished or relating to the work under the contract or for any act or neglect of said City relating or connected with the contract.

2.84 - Hourly Wage Rate. Not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and filed with the Secretary of State, a copy of which shall be attached hereto and made a part hereof (if applicable), shall be paid to any workmen employed on this project. The Davis-Bacon Wage Rate Determination govern for this project.

CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

The undersigned (engineer or supervisory official) , of lawful age, being first duly sworn upon oath, states that this invoice, claim or contract is true and correct. Affiant further states that the (work, services or materials) , as shown by this invoice or claim, have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished to the Affiant. Affiant further states that (s)he has not paid, given or donated or agree to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the State of Oklahoma any money or any other thing of value to obtain payment or the award of this contract.

Affiant (Engineer or other Supervisory Official)

Subscribed and sworn to before me this _____ day of _____,
_____.

Notary Public

My Commission Expires:

NOTICE OF CONTRACT AWARD

A. Contractor Information:

TO: _____ CDBG Contract No. _____
 _____ Project Description: _____

 Phone #: _____ FEI #: _____

B. Acceptance of Bid:

The Owner has considered the bid submitted by you, and opened on _____, for the described work in response to the Advertisement for Bids dated _____, and in the Information for Bidders, and opened on _____, 200__ (date). You are hereby notified that your bid has been accepted for bid items in the amount of \$ _____, If you fail to execute said agreement and furnish applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____,

Owner: _____

By: _____

Typed Name & Title: _____

C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by _____ this _____ day of _____, 200__, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: _____ Title: _____ Date: _____

(<http://ep/is.arnet.gov>)

D. Contractor Information:

1. Type of Trade: ___ Construction ___ Education/Training ___ Other (includes Admin. & Engineering)
2. Business Ownership: ___ Black or African Americans; ___ Asians, Hispanics, or Latinos; ___ American Indian or Alaskan Natives; ___ Native Hawaiian or Other Pacific Islanders; ___ Whites.
3. Minority/Women Owned Business: Yes ___ No ___
4. Section 3 Contractor: Yes ___ No ___

Notice of Award Instructions

- Section A. **Contractor Information:** Enter the name, address and phone number of the construction contractor. Enter the CDBG Contract Number, the Project Description, and the contractor's FEI (Federal Employer Identification) Number. If the contractor does not have an FEI Number, enter the Social Security Number.
- Section B. **Acceptance of Bid:** Enter the date of the bid opening and the amount of the contractor's bid. Enter the date of the Award. Enter the name of the CDBG grantee on the line beside "Owner". Obtain the signature of the Chief Executive Official (CEO) the of the CDBG grantee on the line beside "By". Type the Name and Title of the CDBG grantee and the CEO.
- Section C. **Contractor Eligibility:** The construction contractor must complete this Section with the company's name and date of his/her receipt of the Award. The construction contractor must sign at the end of this Section certifying that the company is not on the Federal debarred list and is eligible to work on the project. Review of the contractor's eligibility on the worldwide web at <http://epls.armet.gov>
- Section D: **Contractor Information:**
1. **Type of Trade:** Check beside appropriate trade for contractor.
 2. **Business Ownership:** Check beside the appropriate race/ethnicity of the contractor.
 3. **Check yes or no for minority/women-owned business.** (A minority/women-owned business enterprise is defined as a business with at least 51% ownership by women and/or minorities).
 4. **Section 3 Contractor:** Contracts of more than \$100,000 require the construction contractor to provide, to the greatest extent feasible, training and employment opportunities to lower-income residents of the project area and award contracts to small businesses within the project area or owned in substantial part by project area residents. If the contractor is able to provide such employment/contracts, check "Yes" and, if not, check "No". Such contractor shall also complete the Section 3 Plan, Page 405-105 in the CDBG Contractors Implementation Manual.

GENERAL CONDITIONS

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|---|--|
| 1. Definitions | 17. Subsurface Conditions |
| 2. Additional Instructions &
Detail Drawings | 18. Suspension of Work,
Termination & Delay |
| 3. Scheduled, Reports and Records | 19. Payments to Contractor |
| 4. Drawings and Specifications | 20. Acceptance of Final
Payment as Release |
| 5. Shop Drawings | 21. Insurance |
| 6. Materials, Services & Facilities | 22. Contract Security |
| 7. Inspection & Testing | 23. Assignments |
| 8. Substitutions | 24. Indemnification |
| 9. Patents | 25. Separate Contracts |
| 10. Surveys, Permits, Regulations | 26. Subcontracting |
| 11. Protection of Work, Property,
Persons | 27. Engineer's Authority |
| 12. Supervision by Contractor | 28. Land and Rights-of-Way |
| 13. Changes in the Work | 29. Guaranty |
| 14. Changes in Contract Price | 30. Arbitration |
| 15. Time Completion & Liquidated Damages | 31. Taxes |
| 16. Correction of Work | |

1. DEFINITIONS: Wherever used in the contract documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
- a. Addenda: Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications by additions, deletions, clarifications or corrections.
 - b. Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
 - c. Bidder: Any person, firm or corporation submitting a bid for the work.
 - d. Bonds: Bid, performance, payment (statutory) and maintenance bonds and other instruments of security furnished by the Contractor and the Contractor's surety in accordance with the contract documents.
 - e. Change Order: A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents or authorizing an adjustment in the contract price or contract time.
 - f. Contract Documents: The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment (Statutory) Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications and Addenda.

- g. Contract Price: The total monies payable to the Contractor under the terms and conditions of the contract documents.
- h. Contract Time: The number of calendar days stated in the contract documents for the completion of the work.
- i. Contractor: The person, firm or corporation with whom the Owner has executed the agreement.
- j. Drawings: The parts of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the engineer.
- k. Engineer: The person, firm or corporation named as such in the contract documents.
- l. Field Order: A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the engineer to the Contractor during construction.
- m. Notice to Proceed: Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the work and establishing the date for commencement of the work.
- n. Notice of Award: The written notice by Owner to the apparent successful bidder stating that, upon compliance by the apparent successful bidder with the conditions enumerated therein within the time specified, Owner will sign and deliver the agreement.
- o. Owner: A public or quasi-public body or authority, corporation, association, partnership or individual for whom the work is to be performed.
- p. Project: The undertaking to be performed as provided in the contract documents.
- q. Resident Project Representative: The authorized representative of the Owner who is assigned to the project site or any part thereof.
- r. Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor which illustrate how specific portions of the work shall be fabricated or installed.
- s. Specifications: A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

- t. Subcontractor: An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.
 - u. Substantial Completion: That date certified by the engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, to allow the project or specified part to be utilized for the purposes for which it is intended.
 - v. Supplemental General Conditions: Modifications to General Conditions required by a Federal agency for participation in the project and approved by the agency in writing prior to being included in the contract documents or such requirements that may be imposed by applicable State laws.
 - w. Supplier: Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
 - x. Work: All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.
 - y. Written Notice: Any notice in writing to any party to the agreement regarding any part of this agreement. Said written notice shall be considered delivered and the service thereof completed when posted by certified or registered mail to said party at their last given address or delivered in person to said party or their authorized representative at the project site.
2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:
- a. The Contractor may be furnished additional instructions and detail drawings by the engineer as necessary to carry out the work required by the contract documents.
 - b. The additional drawings and instructions thus supplied will become a part of the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.
3. SCHEDULES, REPORTS AND RECORDS:
- a. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data, where applicable, as are required by the contract documents for the work to be performed.
 - b. Prior to the first partial payment estimate, the Contractor shall submit construction progress schedules showing the order

in which the Contractor proposes to carry on the work, including dates at which the various parts of the work will be started, estimated date of completion of each part and, as applicable:

- (1) The dates at which special detail drawings will be required; and
 - (2) Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- c. The Contractor shall also submit a schedule of payments the Contractor anticipates will be earned during the course of the work.

4. DRAWINGS AND SPECIFICATIONS:

- a. The drawings and specifications are tools to be used by the Contractor to enable the Contractor to furnish all labor, materials, tools, equipment and transportation necessary for the proper performance of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- b. In case of conflict between the drawings and the specifications, the specifications shall govern. Figure dimensions and drawings shall govern over scale dimensions and detail drawings shall govern over general drawings.
- c. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported, in writing, to the engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. SHOP DRAWINGS:

- a. The Contractor shall provide shop drawings as may be necessary for the performance of the work as required by the contract documents. The engineer shall promptly review all shop drawings. The engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing that substantially deviates from the requirement of the contract documents shall be evidenced by a change order.
- b. When submitted for the engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed,

checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

6. MATERIALS, SERVICES AND FACILITIES:

- a. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- b. Materials and equipment shall be so stored as to preserve their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located to facilitate prompt inspection.
- c. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- d. Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the engineer.
- e. Materials, supplies or equipment to be incorporated into the work shall be purchased by the Contractor or the subcontractor free and clear of chattel mortgages, conditional sales contracts or other agreements by which an interest is retained by the seller.

7. INSPECTION AND TESTING:

- a. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards as required and defined in the contract documents.
- b. The Owner shall provide all inspection and testing services not required by the contract documents.
- c. The Contractor shall provide, at the Contractor's expense, the testing and inspection services required by the contract documents.
- d. If the contract documents, laws, ordinance, rules, regulations or orders of any public authority having jurisdiction require any specific work to be inspected, tested or approved by someone other than the Contractor, the Contractor will give the engineer timely notice of readiness. The Contractor will then furnish the engineer the required certificates of inspection, testing or approval.

- e. Inspections, tests or approvals by the engineer or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the contract documents.
 - f. The engineer and the engineer's representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and for any inspection or testing thereof.
 - g. If any work is covered contrary to the written instructions of the engineer, it must, if requested by the engineer, be uncovered for the engineer's observation and the covering replaced at the Contractor's expense.
 - h. If the engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing, as the engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all expenses of such uncovering, exposing, observing, inspecting and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposing, observing, inspecting, testing and reconstruction and an appropriate change order shall be issued.
8. **SUBSTITUTIONS:** Whenever a material, article or piece of equipment is identified on the drawings or specifications by referenced to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number and if, in the opinion of the engineer, such material, article or piece of equipment is of equal substances and function to that specified, the engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra

component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

9. The Contractor shall pay all applicable royalties and license fees and shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design or product of a particular manufacturer or manufacturers is specified; however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the engineer.

10. SURVEYS, PERMITS, REGULATIONS:

- a. The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work, together with a suitable number of benchmarks adjacent to the work as shown in the contract documents. From the information provided by the Owner, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.
- b. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.
- c. Permits and licenses of a temporary nature necessary for the performance of the work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, the Contractor shall promptly notify the engineer in writing and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS:

- a. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and program in connection with the work. The Contractor will take all necessary precautions for the safety of and will provide the necessary

protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby and for the protection of all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- b. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when performance of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the Owner or the engineer or anyone employed by either them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
 - c. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the engineer or Owner, shall act to prevent the threatened damage, injury or loss. The Contractor will give the engineer prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby and a change order shall thereupon be issued covering the changes and deviations involved.
- 12. - SUPERVISION BY CONTRACTOR: The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

13. CHANGES IN THE WORK:

- a. The Owner may, at any time, as the need arises, order changes within the scope of the work without invalidating the

agreement. If such changes increase or decrease the amount due under the contract documents or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.

- b. The engineer may also, at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the engineer unless the Contractor believes that such field order entitles the Contractor to a change in contract price or time, or both, in which event, the Contractor shall give the engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in contract price or time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Owner.

14. CHANGES IN CONTRACT PRICE: The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices previously approved;
- b. An agreed lump sum.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- a. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- b. The Contractor will proceed with the work at such rate of progress as to ensue full completion within the contract time. It is expressly understood and agreed by and between the Contractor and the Owner that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- c. If the Contractor shall fail to complete the work within the contract time or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the bid for each calendar day the Contractor shall be in default after the time stipulated in the contract documents.

d. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or engineer:

- (1) Any preference, priority or allocation order duly issued by the Owner; ,
- (2) Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts or the Owner, acts of another contractor in the performance of a contract with the Owner, fires, flood, epidemics, quarantine, restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and
- (3) Any delays of subcontractors occasioned by any of the causes specified in paragraphs 15d(1) and 15d(2) of this article.

16. CORRECTION WORK:

- a. The Contractor shall promptly remove from the premises all work rejected by the engineer for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damages by such removal or replacement.
- b. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS:

- a. The Contractor shall promptly, before such conditions are disturbed except in the event of an emergency, notify the Owner by written notice of:
 - (1) Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or
 - (2) Unknown physical conditions at the site of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in the work the character provided for in the contract documents.

- b. The Owner shall promptly investigate the conditions and, if it is found that such conditions do so materially differ and cause an increase or decrease, an adjustment shall be made and the contract documents shall be modified by a change order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the required written notice has been given and provided that the Owner may, if the Owner determines the facts so justify, consider and adjust any claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

- a. The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or until such further time as agreed upon by the Contractor in a written notice to the Contractor and the engineer fixing the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, for any costs and/or delays incurred which are directly attributable to any suspension.
- b. If any of the following conditions occur:
- (1) The Contractor is adjudged bankrupt or insolvent or makes a general assignment for the benefit of its creditors;
 - (2) A trustee or receiver is appointed for the Contractor or for any of its property;
 - (3) Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy of applicable laws;
 - (4) The Contractor repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment;
 - (5) The Contractor repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment;
 - (6) The Contractor disregards laws, ordinance, rules, regulations or orders of any public body having jurisdiction over the work;
 - (7) The Contractor disregards the authority of the engineer or otherwise violates any provision of the contract documents;

then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools,

construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the engineer and incorporated in a change order.

- c. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter occur. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the contract documents.
- d. After ten (10) days from the deliver of a written notice to the Contractor and the engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit.
- e. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority or the engineer fails to act on any request for payment within thirty (30) days after it is submitted or the Owner fails to pay the Contractor substantially the sum approved by the engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the engineer, terminate the contract and recover from the Owner payment for all work executed, and all expenses sustained. In addition to and in lieu of terminating the contract, if the engineer has failed to act on a request for payment or if the Owner has failed to make payment as aforesaid, the Contractor may, upon ten (10) days written notice to the Owner and engineer, stop the work until paid all amounts then due, in which event and upon resumption of the work, change orders shall be issued to adjust the contract price or extend the contract time, or both, to compensate for the costs and delays attributable to the stoppage of the work.
- f. If the performance of all or any portion of the work is suspended, delayed or interrupted as a result of a failure by the Owner or engineer to act within the time specified in the contract documents or if no time is specified, within a reasonable time, an adjustment in the contract price or an

extension of the contract time, or both, shall be made by change order to compensate the Contractor for the costs and delays unnecessarily caused by the failure of the Owner or engineer.

19. PAYMENT TO CONTRACTOR:

- a. At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the engineer a partial payment estimate filled out and signed by the Contractor, covering the work performed during the period covered by the partial payment estimate and supported by such data as the engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by supporting data, satisfactory to the Owner, which will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance. The engineer will, within ten (10) days after the receipt of each partial payment estimate, either indicate approval of payment in writing and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within ten (10) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the engineer certifies that the job is not proceeding satisfactorily and amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained; however, in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.
- b. The request for payment may also include an allowance for the cost of major materials and equipment suitably stored either at or near the site.

- c. Prior to substantial completion, the Owner, with the approval of the engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- d. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.
- e. Upon completion and acceptance of the work, the engineer shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the contract documents. The entire balance found to be due to the Contractor, including the retained percentages, except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.
- f. The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts therefor, equipment, tools and supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents. In no event shall these provisions be construed to impose any obligations upon the Owner to either the Contractor, the Contractor's surety or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- g. If the Owner failed to make payment within thirty (30) days after approval by the engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the

first day after said payment is due and continuing until the payment is received by the Contractor.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE: Acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others, relating or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents or the performance of the payment bonds.
21. INSURANCE:
- a. The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by the Contractor, any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- (1) Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;
 - (2) Claims for damages because of bodily injury, occupational sickness or disease or death of employees;
 - (3) Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;
 - (4) Claims for damages covered by the usual personal injury liability coverage which are sustained by:
 - (a) Any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; or
 - (b) Any other person;
 - (5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- b. Certificates of insurance acceptable to Owner shall be filed with the Owner prior to commencement of work. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen-(15) days' prior written notice has been given to the Owner.

- c. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, liability insurance as hereinafter specified:
- (1) Contractor's general public liability and property damage insurance, including vehicle coverage, issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the contract documents, whether such operations be by the Contractor or by any subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,00 for all property damage sustained by any one person in any one accident and a limit of liability not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.
 - (2) The Contractor shall acquire and maintain, if applicable, fire and extended coverage insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor and the subcontractors, as their interest may appear. This provision shall in no way release the Contractor or the Contractor's surety from obligations under the contract documents to fully complete the project.
- d. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, in accordance with the provisions of the laws of the State in which the work is performed, Workers' Compensation insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the project and, in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workers' Compensation insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected.

- e. The contractor shall secure, if applicable, "all risk" type Builder's risk insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the contract time and until the work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

22. CONTRACT SECURITY:

- a. The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a performance bond and a payment (statutory) bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the performance of the work required by the contract documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds", as published in Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If, at any time, a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of Surety Companies Acceptable on Federal Bonds, Contractor shall, within ten (10) days after notice from the Owner, substitute another bond and surety, both of which must be acceptable to Owner. The premiums on such bond shall be paid by the Contractor. No further payment shall be deemed due nor made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

23. ASSIGNMENTS: Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of any right, title or interest therein or any obligations thereunder without written consent of the other party.

24. INDEMNIFICATION:

- a. The Contractor will indemnify and hold harmless the Owner and the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, which is caused in whole

or in part by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- b. In any and all claims against the Owner or the engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workers' Compensation Act, disability benefits acts or other employee benefits acts.
- c. The obligation of the Contractor under this paragraph shall not extend to the liability of the engineer, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

25. SEPARATE CONTRACTS:

- a. The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the engineer any defects in such work that render it unsuitable for such proper execution and results.
- b. The Owner may perform additional work related to the project or the Owner may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the Owner, if the Owner is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate the work with theirs.
- c. If the performance of additional work by other contractors or the Owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes the performance of such additional work by the Owner or other involves it in additional expense or entitles it to an extension of the contract time, the Contractor may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING:

- a. The Contractor may utilize the services of specialty subcontracts on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- b. The Contractor shall not award work to subcontractor(s) in excess of fifty (50) percent of the contract price or in excess of fifty (50) percent of the labor and equipment required to install the project without prior written approval of the Owner.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- d. the Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power regarding termination of any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- e. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Owner.

27. ENGINEER'S AUTHORITY:

- a. The engineer shall act as the Owner's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and work performed and shall interpret the intent of the contract documents in a fair and unbiased manner. The engineer will make visits to the site and determine if the work is proceeding in accordance with the contract documents.
- b. The Contractor will be held strictly to the intent of the contract documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- c. The engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

- d. The engineer shall promptly make decisions relative to interpretation of the contract documents.

28. LAND AND RIGHTS-OF-WAY:

- a. Prior to issuance of the Notice to Proceed, the Owner shall obtain all land and right-of-way necessary for the carrying out and completion of the work to be performed pursuant to the contract documents, unless otherwise mutually agreed.
- b. The Owner shall provide the Contractor with information that delineates and describes the lands owned and right-of-way acquired.
- c. The Contractor shall provide, at its own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

29. GUARANTEE: The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event the Contractor should fail to make such corrections, the Owner may do so and charge the Contractor the costs thereby incurred. The performance bond shall remain in full force and effect throughout the guarantee period.

30. ARBITRATION BY MUTUAL AGREEMENT:

- a. All claims, disputes and other matters in question arising out of or relating to the contract documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided in Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and judgment may be rendered upon it in any court having jurisdiction thereof.
- b. Notice of the request for arbitration shall be filed in writing with the other party to the contract documents and a copy shall be filed with the engineer. Request for arbitration shall in no event be made on any claim, dispute or other matter in question that would be barred by the applicable statute of limitations.

c. The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise mutually agreed in writing.

31. TAXES: The Contractor will pay all sales, consumer, use and other similar taxes required by the laws of the place where the work is performed.

SUPPLEMENTAL GENERAL CONDITIONS

The provisions of the Supplemental General Conditions as described herein change, amend or supplement the General Conditions and shall supersede any conflicting provisions of this contract. All provisions of the General Conditions which are not changed, amended or supplemented remain in force.

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| 1. Contract Approval | 12. State Energy Policy |
| 2. Contract Change Orders | 13. Equal Opportunity |
| 3. Partial Payment Estimates | 14. Non-Resident Contractor
Registration |
| 4. Conflict of Interest | 15. Payment for Materials
Stored on Site |
| 5. Protection of Lives & Property | 16. Change order Approval |
| 6. Remedies | 17. Final Inspection |
| 7. Gratuities | 18. Partial Occupancy & Use |
| 8. Audit & Access to Records | 19. Permits Requiring Time
Schedule |
| 9. Small Minority & Women's Businesses | 20. Clean Up Release |
| 10. Anti-Kickback | |
| 11. Violating Facilities | |

1. CONTRACT APPROVAL:

- a. The Owner and the Contractor will furnish the Owner's attorney such evidence as is required to enable the Owner's attorney to complete and execute "Certificate of Owner's Attorney" (Section 14).
- b. When a performance bond and payment bond are provided, the United States, acting through HUD, will be named as co-obligee in these bonds unless prohibited by State law. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State where the project is located.
- c. This contract is expected to be funded in part with funds from HUD. Neither the United States nor any of its departments, agencies or employees is or will be a party to this contract or any subcontract.

2. CONTRACT CHANGE ORDERS:

- a. All changes affecting the project's construction cost or modifications of the terms or conditions of the contract must be authorized by means of a written contract change order that is mutually agreed to by the Owner and the Contractor. The contract change order will include extra work, work for which quantities have been altered from those shown on the bidding schedule and decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes

must be recorded on a contract change order before they can be included in a partial payment estimate.

- b. A "Contract Change Order" shall be used to record contract changes.
- c. When the contract sum is in whole or in part based on unit prices, the Owner reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the work.

3. PARTIAL PAYMENT ESTIMATES:

- a. "Partial Payment Estimates" shall be used when estimating periodic payments due the Contractor.
- b. The Owner may, after consultation with the architect/engineer, withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any approved partial payment estimate to such extent as may be necessary to protect the Owner from loss on account of:
 - (1) Defective work not remedied;
 - (2) Claims filed;
 - (3) Failure of Contractor to make payments properly to subcontractors or suppliers;
 - (4) A reasonable doubt that the work can be completed for the balance then unpaid;
 - (5) Damage to another contractor;
 - (6) Performance of work in violation of the terms of the contract documents.
- c. Where work on unit price items is substantially complete but lacks testing, clean-up and/or corrections, amounts shall be deducted from unit prices in partial payment estimates to amply cover such testing, cleanup and/or corrections.
- d. When the items in 3.b. and 3.c. are cured, payment shall be made for amounts withheld because of them.
- e. Payments will not be made that would deplete the retainage or place in escrow any funds required for retainage or invest the retainage for the benefit of the contract.

4. CONFLICT OF INTEREST:

- a. Unacceptable Bidders:

- (1) No engineer or architect (individual or firm, including persons they employ) who has prepared plans and specifications will be considered an acceptable bidder. Any firm or corporation in which such engineer or architect (including persons they employ) is an officer or an employee or holds or controls a substantial interest will not be considered an acceptable bidder.
 - (2) Contracts or purchases by the Contractor shall not be awarded or made to a supplier or manufacturer if the engineer or architect (firm or individual) who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Bids will not be awarded to firms or corporations owned or controlled wholly or in part by a member of the governing body of the Owner or to an individual who is such a member.
- b. None of the Owner's officers, employees or agents shall engage in the award or administration of this contract if a conflict of interest, real or apparent would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his partner or an organization which employs him or is about to employ him, or any of the above, has a financial or other interest in the Contractor. None of the Owner's officers, employees or agents shall solicit or accept gratuities, favors or anything of monetary value from the Contractor or subcontractor.
5. PROTECTION OF LIVES AND PROPERTY:
- a. In order to protect the lives and health of its employees under the contract, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State safety and health agency requirements.
 - b. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, appurtenances and methods and for any damage which may result from their failure or their improper construction, maintenance or operation.
6. REMEDIES: Unless otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this contract or the breach thereof will be decided by arbitration, if the parties mutually agree, or in a court of competent jurisdiction with the State in which the Owner is located.
- a. The arbitration provisions of this section may be initiated by either party to this contract by filing with the other party and the engineer/architect a written request for arbitration.

- b. Each party to this contract will appoint one arbitrator and the two arbitrators will select the third arbitrator.
 - c. The arbitrators will select a hearing location as close to the Owner's locale as possible.
 - d. The procedure for conducting the hearing will follow the Construction Industry Arbitration Rules of the American Arbitration Association.
7. GRATUITIES:
- a. If the Owner finds, after a notice and hearing, that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Owner in an attempt to secure this contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the Owner may, by written notice to the Contractor, terminate this contract. The Owner may also pursue other rights and remedies that the Law or this contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the remedies clause of this contract.
 - b. In the event this contract is terminated as provided in paragraph 7.a., the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount determined by the Owner, which shall be not less than three nor more than ten times the cost the Contractor incurs in providing any gratuities to any such officer or employee.
8. AUDIT AND ACCESS TO RECORDS: For all negotiated contracts except those of \$10,000 or less, HUD, the Comptroller General, the Owner or any of their duly-authorized representatives shall have access to any books, documents, papers and records of the Contractor which are pertinent to the contract for the purpose of making audits, examination, excerpts and transcriptions. The Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.
9. SMALL, MINORITY AND WOMEN'S BUSINESSES: If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall consist of:

- a. Including qualified small, minority and women's businesses on solicitation lists;
 - b. Assuring that small, minority and women's businesses on solicited whenever they are potential sources;
 - c. Dividing total requirements when economically feasible;
 - d. Establishing delivery schedules where the requirements of the work permit, which will encourage participation by small, minority and women's businesses.
 - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce;
 - f. Requiring each party to a subcontract to take the affirmative steps of this section; and
 - g. Contractors are encouraged to procure goods and services from labor surplus area firms.
10. ANTI-KICKBACK: The Contractor shall comply with the Copeland Anti-Kickback Act (18 USC §874) as supplemented in Department of Labor regulations 929 CFR 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public facilities to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to FmHA.
11. VIOLATING FACILITIES: Where this contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders or requirements issued under the Clean Water Act (33 USC §1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR 15), which prohibit the awarding of non-exempt Federal contracts, grants or loans to facilities included on the EPS's list of violating facilities. The Contractor will report violations to the EPA.
12. STATE ENERGY POLICY: The Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan shall be utilized.
13. EQUAL OPPORTUNITY REQUIREMENTS: For all contracts in excess of \$10,000, the Contractor shall comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR 60).
- a. The Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity

Clause, specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications as set forth in 41 CFR 60-4, and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

- b. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Program within 10 working days of the award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.
14. NON-RESIDENT CONTRACTOR REGISTRATION: Any non-resident Contractor doing business in the State of Oklahoma shall register with the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the State Industrial Court and the County Assessor of each county in which contract work will be performed. This must be done prior to commencing work under the contract.
15. PAYMENT FOR MATERIAL STORED ON SITE: The following items will be required if the Contractor requests payment for material stored on the site (see Paragraph 19.b. of the General Conditions):
- a. Invoices, approved and initialed by the consulting engineer and the Owner, showing the quantity, size, cost, etc., of the material;
 - b. Payment will be made only for material stored in a location approved by the Owner. The storage area must provide adequate protection from the elements and the material must be stored so it can be promptly inspected. Material strung throughout the job site will not be considered properly stored.
 - c. The ten percent retainer that applies to material installed will also apply to materials stored on the site;
 - d. When payment for material stored on the site is received, a paid invoice for that payment from the supplier must be

submitted to the Owner prior to the payment of the next partial pay estimate.

16. CHANGE ORDER APPROVAL: All change orders must be approved by the Owner.
17. FINAL INSPECTION: A final inspection will be made by the Owner before final payment is made. Final payment will not be made until the Owner certifies in writing that the construction has been completed as planned. If the Oklahoma State Department of Health has issued a permit and approved the plans and specifications on this project, they must concur in the final inspection.
18. PARTIAL OCCUPANCY AND USE: The Owner, upon advance written notification to the Contractor, shall have the right to occupy and use any completed or partially-completed portions of the project, regardless of the percentage of completion of the entire project, when such occupancy and use is to the Owner's best interest. Such partial occupancy and use shall be upon the following terms:
 - a. The engineer shall make an inspection of the portion or portions of the project concerned and report to the Owner his findings as to the acceptability and completeness of the work. The engineer's report shall include a list of items to be completed or corrected before final payment.
 - b. The Owner, upon acceptance of the engineer's report, shall give written notice to the Contractor of the Owner's intent to occupy and use said portions of the project. The Owner's notice shall include a copy of the engineer's report, shall clearly identify the portions of the project to be occupied and used and shall establish the date of said occupancy and use.
 - c. From the date thus established, the Owner shall assume all responsibilities for operation, maintenance and the furnishing of water, gas and electrical power for the portions of the project thus occupied and used. The Owner shall have the right to exclude the Contractor from those portions of the project but shall provide the Contractor with reasonable access to complete or correct necessary items of work.
 - d. The guarantee required by the General Conditions shall not begin until completion and final acceptance of the entire project except as to items of equipment specified, such as instrumentation, electrical and mechanical equipment, which are thus used by the Owner. For said equipment, the warranty shall start from the date established in the written notice from the Owner.
 - e. Occupancy or use of any space in the project shall not constitute acceptance of work not performed in accordance with the contract or relieve the Contractor of liability to perform

any work required by the contract but not completed at the time of said occupancy and use.

- f. The Contractor shall not be held responsible for fair wear and tear or damage resulting from said occupancy except to the extent such damage is covered by the warranty.
 - g. The partial occupancy and use of any portion or portions of the project by the Owner shall not constitute grounds for claims by the Contractor for release of any amounts retained from payments under the provisions of the contract. The retained amounts will not be due until completion of the entire project for final acceptance and final payment as set forth in the General Conditions.
19. PERMITS REQUIRING TIME SCHEDULE: The Contractor shall be responsible for contacting all Federal, State, County or railroad personnel required to be contacted and as set forth in any permits with respect to time schedule before commencing any work for which a permit is required.
20. CLEAN-UP RELEASE: The Contractor shall secure a cleanup release satisfactory to the Owner from any Federal, State, county or railroad agency after the work for which a permit has been obtained has been completed.

INSERT WAGE RATES HERE

TO BE PROVIDED
BY Addendum
WITHIN 1 WEEK
OF BID DATE

Federal Labor Standards Provisions (Construction Contracts)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1.(I) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR Part 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator or an authorized representative will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met.

The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project). Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee

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programs, the registration of the apprentices and trainees and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract but, if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying or transcription by authorized representative of HUD or its designee or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any

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further payment, advance or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4.(1) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training or a State Apprenticeship Agency recognized by the Bureau withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor,

Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may, by appropriate instructions, require and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes

clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor or the employees or their representatives.

10.(i) **Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings or Testimony by Employees.** No laborer or mechanic to whom the wage, salary or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor

responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EQUAL OPPORTUNITY PROVISIONS

I. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED (APPLICABLE TO FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS \$10,000 AND UNDER):

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

II. EXECUTIVE ORDER 11246 (CONTRACTS/SUBCONTRACTS ABOVE \$10,000):

- A. Section 202 - Equal Opportunity (EEO) Clause: During the performance of this contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or covered veteran status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or covered veteran status. Such action shall include but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 2. The Contractor will, in all solicitations or advertisements for employment placed by or on behalf of the

Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, national origin, disability or covered veteran status.

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules and regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by ODOC and the Secretary of Labor for purposes of investigation and to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.
7. The Contractor will include the provisions of the sentence immediately preceding paragraph II.A.1. and the provisions of paragraphs II.A.1.-7. In every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as ODOC may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by ODOC, the Contractor may request the United States to

enter into such litigation to protect the interest of the United States.

B. Notice of Requirement For Affirmative Action to Ensure EEO (Executive Order 11246) (Applicable to Contracts/Subcontracts Exceeding \$10,000):

1. The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. Goals and Timetables: Contractor must make good faith efforts to meet their AA goals for employment of minorities and women in the construction industry.
 - a. The goals and timetables for minority and female participation, expressed in percentage terms, for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

Goals for Minority Participation For Each Trade	Goals for Female Participation For Each Trade
6.9%	6.9%

- b. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor is also subject to the goals for both its Federally involved and non-Federally-involved construction.
 - c. The Contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and

female employment and training must be substantially uniform throughout the length of the contract and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed, giving the State, County and City, if any).

C. Standard Federal EEO Construction Contract Specifications (Executive Order 11246):

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Forms 941;
 - d. "Minority" includes:

- (1) Black: All persons having origins in any of the black racial groups of Africa;
 - (2) Asians: All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent including Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam;
 - (3) American Indian or Alaskan Natives: All persons having origins in any of the original peoples of North and South America (including Central America) and maintaining identifiable tribal affiliations through membership and participation or community identification;
 - (4) Native Hawaiian or Other Pacific Islanders: All persons having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands;
 - (5) Whites: All persons having origins in any of the original peoples of Europe, the Middle East or North Africa;
 - (6) Hispanics or Latinos: All persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish cultures or origins, regardless of race.
 - (7) Not Hispanics or Latinos: All persons not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish cultures or origins, regardless of race.
2. Whenever the Contractor or any subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to

demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause and under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs II.C.7.a.-p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing contracts in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and the female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of the apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made the commitment to employ the apprentices and the trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document

these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation or coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such working environment, with specific attention to minority or female individuals working at such sites or in such facilities;
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organization's responses;
- c. Maintain a current file of the names, addresses and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the Union referral process has impeded the Contractor's efforts to meet its obligation.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor

shall provide notice of these programs to the sources compiled under II.C.7.b. above;

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Conduct at least an annual review of the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business;
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. No later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process;
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vaca-

- tion employment to minority and female youth on the site and in other areas of a Contractor's work force;
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3;
 - l. Conduct at least an annual inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training, etc.
 - m. Ensure that seniority practices, job classifications, work assignment and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out;
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes;
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations;
 - p. Conduct an annual review of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (II.C.7.a.-p.). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under II.C.7.a.-p. of these specifications, provided the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates

the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minorities groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women, generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contract pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontractors, as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph II.C.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records for each employee shall include at least the name; address; telephone number; construction trade; union

affiliation, if any; employee identification number, where assigned; social security number; race; sex; status, e.g., mechanic, apprentice trainee, helper or laborer; dates of changes in status; hours worked per week in the indicated trade; rate of pay and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents, e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program.

III. CERTIFICATION OF NON-SEGREGATED FACILITIES (OVER \$10,000):

By submission of this bid, the bidder, offeror, applicant or subcontractor certifies that (s)he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments and that (s)he does not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. (S)he certifies further that (s)he will not maintain or provide for employees any segregated facilities at any of his/her establishments and (s)he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants or other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated on the basis of race, color or religion or are, in fact, segregated on the basis of race, color, religion or otherwise. (S)he further agrees that, except where (s)he has obtained identifiable certifications from proposed subcontractors for specific time periods, (s)he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause; that (she) will retain such certifications in his/her files; and that (s)he will forward the following notice to such proposed subcontractors, except where proposed subcontractors have submitted identical certifications for specific time periods.

IV. CIVIL RIGHTS ACTION OF 1964:

Under Title VI of the Civil Rights Act of 1967, no person shall, on the grounds of race, color or national origin; be excluded from

participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

V. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:

No person in the United States shall, on the grounds of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

VI. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES:

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC §1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns located in or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134 and all applicable rules and orders of ODOC issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The Contractor will not subcontract with any subcontractor unless the subcontractor has first agreed to comply with the requirements of these regulations.

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135 and all applicable rules and orders of ODOC issued hereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successor and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 125.

VII. SECTION 504 DISABLED (IF \$2,500 OR OVER) - AFFIRMATIVE ACTION FOR DISABLED WORKERS

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notice in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and protect the rights of those applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to taking affirmative action to employ and advance in employment physically and mentally disabled individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless

exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act so such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for non-compliance.

VIII. AGE DISCRIMINATION ACT OF 1975

No person in the United States shall be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance because of age.

IX. SECTION 402, VETERANS OF THE VIETNAM ERA (IF \$10,000 OR OVER) - AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

- A. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- B. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently-operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment opportunities as may be required.
- C. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or any job applicant from any particular group of applicants and nothing herein is intended to relieve

the Contractor from any requirements of Executive Orders or regulations regarding non-discrimination in employment.

- D. The reports required by paragraph B. of this clause shall include but not be limited to periodic reports which shall be filed at least quarterly with the appropriate local officer or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. For each hiring location, such reports shall indicate:
1. The number of individuals hired during the reporting period;
 2. The number of non-disabled veterans of the Vietnam Era hired;
 3. The number of disabled veterans of the Vietnam Era hired; and
 4. The total number of disabled veterans hired.

The reports should include covered veterans hired for on-the-job training under 38 USC §1787. The Contractor shall submit a report within thirty (30) days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruit and placement.

- E. Whenever the Contractor becomes contractually bound to the listing provision of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- F. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
- G. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

- H. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- I. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment and to protect the rights of those applicants and employees.
- J. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other understanding that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act and is committed to taking affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- K. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act so such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

STATE OF OKLAHOMA
HOLD HARMLESS CLAUSE

Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defining same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the Contractor. Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officer and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any subcontractor or any agent for Contractor, Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers and employees for all the hereinbefore-described expenses, claims action or amounts recovered.

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally-assisted construction contracts and related subcontracts exceeding \$100,000.)

Compliance with Air and Water Acts

During the performance of this contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended (42 USC §§1857, et seq.), the Federal Water Pollution Control Act, as amended (33 USC §§1251, et seq.) and the regulations of the Environmental Protection Agency (EPA) with respect thereto at 40 CFR 15, as amended.

In addition to the foregoing requirements, all non-exempt contractors and subcontractors shall furnish to the Owner, the following:

1. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the EPA pursuant to 40 CFR 15.20.
2. Agreement by the Contractor comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC §1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC §1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the Contractor that he will include or cause to be included by the criteria and requirements in paragraphs 1-4 of this section in every non-exempt subcontract and will take such action as the government may direct as a means of enforcing such provisions.

SPECIAL CONDITIONS PERTAINING TO
HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

1. Lead-Based Paint Hazards (Applicable to Contract for Construction or Rehabilitation of Residential Structures): The construction or rehabilitation of residential structures is subject to the U.S. Department of Housing and Urban Development Lead-Based Paint regulations, 24 CFR 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

2. Use of Explosives (Modify as Required):
 - a. When the use of explosives is necessary for the performance of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, waterlines or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

 - b. At least eight (8) hours before blasting is done, the Contractor shall notify all owners of public utility property of the intent to use explosives close to such property. Any supervision or direction of use of explosives by the engineer does not in any reduce the responsibility of the Contractor or his surety for damages that may be caused by such use.

(Use the address below for projects in Oklahoma)

To: Director, Office of Federal Contract Compliance Programs
U.S. Department of Federal Contract Compliance Programs
U.S. Department of Labor (DOL)
Washington, DC

We submit the following information relative to a construction contract in excess of \$10,000:

1. Contractor's Name: _____
Address: _____
Telephone Number: _____
Employer's Identification Number: _____

2. Contract for: \$ _____
Starting Date: _____ Completion Date: _____
Contract Number: _____ City: _____
DOL Region: VI

The Contractor is required to submit a completed copy of this page to the DOL upon issuance of the Notice to Proceed. Form CC-257 is to be completed upon request by the DOL.

FOR PROJECT IN OKLAHOMA, SEND TO:

Association Regional Administrator
USDOL/OFCCP
555 Griffin Square Building
Room 506
Dallas, TX 75202
Telephone 214-767-4771

RELEASE OF CLAIMANTS

Date: _____

Project: _____

Dear Sir:

I hereby acknowledge receipt of _____ dollars (\$ _____) in full payment of my contract dated _____ for improvement work which I did for you and which is described in my contract.

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

WARNING

The making of any false statement or misrepresentation herein may be a crime punishable under Title 18 USC §1001, which provides in part: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully makes any false, fictitious or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

Sincerely,

Contractor

Section 3 Plan

*This form must be completed by all prime contractors and subcontractors with bid amounts over \$100,000 and must be submitted with the bid. (Revised 1.1/97)

Bid Submitted from: _____ For: _____
Name of Business Project Being Bid Date

What is Section 3? Under Section 3 of the U.S. Department of Housing and Urban Development (HUD) Act of 1968: whenever WJD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and businesses in that area. The project being bid has Idaho Community Development Block Grant (ICDBG) funding which is subject to WJD requirements. *Covered prime contractors and subcontractors are required to show a good faith effort to:

- A. Provide employment and training opportunities for Section 3 Residents.
- B. Provide opportunities for Section 3 Businesses for supplies, services, and construction contracts needed to complete the project.

Definition of a Section 3 Resident: A Section 3 Resident is any lower income individual residing in the Section 3 Project Area.

Definition of Section 3 Project Area: For cities requesting bids, the Section 3 project area would be first consideration within city limits and second consideration within the county. For counties requesting bids, the Section 3 project area would be the county.

Definition of a Section 3 Business: A business that meets at least one of the following criteria: (1) Majority ownership held by Section 3 Residents or (2) at least thirty percent (30%) of the permanent full-time employees are Section 3 Residents or were within the first three (3) years of their employment with the business or three (3) more than twenty-five percent (25%) of the business' work is subcontracted to a business that meets either of the first two conditions.

Part I. Affirmative Action Plan for hiring and training Section 3 Residents:

- A. The total number of new hires I need for this project is _____.
- B. Activities planned to meet Section 3 hiring objectives (check those applicable):
 - () Recruit through local advertising media (include phrase "equal opportunity employer" in ad).
 - () Recruit through signs placed at the project site.
 - () Recruit by contacting community service organizations serving the project site.
 - () Other.
- C. The total number of my current employees I intend to use on this project is _____. The number of these who would be considered Section 3 Residents is _____.
- D. The total number of trainees I intend to use on this project is _____. The number of these trainees that would be considered lower income project area residents is _____.

Part II. Affirmative Action Plan for contracting with Section 3 Businesses:

- A. I will award _____ contracts in connection with these project activities.
- B. The total estimated dollar value of these contracts is \$ _____.
- C. Of these contracts _____ will be awarded to Section 3 Businesses.
- D. The total estimated dollar value of contracts awarded to Section 3 Businesses is \$ _____.

I certify to the greatest extent possible I will hire and train Section 3 Residents and will obtain services, supplies and construction subcontracts from Section 3 Businesses.

Signature (Prime Contractor or Subcontractor) Date

SPECIAL PROVISIONS

SPECIAL PROVISIONS

GENERAL

This project consists of furnishing labor and materials and related incidental work required to make improvements to **YEAR 15 – SMALL CITIES SET ASIDE CONCRETE ROADWAY REPLACEMENT IMPROVEMENT PROJECT**. The bid schedule contains further information identifying the work to be completed. Each particular item of work is described in some detail in the specifications. Throughout the specifications, types of materials may be specified by manufacturer's name or catalog number in order to establish standards of quality and performance and not for the purpose of limiting competition. Unless specifically stated otherwise, the Bidder may assume the phrase "or approved equal", except that the burden is on the bidder to prove such equality. If the bidder elects to do this, he must request the Engineer's approval in writing to substitute such items for the specified item, stating the cost difference involved with supporting data, and samples, if required, to permit a fair evaluation of the proposed substitute with respect to quality, serviceability, warranty, and cost. All materials shall be new, unless specifically approved by the Engineer in writing.

PROJECT DURATION

The work shall be commenced five (5) days from the date on which a Work Order is issued and completed on or before **90** calendar days from commencement thereof. Liquidated damages shall begin after this date. Amount of liquidated damages is \$100.00 per day. The intent of this project is to begin work after CDBG Year 14 contractor installs new sanitary sewerline. Contractor shall coordinate as directed by Engineer.

INSURANCE

The Contractor shall purchase and maintain insurance in accordance with the General Provisions.

LAWS AND ORDINANCES

- A. All work performed under this contract shall be in full accordance with the laws and ordinances pertinent to such work. In case of any conflict wherein the methods or standards of installation or materials specified do not equal or exceed the requirements of the laws or ordinances, the laws or ordinances shall govern. All items required by the laws or ordinances but not specified or shown on the drawings shall be furnished without extra charge as if shown on specifications, plans and drawings.
- B. The words "laws and ordinances" as used herein shall mean all local, state, or national codes, laws, ordinances, standards, rules, or regulations of any nature which are in any way pertinent to, or regulatory over, the work covered by this section of the specifications.

INTERPRETATION OF PLANS AND SPECIFICATIONS

The plans, these specifications, the proposal, Special Provisions and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications; Special Provisions shall govern over both General and Standard Specifications; and the plans and quantities shown on the plans shall govern over those shown on the proposal. The Contractor shall take no advantage of any apparent error or omission in the plans and specifications, and the Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the Engineer, and request in writing an interpretation thereof by the Engineer at least five days before incurring any expense thereunder. Failure to so request shall be a complete defense to and waiver of any claim for damages by the Contractor.

RIGHTS-OF-WAY

The necessary rights-of-way for the project will be provided by the City. The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the plans and shall use care in placing construction tools, equipment, excavated materials, pipe materials, and supplies so as to cause the least possible damage to property and interference with traffic. The placing of such tools, equipment, and materials shall be subject to the approval of the Engineer.

Any additional temporary construction right-of-way required shall be obtained by the City. The additional temporary right-of-way must be obtained prior to entering upon the property and doing any work.

FIELD CHECK OF EXISTING STRUCTURES

It shall be the responsibility of the Contractor to check all dimensions and elevations of existing structures, pipelines, equipment, or other existing items affected by or affecting the work under this contract. This shall be done prior to the start of construction or ordering of materials and equipment affected thereby.

The Contractor's attention is directed to the Information for Bidders which requires that each bidder visit the site of the work to familiarize himself with the arrangement and condition of existing construction.

The Contractor shall be solely responsible for determining the extent and costs of all removal and salvage operations. Any delay or extra expense to the Contractor due to encountering construction, piping, or equipment not shown or in locations different from those indicated on the plans shall not constitute a claim for extra work, additional payment, or damages.

PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing, driveway, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards and parking areas, shall be restored to their original condition as determined and approved by the Engineer, whether within or outside the Owner's right-of-way. All replacements shall be made with new materials. The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or men to or from the work or any part of it thereof, whether by him or his subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement, or payment of costs incurred in connection with the damage.

WATER

All water that is required in connection with the work to be done under this Contract will be furnished in the vicinity of the site, by the Owner, provided:

- A. The Contractor shall procure such water in the location and in the manner designated by the Engineer.
- B. The Contractor at his own expense shall make authorized connections and provide means for delivering the water to the work site.
- C. The Contractor shall pay the established rate in accordance with the General Provisions required by the City.

EXPERIENCED CONTRACTOR

The Contractor must furnish personnel and equipment suitable for the work to be done.

The Contractor shall keep on the work during its progress a competent, qualified general superintendent and any necessary assistants, all satisfactory to the City and the Engineer. The General Superintendent shall not be changed without consent of the City and the Engineer unless he proves to be unsatisfactory to the Contractor and ceases to be in his employ. The General Superintendent shall represent the Contractor in his absence, and shall have complete authority to make decisions requiring immediate action. All directions given to him by the Engineer shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The General Superintendent shall coordinate the work of the subcontractors and be responsible for all their activities. The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings,

specifications, and other instructions, and shall report at once to the Engineer any error, inconsistency, or omission which he may discover.

PROJECT LOCATION

Location is between Main Street (SH-66) and Cedar Avenue on 10th Street.

QUANTITY

The City of Yukon, Oklahoma does not guarantee any specific quantities of items. All listed quantities are estimated only. Claims will be processed to cover work as it is completed during the contract period.

MATERIALS

All materials must meet the requirements of the Special Provisions and the current standard specifications of the 1995 City of Yukon standard specifications for construction. Where these are in conflict, the Special Provisions will govern.

AWARD OF CONTRACT

Award of contract shall be to the lowest and best total bid.

APPROVAL OF MATERIALS

Immediately after the contract is signed and before ordering materials, the Contractor shall make written request to the Engineer for and obtain his approval of the use of any materials, construction, etc., other than those mentioned as standard in the specifications or so indicated on the drawings and obtain his approval of materials, construction, etc., proposed for use when "approved" materials or work are specified without mentioning any standard by name.

The terms "approved" or "approved equal" shall mean approved by the Engineer. Approval shall be based on performance specifications, availability of fully manned maintenance facilities within 100 miles of the site, and manufacturer's experience as further specified herein. Manufacturers must have at least five (5) years experience with five (5) functionally satisfactorily completed systems in this state unless otherwise specified. Sub-contractors and suppliers shall make all requests for approval through the Contractor.

Whenever a material or article is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' products will be accepted, provided sufficient information is submitted to allow the Engineer to determine that the proposed products are equivalent to those named. Such items shall be submitted for approval by the procedure set forth in the General Provisions. The words "or equal", although possibly not indicated after each proprietary specification, are implied as a result of the preceding statements in this paragraph.

OPERATING DATA AND PROCEDURES INFORMATION

Prior to final acceptance of the project, the Contractor shall furnish the Engineer with four (4) copies of catalogs, parts lists, a recommended spare parts list, operation and maintenance instructions and any other pertinent and useful information for all major items of equipment. This information and data will be incorporated into an instruction manual for future reference covering the operation and maintenance of the facility.

GUARANTEE

The Contractor shall guarantee the work for the length of time as set forth below and shall leave the work in acceptable condition. Neither the final certificate nor payment nor any provisions in the contract documents shall relieve him of responsibility for negligence or faulty materials or workmanship within the extent and period provided; and upon written notice from the Engineer or the Owner, he shall remedy any defects due thereto and pay all expenses for any damages to other work resulting therefrom.

A Maintenance Bond will be required for all improvements, for a period of two (2) years from the date of final acceptance of the project by the City. Said bond shall be as stated on the maintenance bond form.

CLEAN-UP

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, stumps or portions of trees, and debris of any kind. He shall leave the site of the work in a neat and orderly fashion as close as possible to its original condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer.

Immediately before final acceptance of the work as a whole, the Contractor shall clean all surfaces of foreign matter. All brick, stone, metal or concrete surfaces shall be cleaned of all mortar, splashed concrete, stains, etc., and left in a neat, clean, workmanlike manner, to the satisfaction of the Engineer.

MATERIALS AND WORKMANSHIP

All materials shall be new, of the best grade of their respective kinds, free from all defects, and of the quality specified. The Contractor shall not start delivery of materials until the Engineer has approved the source of supply. Only materials conforming to the requirements of the City shall be used in the work and such materials shall be used only after written approval has been given by the Engineer and only, so long as the quality of said materials remains equal to the requirements of the City. The Contractor shall furnish approved materials from other sources if, for any reason, the product from any source at any time before commencing or during the prosecution of the work proves unacceptable. After approval, any material which has become mixed with or coated with dirt or any other foreign substances during its delivery and handling shall not be used in the work.

The workmanship shall be in all respects of the highest grade, and all construction shall be done by skilled technicians according to the best practice of the trade. All interface measurements and connections shall be the sole responsibility of the Contractor. The Oklahoma Department of Environmental Quality Standards shall be considered as part of these specifications and shall be in effect with respect to this project.

REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be repaired, or if it cannot be satisfactorily repaired, it shall be removed and replaced at the Contractor's expense. Defective materials shall be removed immediately from the site of work.

Work done without proper inspection or any extra or unclassified work done without written authority and prior agreement in writing as to prices, will be done at the Contractor's risk and will be considered unauthorized, and at the option of the Engineer, may not be measured and paid for and may be ordered removed at the Contractor's expense.

Upon the failure of the Contractor to satisfactorily repair or to remove and replace, if so directed, any rejected, unauthorized or condemned work or materials immediately after receiving notice from the Engineer, the Engineer shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced or to cause unauthorized work to be removed and to deduct the cost thereof from any compensation due or to become due the Contractor. If the Engineer and City deem it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefore.

CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility of faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

MEASUREMENT AND PAYMENT

The method of measurement and basis of payment for each item shall be as stipulated in the Proposal and include work sheets specified.

Percentage of work completed shall be indicated for each pay item.

The Contractor or his authorized representative at the end of each work day or as otherwise approved by the Engineer, shall establish and agree upon, with the inspector, the amount of those quantities which cannot be measured when the job is completed. These quantities are to be entered in the inspector's daily report and shall be the basis for the final estimate.

WAGE RATES

Davis-Bacon Act wage rates are to be used for this project. The final Davis-Bacon wage rates will be included via addendum.

PRE-BIDDING INSPECTION OF SITE

Contractor shall visit site and familiarize himself with all conditions affecting his work and include in his bid an amount sufficient to cover all work.

BID REJECTION

The City of Yukon reserves the right to reject any part of the bid or reject all bids.

RETAINAGE

Pursuant to paragraphs 2 and 3 of the contract, the retainage will be reduced to 5% for the project, provided work is proceeding in a satisfactory manner.

REMOVE AND REPLACE FENCES

If it is necessary for the Contractor to remove and replace fences at certain locations along the construction alignment, all fences that are moved or disturbed by construction operations shall be replaced or repaired in place in their original condition as soon as possible after the construction is completed. The cost of removal and replacement of fences shall be included in the cost for other pay items.

BARRICADES AND WARNING SIGNS

Where work is carried on in or adjacent to any street, alley, or public place, the Contractor shall furnish and erect such barricades, fences, lights and danger signals; shall provide such watchmen and take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be renewed as often as necessary to keep the work substantially covered. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect any new work. Failure to comply with these requirements will result in the Engineer shutting down the work until the Contractor shall have provided the necessary protection. Payment will be made by item lump sum "Traffic Control".

PROTECTION OF EXISTING STRUCTURES

The Contractor shall provide all necessary sheeting, shoring, and other bracing and supports to protect improvements adjacent to the construction. This work shall be incidental and shall not be paid for separately but shall be included in the unit price bid for other items.

LAYOUT OF WORK AND SURVEYS

- A. From the control points established by the Engineer, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Engineer may require to meet changed conditions or as a result of necessary modifications to the contract work.

- B. The Contractor shall furnish such stakes, templates, platforms, equipment, tools and materials, and all labor as may be required in laying out any part of the work from the control points established by the Engineer. Payment will be made by pay item "Staking" lump sum. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Engineer until authorized to remove them. If such marks are destroyed by the Contractor or through his negligence removed or altered prior to their authorized removal, they may be replaced by the Engineer, at his discretion, and the expense of replacement will be charged to the Contractor. The Engineer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of work.

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavement, driveways, sidewalks, etc., to all water, sewer, gas or electric lines, or appurtenance thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation, and company or any individual not less than twenty-four (24) hours in advance of any work which might damage or interfere with the operation of their or his property, along or adjacent to the work. He shall be responsible for all damage or injury to property or any character resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to his non-execution of the work or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of non-execution thereof, on the part of the Contractor, he shall restore at his expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed or he shall make good such damage for injury in an acceptable manner.

CONTRACT AND BONDS

CONTRACT

THIS CONTRACT and AGREEMENT, made and entered into as of this _____ day of _____, 20____, by and between the CITY OF YUKON, party of the first part, hereinafter termed "City" and _____ party of the second part, hereinafter termed "Principal."

WITNESSETH:

WHEREAS, the CITY OF YUKON has caused to be prepared in accordance with law, certain plans, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for:

**YEAR 15 -- SMALL CITIES SET ASIDE
CONCRETE ROADWAY REPLACEMENT IMPROVEMENT PROJECT
CITY OF YUKON, OKLAHOMA**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of this contract; and

WHEREAS, Principal, in response to said Solicitation for Bids, published in the _____ has submitted to the CITY OF YUKON in the manner and at the time specified, a sealed proposal in accordance with the terms of this contract, and

WHEREAS, the CITY OF YUKON in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Principal to be the lowest and best responsible bidder on the above-described project, and has duly awarded this contract to said Principal for the sum named in the proposal, to wit:

_____ DOLLARS (\$_____).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this contract have agreed and hereby agree as follows:

1. The Principal shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with the Principal's proposal and bid and with the plans, specifications, and other bidding documents adopted and approved by the City, all of which documents are on file in the office of the City Clerk of Yukon and are made a part of this contract as fully as if the same were herein set out at length, with the following additions and/or exceptions: (if none, so state) _____

2. The City shall make payments to the Principal in the following manner: On or about the first day of each month, the Engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Principal shall furnish to the Engineer or other person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates. The Principal shall be paid according to the estimate less 5% retainage for the contract amount.

3. On completion of the work, but prior to the acceptance thereof by the CITY OF YUKON, it shall be the duty of the Engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, said official shall make his final certificate to the City. The Principal shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Principal; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Principal may have by reason of having entered into or arising out of this contract.

The sworn and notarized statement below must be signed and notarized before the contract will become effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) duplicate originals, the day and year first above written.

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
as Principal, and _____, as
Surety, are held and firmly bound unto the CITY OF YUKON of the State of Oklahoma,
hereinafter referred to as the Government, in the full and just sum of
_____ DOLLARS
(\$_____) for the payment of which, well and truly to be made, we and
each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors
and assigns, jointly and severally, firmly by these presents.

Dated this ____ day of _____, A.D., 20_____.

The conditions of this obligation are such, that whereas, said Principal is the lowest and
best bidder for the making of the following municipal work and improvement, viz:

**YEAR 15 – SMALL CITIES SET ASIDE
CONCRETE ROADWAY REPLACEMENT IMPROVEMENT PROJECT
CITY OF YUKON, OKLAHOMA**

and has entered into a certain written contract with the CITY OF YUKON on the ____ day of
_____, 20____, for the erection and construction of said work and
improvement all in compliance with the plans and specifications therefor, made a part of said
contract and on file in the office of the City Clerk, and said contract is hereby made a part and
parcel of this bond as if literally written herein.

NOW, THEREFORE, if the said Principal, _____ shall fully and faithfully execute the work and perform said contract according to its terms, conditions and covenants, and in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of THE CITY OF YUKON and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by sub-contract or otherwise; and shall protect and save harmless the said Government and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm or corporation by reason of negligence of the Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Principal, or his or its agents, servants, or employees; and shall protect and save the Government harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

Secretary

By _____
Principal

ATTEST:

Secretary

By _____
Surety

Approved as to form this ____ day of _____, A.D., 20____.

City Attorney

Approved by the CITY OF YUKON this ____ day of _____, A.D., 20____.

Mayor

ATTEST:

Secretary

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
as Principal, and _____, as
Surety, are held and firmly bound unto the CITY OF YUKON of the State of Oklahoma, in the
full and just sum of _____
DOLLARS (\$_____), such sum being equal to the contract amount for
a period of one (1) year and thereafter for a period of one (1) year for the sum of

DOLLARS (\$_____), such sum being not less than 15% of the contract price, for
the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs,
executors, and assigns, themselves, and its successors and assigns, jointly and severally,
firmly by these presents.

Dated this _____ day of _____, A.D., 20_____.

The conditions of this obligation are such, that whereas, said Principal, has a certain
contract between _____
and the CITY OF YUKON dated this _____ day of _____,
20_____, agreed to construct in the City of Yukon:

**YEAR 15 – SMALL CITIES SET ASIDE
CONCRETE ROADWAY REPLACEMENT IMPROVEMENT PROJECT
CITY OF YUKON, OKLAHOMA**

all in compliance with the plans and specifications therefore, made a part of said Contract and
on file in the office of the City Clerk of the City of Yukon; and to maintain the said improvement
in the amounts set forth above against any failure due to workmanship or material for a period
of **two (2) years** from the date of acceptance of the completed project by the CITY OF YUKON.

NOW, THEREFORE, if the said Principal shall pay or cause to be paid to the Authority all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **two (2) years** from and after acceptance of said project by the Authority; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all sub-contractors; and if Principal shall save and hold the Authority harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or materials for a period of **two (2) years** and at any time repairs shall be necessary that the cost of making repairs shall be determined by the CITY OF YUKON, or some person(s) designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

Secretary

By _____
Principal

ATTEST:

Secretary

By _____
Surety

Approved as to form this ____ day of _____, A.D., 20____.

City Attorney

Approved by the CITY OF YUKON this ____ day of _____, A.D., 20____.

Mayor

ATTEST:

Secretary

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
as Principal, and _____,
as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of

_____ DOLLARS (\$_____)

for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this ____ day of _____, A.D., 20_____.

The conditions of this obligation are such, that whereas, the above Bonded Principal _____ is the lowest and best bidder for the making of the following municipal work and improvements:

**YEAR 15 – SMALL CITIES SET ASIDE
CONCRETE ROADWAY REPLACEMENT IMPROVEMENT PROJECT
CITY OF YUKON, OKLAHOMA**

and has entered into a certain written contract with the CITY OF YUKON on the ____ day of _____, 20____, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF YUKON.

NOW, THEREFORE, if the said Principal, shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractor of said Principal who perform work in the performance of such, for labor and materials furnished by any supplier and consumed in the performance of said contract, and such repairs to and rental of machinery and equipment as may be furnished by a sub-contractor or to the person or persons contracting with this Authority within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST: _____
Secretary By _____
Principal

ATTEST: _____
Secretary By _____
Surety

Approved as to form this ____ day of _____, A.D., 20____.

City Attorney

Approved by the CITY OF YUKON this ____ day of _____, A.D., 20____.

ATTEST: _____
Secretary Mayor

LIST OF DOCUMENTS REQUIRED FOR THIS BID

**YEAR 15 – SMALL CITIES SET ASIDE
CONCRETE ROADWAY REPLACEMENT IMPROVEMENT PROJECT
CITY OF YUKON, OKLAHOMA**

Project No. E109.15

The Bidder is responsible for reviewing this list of required documents and any requirements of the General Provisions and assuring that each and every required document is properly completed, signed, and submitted with the Bid. Forms and Affidavits should be completed and submitted in accordance with provisions of the "Signature Requirements for Bidding Documents." Bids not submitted in accordance with these requirements will be recommended for rejection.

DOCUMENTS REQUIRED FOR THIS BID

Bid Form
Detailed Bid Form (if provided in the Bidding Documents)
Bid Bond
Anticollusion Affidavit
Statement of Yard Compliance
Affidavit of Surety
Contractor's Certificate
Certificate of Non-Discrimination
Section 3 Plan (Page GP-84)

For the purpose of determining that a bid is properly submitted, Bidder should submit the properly completed and executed documents listed on this page. Bidder should also review the General Provisions and the Special Provisions for any other required documents. Failure to submit a document required in the General or Special Provisions may be cause for rejection of the bid. However, the contracting public entity reserves the right to require timely submission of document(s) required in the Special Provisions.

Forms Not in Packet. If an item is listed on this page or in the Special Provisions and the form is not included in this packet, it is the Bidder's responsibility to obtain the form from the Office of the City Clerk for The City of Yukon or such other office noted in the Notice to Bidders.

Forms to be Used. Bidder shall use the forms in this Bid Package or shall photocopy the forms and complete them. No alterations can be made to the forms except to add additional signature lines as required. Any other alteration or amendment of these forms may invalidate the Bid.

BID FORM

Project Number: **Triad Design Group, Inc. Project No. E109.15**

Description: **YEAR 15 – SMALL CITIES SET ASIDE
CONCRETE ROADWAY REPLACEMENT IMPROVEMENT PROJECT
CITY OF YUKON, OKLAHOMA**

Name of Firm: _____

Address: _____

To the Mayor and Council of the **City of Yukon**:

Gentlemen:

The undersigned, as bidder, declares that before preparing this Bid, the Bidder read carefully the Requirements for Bidders, and the general and detailed Plans and Specifications, the Bid Form and Affidavits and Certificates and any other documentation or information to be submitted, and has examined the form of the Contract and the several Bonds, and that the bidder is familiar with and able to comply with all the provisions of the same and with all the requirements of the complete Contract to be entered into and Bonds to be executed. Said bidder proposes and agrees to furnish all labor, materials, and equipment, and to perform all operations necessary to complete the work as required by said Contract Documents for the Total Bid Price.

Total Base Bid Price: _____

(\$ _____).

NOTE: BIDS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

Said Bidder acknowledges receipt of addendum numbers _____ issued during the time of bidding and has included the several changes in this Bid.

In submitting the Bid, it is understood that the right is reserved by the **City of Yukon** to reject any and all bids, and it is agreed that this Bid may not be withdrawn for a period of forty-five (45) days after date of filing same. Said Bidder proposes and agrees that if his Bid is accepted, the Bidder will enter in to the contract with the **City of Yukon**, and properly submit the required Bonds within seven (7) days after acceptance of his Bid and the award to the Bidder.

Bidder hereby agrees to commence work within five (5) days after the Work Order is issued by the **City of Yukon** and to complete same as stated in the Special Provisions after commencement thereon. We herewith enclose Bidder's Bond, or Certified Check, or Cashier's Check in the amount of \$ _____ as required in the Contract Specifications.

Name and Address of Major Subcontractors

Each subcontractor and manufacturer listed below is capable of bonding his portion of the work and will be retained by the Prime Contractor if awarded the contract for construction. Substitution of subcontractors will not be made unless express written consent of the Engineer is received.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

**YEAR 15 – SMALL CITIES SET ASIDE
CONCRETE ROADWAY REPLACEMENT IMPROVEMENT PROJECT
CITY OF YUKON, OKLAHOMA**

DETAILED BID FORM

**YEAR 15
Base Bid**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
1	2675.00	S.Y.	Portland Cement Concrete Pavement (6")		
			Dollars	\$ _____	\$ _____
2	2900.00	S.Y.	ODOT Type A Aggregate Base (6")		
			Dollars	\$ _____	\$ _____
3	2575.00	S.Y.	Remove Asphalt Pavement		
			Dollars	\$ _____	\$ _____
4	1.00	LSUM	Mobilization		
			Dollars	\$ _____	\$ _____
5	1.00	LSUM	Roadway Earthwork		
			Dollars	\$ _____	\$ _____
6	1.00	LSUM	Traffic Control		
			Dollars	\$ _____	\$ _____
7	1500.00	S.Y.	Solid Slab Sod		
			Dollars	\$ _____	\$ _____
8	500.00	L.F.	Sawcut Pavement		
			Dollars	\$ _____	\$ _____
9	500.00	L.F.	Filter Fabric Silt Fence		
			Dollars	\$ _____	\$ _____
10	50.00	TON	Traffic Bound Surface Course (TBSC)		
			Dollars	\$ _____	\$ _____

Total Base Bid: \$ _____

**CONTRACTOR'S AFFIDAVITS AND CERTIFICATES
(TO BE INCLUDED IN BID PACKET)**

BID BOND

**YEAR 15 – SMALL CITIES SET ASIDE
CONCRETE ROADWAY REPLACEMENT IMPROVEMENT PROJECT
CITY OF YUKON, OKLAHOMA**

**Triad Design Group, Inc. Project
No. E109.15**

5% BID BOND, CERTIFIED OR CASHIER'S CHECK \$ _____

TOTAL BID \$ _____

Work shall commence within five (5) calendar days after the Work Order is issued by the **City of Yukon** and completed as required by the Contract.

(SEAL) if Corporation

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signed _____

Notary Public

My Commission Expires: _____

By _____
Agent

Address

Affidavits Attached

STATEMENT OF YARD COMPLIANCE

Indicate choice of Items 1, 2, or 3:

_____ 1. Yard Location: _____

Mailing Address: _____

Phone No.: _____ After Hours Phone No.: _____

Name of Employee(s): _____

_____ 2. 15% (Cash) Retainage to be deposited in advance of contract award and retained for duration of maintenance period.

Name of Surety:

Address of Surety:

_____ 3. Non-Resident Contractors Defect Maintenance Bond will be posted.

Name of Surety:

Address of Surety:

Signature of Applicant

Approved
City of Yukon, Oklahoma

AFFIDAVIT OF SURETY

Date

City of Yukon, Oklahoma

Gentlemen:

_____ is currently bidding or is desirous of bidding work for the City of Yukon and this is to advise you that based upon information we have at this time, we are willing to execute bonds for this company on construction contracts for the City of Yukon up to the sum of \$_____.

In the past, we have handled bonding requirements for this company in the amount of \$_____.

In the event information comes to our attention which would change the bonding ability of this firm, we will advise you of such change.

We are attaching a copy of our Power of Attomey.

Name of Company of Agency

Signature and Title

Address

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public

My Commission Expires:

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, age, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruiting or recruitment, advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Contractor and Sub-Contractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County Clerk of the County of Oklahoma setting forth provisions of this section.

2. In the event of the Contractor's noncompliance with this non-discrimination clause, the contract may be canceled or terminated by the Oklahoma Tax Commission. The Contractor may be declared by the Oklahoma County Commission ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.

3. The Contractor agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

I have read the above-stated clauses and agree to abide by its requirements.

Contractor

ATTEST:

Secretary

Section 3 Plan

*This form must be completed by all prime contractors and subcontractors with bid amounts over \$100,000 and must be submitted with the bid. (Revised 1.1/97)

Bid Submitted from: _____ For: _____

Name of Business

Project Being Bid

Date

What is Section 3? Under Section 3 of the U.S. Department of Housing and Urban Development (HUD) Act of 1968, whenever WJD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and businesses in that area. The project being bid has Idaho Community Development Block Grant (ICDBG) funding which is subject to WJD requirements. *Covered prime contractors and subcontractors are required to show a good faith effort to:

- A. Provide employment and training opportunities for Section 3 Residents.
- B. Provide opportunities for Section 3 Businesses for supplies, services, and construction contracts needed to complete the project.

Definition of a Section 3 Resident: A Section 3 Resident is any lower income individual residing in the Section 3 Project Area.

Definition of Section 3 Project Area: For cities requesting bids, the Section 3 project area would be first consideration within city limits and second consideration within the county. For counties requesting bids, the Section 3 project area would be the county.

Definition of a Section 3 Business: A business that meets at least one of the following criteria: (1) Majority ownership held by Section 3 Residents or (2) at least thirty percent (30%) of the permanent full-time employees are Section 3 Residents or were within the first three (3) years of their employment with the business or three (3) more than twenty-five percent (25%) of the business' work is subcontracted to a business that meets either of the first two conditions.

Part I. Affirmative Action Plan for hiring and training Section 3 Residents:

- A. The total number of new hires I need for this project is _____.
- B. Activities planned to meet Section 3 hiring objectives (check those applicable):
 - () Recruit through local advertising media (include phrase "equal opportunity employer" in ad).
 - () Recruit through signs placed at the project site.
 - () Recruit by contacting community service organizations serving the project site.
 - () Other.
- C. The total number of my current employees I intend to use on this project is _____. The number of these who would be considered Section 3 Residents is _____.
- D. The total number of trainees I intend to use on this project is _____. The number of these trainees that would be considered lower income project area residents is _____.

Part II. Affirmative Action Plan for contracting with Section 3 Businesses:

- A. I will award _____ contracts in connection with these project activities.
- B. The total estimated dollar value of these contracts is \$ _____.
- C. Of these contracts _____ will be awarded to Section 3 Businesses.
- D. The total estimated dollar value of contracts awarded to Section 3 Businesses is \$ _____.

I certify to the greatest extent possible I will hire and train Section 3 Residents and will obtain services, supplies and construction subcontracts from Section 3 Businesses.

Signature (Prime Contractor or Subcontractor)

Date

Section 3 Plan

*This form must be completed by all prime contractors and subcontractors with bid amounts over \$100,000 and must be submitted with the bid. (Revised 1.1/97)

Bid Submitted from: _____ For: _____

Name of Business Project Being Bid Date

What is Section 3? Under Section 3 of the U.S. Department of Housing and Urban Development (HUD) Act of 1968, whenever WJD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and businesses in that area. The project being bid has Idaho Community Development Block Grant (ICDBG) funding which is subject to WJD requirements. *Covered prime contractors and subcontractors are required to show a good faith effort to:

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Part I. Affirmative Action Plan for hiring and training Section 3 Residents:

- A. The total number of new hires I need for this project is _____.
- B. Activities planned to meet Section 3 hiring objectives (check those applicable):
 - () Recruit through local advertising media (include phrase "equal opportunity employer" in ad).
 - () Recruit through signs placed at the project site.
 - () Recruit by contacting community service organizations serving the project site.
 - () Other.
- C. The total number of my current employees I intend to use on this project is _____. The number of these who would be considered Section 3 Residents is _____.
- D. The total number of *trainees* I intend to use on this project is _____. The number of these trainees that would be considered lower income project area residents is _____.

Part II. Affirmative Action Plan for contracting with Section 3 Businesses:

- A. I will award _____ contracts in connection with these project activities.
- B. The total estimated dollar value of these contracts is \$ _____.
- C. Of these contracts _____ will be awarded to Section 3 Businesses.
- D. The total estimated dollar value of contracts awarded to Section 3 Businesses is \$ _____.

I certify to the greatest extent possible I will hire and train Section 3 Residents and will obtain services, supplies and construction subcontracts from Section 3 Businesses.

Signature (Prime Contractor or Subcontractor) Date



DATE: March 24, 2016
FROM: Mitchell Hort, Director
TO: City Manager & City Council
RE: Conditional Use Permit for Devon/Yukon, LLC

Attached are the minutes from the March 14, 2016, Planning Commission Meeting for the recommendation to approve of a Conditional Use Permit on a variance for the height regulation on a flag pole located at Devon Storage, 1777 W Vandament Ave., Yukon, OK.



DATE: March 24, 2016
FROM: Mitchell Hort, Director
TO: City Manager & City Council
RE: Conditional Use Permit for Devon/Yukon, LLC

Attached are the minutes from the March 14, 2016, Planning Commission Meeting for the recommendation to approve of a Conditional Use Permit on a variance for the height regulation on a flag pole located at Devon Storage, 1777 W Vandament Ave., Yukon, OK.

A roll call was taken.

The Vote:

Ayes: Taylor, Baker, Hatley, Davis

Nays: None

Vote: 4-0

Motion Carried

4. ITEM: TO HEAR A REQUEST BY DEVON/YUKON LLC, FOR A CONDITIONAL USE PERMIT ON THE VARIANCE FOR THE HEIGHT REGULATION ON THE FLAG POLE. LOT ONE (1), BLOCK ONE (1), FIVE STAR PARK, SECTION 1, AS ADDITION TO THE CITY OF YUKON, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION NINETEEN (19) TOWNSHIP TWELVE (12) NORTH, RANGE FIVE (5) WEST OF THE INDIAN MERIDIAN, CANADIAN COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE S89°42'00"W A DISTANCE OF 131.77 FEET (132.00 FEET RECORD) TO THE POINT OF BEGINNING; THENCE S89°42'00"W ALONG A SECTION LINE A DISTANCE OF 633.32 FEET; THENCE N60°33'01"W A DISTANCE OF 25.79 FEET; THENCE N00°18'00"W A DISTANCE OF 787.19 FEET; THENCE N89°42'00"E A DISTANCE OF 660.00 FEET TO A POINT OF THE WEST LINE OF WESTPORT COMMERCE PARK, AN ADDITION TO THE CITY OF YUKON, OKLAHOMA. THENCE S00°00'26"W ALONG THE WEST LINE OF WESTPORT COMMERCE PARK, AN ADDITION TO THE CITY OF YUKON, OKLAHOMA; A DISTANCE OF 800.00 FEET, TO THE POINT OF BEGINNING; SAID TRACT OF LAND CONTAINS 526,132 SQ. FT. OR 12.0783 ACRES MORE OR LESS. BETTER KNOWN AS 1777 W VANDAMENT AVE., YUKON, OK

Chairman Taylor asked is there anyone here tonight?

Mitchell Hort stated they were unable to make it, but if you have questions, I'll be able to answer.

Chairman Taylor stated they did have a variance on the height of the flag pole before. You can see that flag from I-40. Basically the storage facility was sold to another company called Devon Storage, therefore this item needed to go back to the Planning Commission and ask for the Conditional Permit again.

Commissioner Davis stated I would like to make a motion; in the case of the application for the Conditional Use Permit submitted by Devon/Yukon, LLC, we have read the staff report and received testimony at the public hearing.

We find ourselves in agreement with staff findings including all attachments cited in the staff report. I move that this item be recommended for approval to the City Council.

Seconded by Commissioner Hatley

A roll call was taken.

The Vote:

Ayes: Taylor, Baker, Hatley, Davis

Nays: None

Vote: 4-0

Motion Carried

5. ITEM: TO HEAR A REQUEST BY ALLEN ENGINEERING SERVICES, INC. ON BEHALF OF SALAZAR HOMES, INC., FOR A PRELIMINARY PLAT ON THE SOUTH HALF (S/2) OF BLOCK SIX (6) IN CHASE ADDITION, TO THE TOWN OF YUKON, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, LESS AND EXCEPT THE WEST 120 FEET THEREOF; BETTER KNOWN AS 920 S 1ST ST., YUKON, OK.

Charles Allen, Allen Engineering stated this tract is about 6.1 acres there is an existing house that we showed on our preliminary plat that was going to be demolished, but it's actually been rebuilt, so we are going to need to vary the line just a little bit to provide 10 feet between houses. Currently the lot size is about 8800 sq. feet and we meet all that, the only thing lacking is the 60 feet, which we will need a variance for that.

Chairman Taylor asked now the long house, is that going to stay or is that one being torn down? The garage in back is torn down.

Mr. Allen answered the garage in back is torn down.

Chairman Taylor asked you intend to put how many homes in there?

Mr. Allen replied the existing one and two more.

Commissioner Baker asked you anticipate any of the frontages being less than 50 feet?

Mr. Allen replied now that we are saving the house, the South lot will be about 48 feet, I'm guessing.

Commissioner Baker asked Mitchell it appears there are 60 foot frontages on some of the houses?

Mitchell Hort replied that is correct. They do have a utility easement back there, that we'll have to watch.

Mr. Hort stated, one comment we might want to make, on the existing house, when they submitted this they were going to build (3) brand new houses, on the middle lot, they are going to leave that house now, they will need to go to the



EXHIBIT E
Statement as to the Proposal & Purpose

The Owner is seeking to secure a conditional use permit to allow them to maintain the variance that was previously granted for a height regulation on the flag pole located on the Property. The use of the Property as a self-storage facility has not changed and is a permitted use for the Light Industrial District. I have attached a picture of the flag pole and the compliance letter we received from Kathy Johnson on January 6, 2015.



DATE: March 24, 2016
FROM: Mitchell Hort, Director
TO: City Manager & City Council
RE: Final Plat of Stonegate

MEMORANDUM

Attached are the minutes from the March 14, 2016 Planning Commission Meeting, for the recommendation to the City Council to accept the Final Plat of Stonegate.

A tract of land lying in the Southeast Quarter (SE/4) of Section Thirty (30), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian I.M., Yukon, Canadian County, Oklahoma. Said tract containing 3.92 acres, more or less; (West of the Target Store) better known as 1601 Health Center Parkway, Yukon, OK.

3. ITEM: TO HEAR A REQUEST BY STONEGATE PARTNERS LLC FOR A FINAL PLAT, A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30), TOWNSHIP TWELVE NORTH (T12N), RANGE FIVE WEST (R5W) OF THE INDIAN MERIDIAN I.M., YUKON, CANADIAN COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4; THENCE S89°47'40"E ALONG THE SOUTH LINE OF SAID SE/4 A DISTANCE OF 1265.74 FEET, THENCE ALONG THE EASTERLY LINE OF YUKON PARKWAY WEST PHASE V, ACCORDING TO THE RECORDED PLAT THEREOF, THE FOLLOWING TWO (2) CALLS:
- 1) N00°06'07"W A DISTANCE OF 406.26 FEET,
 - 2) THENCE S89°47'40"W A DISTANCE OF 128.60 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK 5 OF SAID YUKON PARKWAY WEST PHASE V.
- THENCE S89°47'40"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 5 A DISTANCE OF 297.17 FEET; THENCE ALONG THE WEST LINE OF LOTS 1,2, AND 3, SAID BLOCK 5 THE FOLLOWING TWO CALLS:
- 1) N00°08'38"E A DISTANCE OF 100.58 FEET;
 - 2) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2114.34 FEET A CHORD BEARING OF N05°29'19"W, AND A CHORD DISTANCE OF 411.06 FEET, FOR AN ARC DISTANCE OF 411.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 5, YUKON PARKWAY WEST, PHASE V; THENCE N76°11'32"E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 347.78 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°08'38"W ALONG THE EAST LINE OF SAID LOTS 1,2, AND 3, BLOCK 5 A DISTANCE OF 591.70 FEET TO THE POINT OF BEGINNING.
- SAID TRACT CONTAINING 3.92 ACRES, MORE OR LESS; BETTER KNOWN AS 1601 HEALTH CENTER PARKWAY, YUKON, OKLAHOMA.

Matt Miller, StoneGate Partners said we have gone through the Preliminary and PUD portion of this so you're familiar with it. We are taking the portion of land that is already zoned for office buildings and what we want to do is build the Common area, parking, landscaping etc.

Chairman Taylor stated we went through this at the last meeting with the preliminary plat. Is staff satisfied with the final plat?

Mitchell Hort replied yes Mr. Chairman.

Commissioner Hatley stated I would like to make a motion; in the case of the application for a Final Plat for StoneGate Office Park submitted by Stonegate Partners, LLC, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including all plans and attachments cited in the staff report. I move that this Final Plat application be forwarded to the City Council for approval.

Seconded by Commissioner Baker.

A roll call was taken.

The Vote:

Ayes: Taylor, Baker, Hatley, Davis

Nays: None

Vote: 4-0

Motion Carried

4. ITEM: TO HEAR A REQUEST BY DEVON/YUKON LLC, FOR A CONDITIONAL USE PERMIT ON THE VARIANCE FOR THE HEIGHT REGULATION ON THE FLAG POLE. LOT ONE (1), BLOCK ONE (1), FIVE STAR PARK, SECTION 1, AS ADDITION TO THE CITY OF YUKON, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION NINETEEN (19) TOWNSHIP TWELVE (12) NORTH, RANGE FIVE (5) WEST OF THE INDIAN MERIDIAN, CANADIAN COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE S89°42'00"W A DISTANCE OF 131.77 FEET (132.00 FEET RECORD) TO THE POINT OF BEGINNING; THENCE S89°42'00"W ALONG A SECTION LINE A DISTANCE OF 633.32 FEET; THENCE N60°33'01"W A DISTANCE OF 25.79 FEET; THENCE N00°18'00"W A DISTANCE OF 787.19 FEET; THENCE N89°42'00"E A DISTANCE OF 660.00 FEET TO A POINT OF THE WEST LINE OF WESTPORT COMMERCE PARK, AN ADDITION TO THE CITY OF YUKON, OKLAHOMA. THENCE S00°00'26"W ALONG THE WEST LINE OF WESTPORT COMMERCE PARK, AN ADDITION TO THE CITY OF YUKON, OKLAHOMA; A DISTANCE OF 800.00 FEET, TO THE POINT OF BEGINNING; SAID TRACT OF LAND CONTAINS 526,132 SQ. FT. OR 12.0783 ACRES MORE OR LESS. BETTER KNOWN AS 1777 W VANDAMMENT AVE., YUKON, OK

Chairman Taylor asked is there anyone here tonight?

Mitchell Hort stated they were unable to make it, but if you have questions, I'll be able to answer.

Chairman Taylor stated they did have a variance on the height of the flag pole before. You can see that flag from I-40. Basically the storage facility was sold to another company called Devon Storage, therefore this item needed to go back to the Planning Commission and ask for the Conditional Permit again.

Commissioner Davis stated I would like to make a motion; in the case of the application for the Conditional Use Permit submitted by Devon/Yukon, LLC, we have read the staff report and received testimony at the public hearing.



DATE: March 24, 2016
FROM: Mitchell Hort, Director
TO: City Manager & City Council
RE: Additional Right-Of-Way for future Intersection improvements to serve Cornwell Ave. & NW 10th

Development Services Director recommends to the City Council to accept the additional Right-Of-Way to allow for future intersection improvements for Cornwell Ave & NW 10th that has been dedicated by OnCue. A tract of land situated in the Northwest quarter of Section 33, Township 12 North, Range 5 West of the Indian Meridian, Oklahoma City, Canadian County, Oklahoma; better known as 1000 N. Czech Hall Road, Oklahoma City, OK.

RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS THAT CZECH HALL ROAD LLC., an Oklahoma limited liability company for and in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, do(es) hereby grant and convey unto THE CITY OF YUKON, a municipal corporation, a Right-of-Way over, under and through the following described property situated in Canadian County, Oklahoma, to wit:

See Exhibit "A" (Subject Property)

Plus all right, title and interest in and to all land, fixtures, and appurtenances with in the boundaries of the Subject Property, incidentally removed during the use of said easement, for the use of THE CITY OF YUKON for the exclusive purpose of constructing, maintaining, and operating a road, related structures, sanitary sewer, water line and other public utilities and appurtenances thereto, over, under, through and upon the same. Should the grantee abandon the right-of-way for the purposes above stated, then the said right-of-way shall revert to the grantor, its successors and/or assigns.

CZECH HALL ROAD LLC., an Oklahoma limited liability company

Dated this 10th day of March, 2016.

By: Bard Kellum, Manager
Barden Kellum, Manager

STATE OF OKLAHOMA, COUNTY OF PAYNE, SS.

This instrument was acknowledged before me on this 10th day of March, 2016 by BARDEN KELLUM, as MANAGER of CZECH HALL ROAD LLC.



My Commission Expires: 12-12-18
My Commission No. 02018982

Karlanne Harshman
Notary Public

ACCEPTED by The City of Yukon City
this _____ day of _____, 20____.

City Clerk

REVIEWED for form
[Signature]
Municipal Counselor

EXHIBIT 'A' (1 of 2)

LEGAL DESCRIPTION

RIGHT-OF-WAY

**OnCue #122
1000 N. Czech Hall Road
Section 33, T12N, R5W, I.M.
Oklahoma City, Canadian County, Oklahoma**

A tract of land situated in the northwest quarter of Section 33, Township 12 North, Range 5 West of the Indian Meridian, Canadian County, Oklahoma, more particularly described as follows:

BEGINNING at a point 120.00 feet North 89°59'36" East and 60.00 feet South 00°00'24" East of the northwest corner of said Section 33;

THENCE North 89°59'36" East a distance of 440.00;

THENCE South 80°37'14" East a distance of 61.32 feet;

THENCE South 89°59'36" West a distance of 510.49 feet;

THENCE North 44°58'43" East a distance of 14.14 feet to the POINT OF BEGINNING.

**EXHIBIT 'A' (2 OF 2)
PLOT PLAN
RIGHT-OF-WAY
ONCUE #122**

1000 N. Czech Hall Road
Section 33, T12N, R5W, I.M.
Oklahoma City, Canadian County, Oklahoma

P.O.C.
N.W. CORNER
N.W. QUARTER,
SECTION 33,
T. 12 N., R. 5 W., I.M.
CANADIAN COUNTY, OKLAHOMA
FND. CUT "X"

N. 89°59'36" E
120.00'
S. 00°00'24" E
60.00'

N.W. 10TH STREET

P.O.B.
SET 1/2" I.P.
W/CA 6391 CAP

N. 89°59'36" E
440.00'

PROPERTY LINE

2656.17'

N. 44°58'43" E
14.14'

FND. 1/2" I.P.

S. 44°58'43" W
28.35'

10' WIDE

S. 89°59'36" W
510.49'

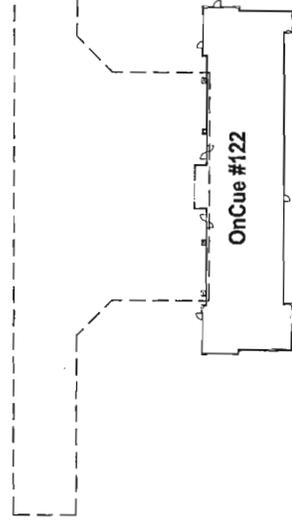
S. 80°37'14" E
61.32'

N. 80°37'14" W
245.27'

S. 0°01'25" W
200.47'

N. 0°00'24" W
201.18'

PROPERTY LINE



OnCue Marketing, LLC

SET 1/2" I.P.
W/CA 6391 CAP

SET 1/2" I.P.
W/CA 6391 CAP



N.T.S.

SMC
SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859
Website: www.smcokc.com

OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. CA 464 EXP 06/30/16



DATE: March 24, 2016
FROM: Mitchell Hort, Director
TO: City Manager & City Council
RE: Permanent Sanitary Sewer Easement to server OnCue

Development Services Director recommends to the City Council to accept and approve the Permanent Easement for the existing sanitary sewer to serve OnCue. A tract of land situated in the Northwest quarter of Section 33, Township 12 North, Range 5 West of the Indian Meridian, Oklahoma City, Canadian County, Oklahoma; better known as 1000 N. Czech Hall Road, Oklahoma City, OK.

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT CZECH HALL ROAD LLC., an Oklahoma limited liability company, its successors, and assigns (collectively "Grantor") for and in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF YUKON, a municipal corporation, and its public trusts (collectively "Grantees") this Permanent Easement over, under, across, through and to the following described property situated in CANADIAN County, Oklahoma, shown on Attachment "A" ("Subject Property") for the use of the Grantees for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing public facilities including Yukon City water and wastewater systems and associated facilities, connections, utilities, and appurtenances thereto (collectively "Street and Utility Systems") and including the right of ingress and egress through Grantor's property to and from the Subject Property and all right, title and interest in and to any soil, earthen material, fixture, and appurtenances within the boundaries of the Subject Property, incidentally removed during the use of this Permanent Easement.

THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:

1. Grantor agrees that no building or other similar structure shall be erected on, over or under the Subject Property.
2. Grantor agrees that Grantees will not maintain, repair or replace Grantor's improvements, including but not limited to fencing, landscaping, driveways and parking areas whenever it becomes necessary to move or remove improvements, due to any operation, maintenance, replacement, expansion, or repair of the Street and Utility Systems.
3. This Permanent Easement does not create an obligation upon the Grantees to construct, operate, maintain, replace, expand or repair these Utility Systems, or provide services or functions.
4. The Grantees do not own the creek, river, lake, detention pond, drainage canal, if any, on or adjacent to the Subject Property and are not legally responsible nor does this Permanent Easement create an obligation upon the Grantees for changes, alterations and modifications to any part or parts of the Subject Property described herein, in the past, present or future, which may be affected in any manner by any change or changes in the course of the creek or waterway, by any accretion or erosion, or evulsion, or alluvion or combination thereof, touching or concerning any part of said Subject Property.

This Permanent Easement shall be perpetual and exclusive to Grantees and shall run in favor of the respective parties, hereto, their successors and assigns.

CZECH HALL ROAD LLC., an Oklahoma limited liability company

Dated this 3rd day of March, 2016.

By: Bard Kellum, Manager
Barden Kellum, Manager

STATE OF OKLAHOMA, COUNTY OF PAYNE, SS.

This instrument was acknowledged before me on this 10th day of March, 2016 by BARDEN KELLUM, as MANAGER of CZECH HALL ROAD, LLC.

My Commission Expires: 12-12-18
My Commission No. 02018982



Karlanne Harshman
Notary Public

ACCEPTED by The City of Yukon City
this _____ day of _____, 20____.

City Clerk

REVIEWED for form
[Signature]
Municipal Counselor



ATTACHMENT "A" (1 OF 2)

LEGAL DESCRIPTION

**PERMANENT EASEMENT
FOR
SANITARY SEWER**

**OnCue #122
1000 N. Czech Hall Road
Section 33, T12N, R5W, I.M.
Oklahoma City, Canadian County, Oklahoma**

A tract of land situated in the northwest quarter of Section 33, Township 12 North, Range 5 West of the Indian Meridian, Oklahoma City, Canadian County, Oklahoma, more particularly described as follows:

COMMENCING (P.O.C) at the northwest corner of the northwest quarter, Section 33, Township 12 North, Range 5 West of the Indian Meridian;

THENCE North 89°59'36" East, a distance of 120.00 feet;

THENCE South 00°00'24" East, a distance of 60.00 feet;

THENCE North 89°59'36" East, a distance of 440.00 feet;

THENCE South 80°37'14" East, a distance of 145.62 feet to the POINT OF BEGINNING (P.O.B.);

THENCE South 80°37'14" East, a distance of 15.21 feet;

THENCE South 00°00'24" East, a distance of 24.94 feet;

THENCE South 89°59'36" West, a distance of 15.00 feet;

THENCE North 00°00'24" West, a distance of 27.42 feet to the POINT OF BEGINNING.

CORNWELL DR.

P.O.C.

N.W. CORNER OF THE NORTHWEST QUARTER, SECTION 33, TOWNSHIP 12 NORTH, RANGE 5 WEST OF THE INDIAN MERIDIAN, OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA

N 89°59'36" E
120.00'

S 00°00'24" E
60.00'

N.W. 10TH STREET

-60' R.O.W.

SOUTH R.O.W. LINE
N.W. 10TH STREET

N 89°59'36" E
440.00'

S 80°37'14" E
145.62'

S 80°37'14" E
15.21'

P.O.B.

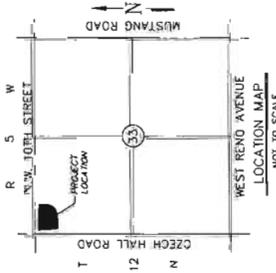
S 00°00'24" E
24.94'

N 00°00'24" W
27.42'

S 89°59'36" W
15.00'

N. CZECH HALL ROAD

OnCue # 122



ATTACHMENT 'A' (2 OF 2)
 PLOT PLAN
 PERMANENT EASEMENT
 ONCUE #122
 1000 N. Czech Hall Road
 Section 33, T12N, R5W, I.M.
 Oklahoma City, Canadian County, Oklahoma

N.T.S.