



**CITY COUNCIL AGENDA
March 18, 2014**

**Ken Smith, Mayor ~ At-Large
Nick Grba, Vice Mayor ~ Ward 1
John Alberts, Council Member ~ Ward 2
Donna Yanda, Council Member ~ Ward 3
Michael McEachern, Council Member ~ Ward 4
Grayson Bottom, City Manager**

Yukon City Council / Yukon Municipal Authority Work Session
Conference Room - Centennial Building - 12 South 5th Street
March 18, 2014 – 6:00 p.m.

There is no work session preceding the March 18, 2014 City Council Meeting.

City Council - Municipal Authority Agendas

March 18, 2014 - 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, March 17, 2014.

Invocation: Pastor David Rhodes, New Dimension Church

Flag Salute:

Roll Call: Ken Smith, Mayor
Nick Grba, Vice Mayor
John Alberts, Council Member
Michael McEachern, Council Member
Donna Yanda, Council Member

Presentations and Proclamations

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 4, 2014**
- B) Payment of material claims in the amount of \$267,437.71**

ACTION _____

- 2A. Consider awarding the contract for the 2014 Wastewater Treatment Plant Rehabilitation and Improvements project to Wynn Construction, Inc., in the amount of \$1,170,800.00, \$1 million to be paid from the 2012 Revenue Bond and \$170,800.00 to be paid from Capital Improvement Funds, as recommended by Triad Design Group**

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 4, 2014**
- B) Payment of material claims in the amount of \$436,375.36**
- C) Denial of Claim No. 136282-ME from Jerry Martinsky, Jr., as recommended by the Oklahoma Municipal Assurance Group**
- D) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- E) Accepting the resignations of Bob Doggett, Planning Commission; Ward Larson, Park Board; and Ed Hatley, Park Board**
- F) Setting the date for the next regular Council meeting for April 1, 2014 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 awarding the contract for the 2014 Wastewater Treatment Plant Rehabilitation and Improvements project to Wynn Construction, Inc., in the amount of \$1,170,800.00, \$1 million to be paid from the 2012 Revenue Bond and \$170,800.00 to be paid from Capital Improvement Funds, as recommended by Triad Design Group**

ACTION _____

4. Consider approving an agreement with Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, for the installation of facilities to provide internet Protocol-enabled Video Service, for a five-year (5) term, at a fee payable to the City of 5% of gross revenues

ACTION _____

5. Consider authorizing the City Engineer to advertise and receive bids for the 2012 CDBG Small Cities Set Aside Year 2012 Roadway Replacement Project Contract

ACTION _____

6. City Manager's Report – Information items only
 - A. Sales Tax Report
 - B. Community Meetings RE: Competitive Playing Fields Park
 - C. Events Report
7. New Business
8. Council Discussion
9. Adjournment

Yukon Municipal Authority Minutes March 4, 2014

ROLL CALL: (Present) Ken Smith, Chairman
Nick Grba, Vice Chairman
John Alberts, Trustee
Michael McEachern, Trustee

(Absent) Donna Yanda, Trustee

(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 February 18, 2014**
- B) Payment of material claims in the amount of \$159,276.05**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of February 18, 2014 and payment of material claims in the amount of \$159,276.05, was made by Trustee McEachern and seconded by Trustee Grba.

The vote:

AYES: Smith, McEachern, Alberts, Grba

NAYS: None

VOTE: 4-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

EXHIBIT A
YUKON MUNICIPAL AUTHORITY
(Yukon, Oklahoma)
SALES TAX AND UTILITY SYSTEM REVENUE BONDS
SERIES 2013

PAYMENT REQUISITION
YUKON MUNICIPAL AUTHORITY
CONSTRUCTION FUND
Project Account

TO: Bank of Oklahoma, N.A., Trustee
FROM: Yukon Municipal Authority
DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated March 1, 2013 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

Triad Design Group 82-8818-16-1
CREDITOR TRUST NO.

| ITEM | ITEM NO. |
|------------------------------|------------|
| 3/4/14 Health Center Parkway | \$8,719.20 |
| DATE | PURPOSE |
| AMOUNT | |

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:
The above requisition is approved.

~ Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

Those obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Yukon Municipal Authority Construction Fund and has not been paid.

That there has not been filed with or served upon the Yukon Municipal Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms, or corporations named in such requisition, which has not been of such obligation.

That such requisition contains no item representing payment on account of any retained percentages which Yukon Municipal Authority is at the date of such certificate entitled to retain.

YUKON MUNICIPAL AUTHORITY

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City

Chairman or Vice Chairman

Attest:

Secretary



City of Yukon
Attn: J.I. Johnston
P. O. Box 850500
Yukon, Oklahoma 73085

Invoice No. 8779
Project No. E232.00
Statement No. 5
Date: March 4, 2014
CIT220

Re: Health Center Parkway Extension

| | | |
|-----------------------------|------|----------------|
| Estimated Construction Cost | | \$2,076,000.00 |
| Estimated Fee | 6.0% | \$124,560.00 |

Architectural and Engineering Services through February 25, 2014

Design Fee (100%) (\$124,560.00)

Completed to Date: \$124,560.00 x 60% = \$74,736.00

| | |
|-----------------------|------------------|
| | <u>74,736.00</u> |
| Less Previous Billing | <u>66,016.80</u> |
| Amount Due | \$8,719.20 |

DESCRIPTION City of Yukon
P.O. Box 850500
Yukon, Oklahoma 73085

Health Center Parkway Extension

STATE OF OKLAHOMA SS
COUNTY OF OKLAHOMA

The undersigned (architect, contractor, supplier, or engineer) of lawful age, being first duly sworn on oath, says that this invoice or claim is truth 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 the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other things of value to obtain payment.

[Handwritten Signature]
Architect, Supplier, Contractor, Engineer

Subscribed and sworn to before me this
4th day of March, 2014

[Handwritten Signature]
Notary Public (or Clerk or Judge)



My Commission Expires: March 13, 2016

EXHIBIT A
 YUKON MUNICIPAL AUTHORITY
 (Yukon, Oklahoma)
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS
 SERIES 2013

PAYMENT REQUISITION
 YUKON MUNICIPAL AUTHORITY
 CONSTRUCTION FUND
 Project Account

TO: Bank of Oklahoma, N.A., Trustee
 FROM: Yukon Municipal Authority
 DATE:

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| | |
|---------------------------|--------------|
| <u>Triad Design Group</u> | 82-8818-16-1 |
| CREDITOR | TRUST NO. |

| ITEM | | ITEM NO. |
|---------------|-----------------------------------------|---------------------|
| <u>3/0/14</u> | <u>wastewater treatment plant rehab</u> | <u>\$ 73,760.40</u> |
| DATE | PURPOSE | AMOUNT |

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:
 The above requisition is approved.

~. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

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YUKON MUNICIPAL AUTHORITY

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City

 Chairman or Vice Chairman

Attest:

 Secretary



City of Yukon
 Attn: Mr. J.J. Johnston
 Attn: City Treasurer
 P. O. Box 850500
 Yukon, Oklahoma 73085

Invoice No. 8775
 Project No. E189.00
 Statement No. 1
 Date: March 1, 2014
 CIT220

Re: Yukon 2014 Wastewater Treatment Plant Rehabilitation and Improvements

| | |
|------------------------|----------------|
| Est. Construction Cost | \$1,170,800.00 |
| Fee: 7.0% | \$81,956.00 |

Engineering Services through February 28, 2014

Final Plans and Specifications (90%) (\$73,760.40)

| | | | |
|--------------------|-------------|----------|-----------|
| Completed to date: | \$73,760.40 | x 100% = | 73,760.40 |
|--------------------|-------------|----------|-----------|

Review & Approve Shop Drawings /

Coordination Meetings throughout

Project Construction - (10%) (\$8,195.00)

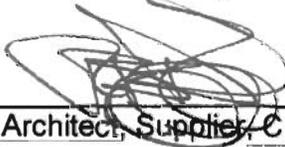
| | | | |
|--------------------|------------|--------|------|
| Completed to date: | \$8,195.60 | x 0% = | 0.00 |
|--------------------|------------|--------|------|

| | |
|-----------------------|-------------|
| | \$73,760.40 |
| Less Previous Billing | 0.00 |
| Amount Due | \$73,760.40 |

DESCRIPTION City of Yukon
P.O. Box 850500
Yukon, Oklahoma 73085
Yukon 2014 Wastewater Treatment
Plant Rehabilitation and Improvements

STATE OF OKLAHOMA SS
COUNTY OF OKLAHOMA

The undersigned (architect, contractor, supplier, or engineer) of lawful age, being first duly sworn on oath, says that this invoice or claim is truth 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 the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other things of value to obtain payment.



Architect, ~~Supplier~~, Contractor, Engineer

Subscribed and sworn to before me this

1st Day of March, 2014





Notary Public (or Clerk or Judge) #01008156

My Commission Expires: May 25, 2017

EXHIBIT A
YUKON MUNICIPAL AUTHORITY
(Yukon, Oklahoma)
SALES TAX AND UTILITY SYSTEM REVENUE BONDS
SERIES 2013

PAYMENT REQUISITION
YUKON MUNICIPAL AUTHORITY
CONSTRUCTION FUND
Project Account

TO: Bank of Oklahoma, N.A., Trustee
FROM: Yukon Municipal Authority
DATE:

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| | |
|------------------------------------|---------------------|
| <u>Brewer Construction Company</u> | <u>82-8818-16-1</u> |
| CREDITOR | TRUST NO. |

| <u>ITEM</u> | <u>ITEM NO.</u> |
|---------------|--------------------------------|
| <u>3/7/14</u> | <u>concrete asphalt paving</u> |
| DATE | PURPOSE |
| | <u>\$34,016.39</u> |
| | AMOUNT |

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:
The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

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YUKON MUNICIPAL AUTHORITY

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City

Chairman or Vice Chairman

Attest:

Secretary



March 10, 2014

Mr. J.I. Johnson
City Treasurer
City of Yukon
P.O. Box 850500
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract
CIP #10 3rd & Cedar Intersection**

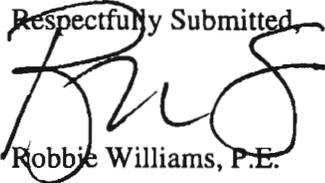
Estimate #1 & Final

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-19 in an amount of \$34,016.39 for which we recommend payment.

Should you have any questions, please contact me at 405-752-1122.

Respectfully Submitted,



Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195/Pay Claims

Brewer Construction Co.

8501 SW 8th St. - Oklahoma City, OK 73125
 PO Box 82485 - Oklahoma City, OK 73145
 405-787-4962
 Fax 405-495-8972

March 7th, 2014

City Of Yukon
 c/o Triad Design Group
 Attn. Robbie Williams P.E.
 3020 N.W. 149 th Street
 Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
 W/ Drainage, Water And Sewer Contract
 CIP # 10 3rd & Cedar Intersection

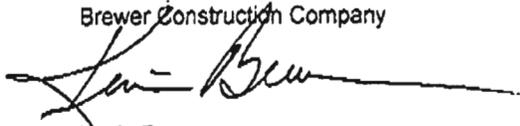
Yukon Claim # 2014 - 19

Estimate # 1 & Final

| Description | Quantity | Unit Bid Price | Unit Bid Total |
|------------------------------|-------------|----------------|----------------|
| Concrete Pavement Removal | 67.71 S.Y. | \$ 6.50 | \$ 440.12 |
| Asphalt Pavement Removal | 236 S.Y. | \$ 6.50 | \$ 1,534.00 |
| Curb Removal | 55.1 L.F. | \$ 7.70 | \$ 424.27 |
| Base Repair Over 50sy | 313.71 S.Y. | \$ 31.00 | \$ 9,725.01 |
| 6" HES PC Concrete Paving | 303.71 S.Y. | \$ 62.00 | \$ 18,830.02 |
| Manhole Adjustment | 1 Ea. | \$ 840.00 | \$ 840.00 |
| Solid Slab Sod 200sy + | 125 S.Y. | \$ 2.25 | \$ 281.25 |
| Saw Cutting | 206.8 L.F. | \$ 5.40 | \$ 1,116.72 |
| Traffic Control | 1 L.S. | \$ 825.00 | \$ 825.00 |
| Total Completed And Final | | | \$ 34,016.39 |

VOK MS
JI

Thank You
 Brewer Construction Company



Kevin Brewer

EXHIBIT A
 YUKON MUNICIPAL AUTHORITY
 (Yukon, Oklahoma)
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS
 SERIES 2013

PAYMENT REQUISITION
 YUKON MUNICIPAL AUTHORITY
 CONSTRUCTION FUND
 Project Account

TO: Bank of Oklahoma, N.A., Trustee
 FROM: Yukon Municipal Authority
 DATE:

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| | |
|------------------------------------|--------------|
| <u>Brewer Construction Company</u> | 82-8818-16-1 |
| CREDITOR | TRUST NO. |

| ITEM | | ITEM NO. |
|--------|-------------------------|--------------|
| 3/7/14 | concrete asphalt paving | \$ 41,920.07 |
| DATE | PURPOSE | AMOUNT |

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:
 The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

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YUKON MUNICIPAL AUTHORITY

Date _____
 Date Approved: _____
 Date Paid _____

 Chairman or Vice Chairman

Attest:

Authorized Officer

 Secretary

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City



March 10, 2014

Mr. J.I. Johnson
City Treasurer
City of Yukon
P.O. Box 850500
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract
CIP #33 Dianna Drive & Janeen Intersection**

Estimate #1 & Final

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-18 in an amount of \$41,920.07 for which we recommend payment.

Should you have any questions, please contact me at 405-752-1122.

Respectfully Submitted,

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195/Pay Claims

Brewer Construction Co.

8501 SW 8th St. - Oklahoma City, OK 73125
PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972

March 7th, 2014

City Of Yukon
c/o Triad Design Group
Attn. Robble Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
CIP # 33 Dianna Drive & Janeen Intersction

Yukon Claim # 2014 - 18

Estimate # 1 & Final

| Description | Quantity | Unit Bid Price | Unit Bid Total |
|-----------------------------|-------------|-----------------|----------------|
| Asphalt Pavement Removal | 385.88 S.Y. | \$ 6.50 | \$ 2,508.22 |
| Curb Removal | 56 L.F. | \$ 7.70 | \$ 431.20 |
| Base Repair Over 50sy | 405.88 S.Y. | \$ 31.00 | \$ 12,582.28 |
| 6" HES PC Concrete Paving | 385.88 S.Y. | \$ 62.00 | \$ 23,924.56 |
| 2'8" Concrete Curb & Gutter | 56 L.F. | \$ 22.00 | \$ 1,232.00 |
| Solid Slab Sod 200sy + | 125 S.Y. | \$ 2.25 | \$ 281.25 |
| Saw Cutting | 71.4 L.F. | \$ 5.40 | \$ 385.56 |
| Traffic Control | 1 L.S. | \$ 575.00 | \$ 575.00 |
| | | Total Completed | \$ 41,920.07 |
| | | And Final | |

VOK RUS
JI

Thank You
Brewer Construction Company

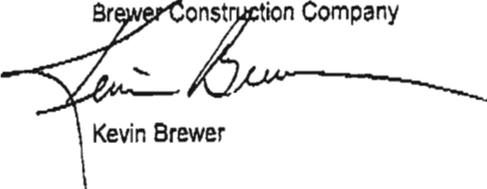

Kevin Brewer

EXHIBIT A
 YUKON MUNICIPAL AUTHORITY
 (Yukon, Oklahoma)
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS
 SERIES 2013

PAYMENT REQUISITION
 YUKON MUNICIPAL AUTHORITY
 CONSTRUCTION FUND
 Project Account

TO: Bank of Oklahoma, N.A., Trustee
 FROM: Yukon Municipal Authority
 DATE:

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| | |
|------------------------------------|--------------|
| <u>Brewer Construction Company</u> | 82-8818-16-1 |
| CREDITOR | TRUST NO. |

| ITEM | | ITEM NO. |
|--------|-------------------------|--------------|
| 3/7/14 | concrete asphalt paving | \$ 45,416.20 |
| DATE | PURPOSE | AMOUNT |

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:
 The above requisition is approved.

~ Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

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YUKON MUNICIPAL AUTHORITY

Date _____
 Date Approved: _____
 Date Paid _____

 Chairman or Vice Chairman

Attest:

Authorized Officer

 Secretary

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City



March 10, 2014

Mr. J.I. Johnson
City Treasurer
City of Yukon
P.O. Box 850500
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract
CIP #34 3rd & Bass Intersection**

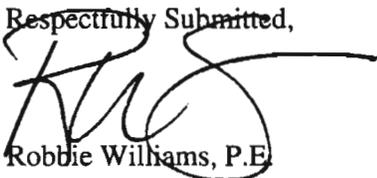
Estimate #1 & Final

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-17 in an amount of \$45,416.20 for which we recommend payment.

Should you have any questions, please contact me at 405-752-1122.

Respectfully Submitted,



Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195/Pay Claims

Brewer Construction Co.

8501 SW 8th St. - Oklahoma City, OK 73125
 PO Box 82485 - Oklahoma City, OK 73148
 405-787-4962
 Fax 405-495-8972

March 7th, 2014

City Of Yukon
 c/o Triad Design Group
 Attn. Robbie Williams P.E.
 3020 N.W. 149 th Street
 Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
 W/ Drainage, Water And Sewer Contract
 CIP # 34 3rd & Bass Intersection

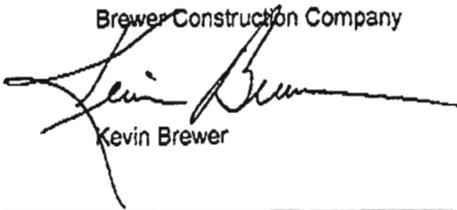
Yukon Claim # 2014 - 17

Estimate # 1 & Final

| Description | Quantity | Unit Bid Price | Unit Bid Total |
|------------------------------|-------------|----------------|----------------|
| Concrete Pavement Removal | 353.43 S.Y. | \$ 6.50 | \$ 2,297.30 |
| Curb Removal | 184 L.F. | \$ 7.70 | \$ 1,416.80 |
| Base Repair Over 50sy | 428.46 S.Y. | \$ 31.00 | \$ 13,282.26 |
| 4" Sidewalk | 24.44 S.Y. | \$ 42.00 | \$ 1,026.48 |
| 6" HES PC Concrete Paving | 353.43 S.Y. | \$ 62.00 | \$ 21,912.66 |
| 2'8" Concrete Curb & Gutter | 184 L.F. | \$ 22.00 | \$ 4,048.00 |
| Solid Slab Sod 200sy + | 122 S.Y. | \$ 2.25 | \$ 274.50 |
| Saw Cutting | 108 L.F. | \$ 5.40 | \$ 583.20 |
| Traffic Control | 1 L.S. | \$ 575.00 | \$ 575.00 |
| Total Completed And Final | | | \$ 45,416.20 |

✓ OK R/S
J.I

Thank You
 Brewer Construction Company



Kevin Brewer

EXHIBIT A
YUKON MUNICIPAL AUTHORITY
(Yukon, Oklahoma)
SALES TAX AND UTILITY SYSTEM REVENUE BONDS
SERIES 2013

PAYMENT REQUISITION
YUKON MUNICIPAL AUTHORITY
CONSTRUCTION FUND
Project Account

TO: Bank of Oklahoma, N.A., Trustee
FROM: Yukon Municipal Authority
DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated March 1, 2013 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

Brewer Construction Company 82-8818-16-1
CREDITOR TRUST NO.

| ITEM | | ITEM NO. |
|---------------|--------------------------------|-------------------|
| <u>3/7/14</u> | <u>concrete asphalt paving</u> | <u>\$1,703.45</u> |
| DATE | PURPOSE | AMOUNT |

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:
The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

Those obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Yukon Municipal Authority Construction Fund and has not been paid.

That there has not been filed with or served upon the Yukon Municipal Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms, or corporations named in such requisition, which has not been of such obligation.

That such requisition contains no item representing payment on account of any retained percentages which Yukon Municipal Authority is at the date of such certificate entitled to retain.

YUKON MUNICIPAL AUTHORITY

Date _____
Chairman or Vice Chairman

Date Approved: _____

Attest:

Date Paid _____

Authorized Officer

Secretary

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City



March 10, 2014

Mr. J.I. Johnson
City Treasurer
City of Yukon
P.O. Box 850500
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract
CIP #40 Yukon Avenue, Holly to Kouba**

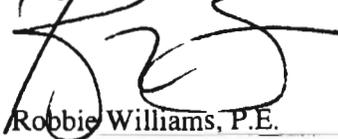
Estimate #3 & Final

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-16 in an amount of \$1,703.45 for which we recommend payment.

Should you have any questions, please contact me at 405-752-1122.

Respectfully Submitted,



Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195/Pay Claims

Brewer Construction Co.

8501 SW 8th St. - Oklahoma City, OK 73128
PO Box 32485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972

March 7th, 2014

City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
CIP # 40 Yukon Avenue, Holly to Kouba

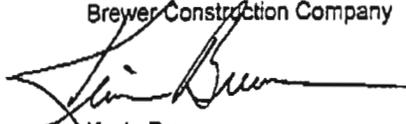
Yukon Claim # 2014 - 16

Estimate # 3 & Final

| Description | Quantity | Unit Bid Price | Unit Bid Total |
|-----------------------------|-------------|----------------------|-----------------|
| Concrete Pavement Removal | 2030.8 S.Y. | \$ 6.50 | \$ 13,200.20 |
| Curb Removal | 1815 L.F. | \$ 7.70 | \$ 13,975.50 |
| Unclassified Excavation | 679 C.Y. | \$ 16.50 | \$ 11,203.50 |
| 6" Concrete Paving | 2031 S.Y. | \$ 40.00 | \$ 81,240.00 |
| ODOT Type A Agg. Base | 862 S.Y. | \$ 34.00 | \$ 29,308.00 |
| 2'8" Concrete Curb & Gutter | 1815 L.F. | \$ 22.00 | \$ 39,930.00 |
| Manhole Adjustment | 0 Ea. | \$ 840.00 | \$ - |
| Valve Box Adjustment | 1 Ea. | \$ 400.00 | \$ 400.00 |
| Solid Slab Sod 200sy + | 390 S.Y. | \$ 2.25 | \$ 877.50 |
| Saw Cutting | 600 L.F. | \$ 5.40 | \$ 3,240.00 |
| Traffic Control | 1 L.S. | \$ 850.00 | \$ 850.00 |
| | | Total Completed | \$ 194,224.70 |
| | | Less 0 % Retainage | \$ - |
| | | Less Previously Paid | \$ (192,521.25) |
| | | Total Due & Final | \$ 1,703.45 |

JON
RUS
J.I.

Thank You
Brewer Construction Company



Kevin Brewer

EXHIBIT A
 YUKON MUNICIPAL AUTHORITY
 (Yukon, Oklahoma)
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS
 SERIES 2013

PAYMENT REQUISITION
 YUKON MUNICIPAL AUTHORITY
 CONSTRUCTION FUND
 Project Account

TO: Bank of Oklahoma, N.A., Trustee
 FROM: Yukon Municipal Authority
 DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated March 1, 2013 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

| | |
|------------------------------------|--------------|
| <u>Brewer Construction Company</u> | 82-8818-16-1 |
| CREDITOR | TRUST NO. |

| ITEM | | ITEM NO. |
|--------|-------------------------|-------------|
| 3/7/14 | concrete asphalt paving | \$24,396.00 |
| DATE | PURPOSE | AMOUNT |

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:
 The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

Those obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Yukon Municipal Authority Construction Fund and has not been paid.

That there has not been filed with or served upon the Yukon Municipal Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms, or corporations named in such requisition, which has not been of such obligation.

That such requisition contains no item representing payment on account of any retained percentages which Yukon Municipal Authority is at the date of such certificate entitled to retain.

YUKON MUNICIPAL AUTHORITY

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City

 Chairman or Vice Chairman

Attest:

 Secretary



March 10, 2014

Mr. J.I. Johnson
City Treasurer
City of Yukon
P.O. Box 850500
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract
2013 CIP 2 Sewer Repair #38
601-167 Queensboro Place**

Estimate #1

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-15 in an amount of \$24,396.00 for which we recommend payment.

Should you have any questions, please contact me at 405-752-1122.

Respectfully Submitted,



Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195/Pay Claims

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73145
405-787-4962
Fax 405-495-8972

March 7th, 2014

City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 38
601-617 Queensboro Place

Yukon Claim # 2014 - 15

Estimate # 1

| Description | Quantity | Unit Bid Price | Unit Bid Total |
|-----------------------------|----------|--------------------|----------------|
| 8" Pipe Bursting | 285 L.F. | \$ 80.00 | \$ 22,800.00 |
| Re-Connect Sewer Service | 8 Ea. | \$ 360.00 | \$ 2,880.00 |
| Rehabilitate Manhole | 0 Ea. | \$ 680.00 | \$ - |
| Extra Vertical Foot Manhole | 0 V.F. | \$ 120.00 | \$ - |
| Solid Slab Sod 0-200sy | 0 S.Y. | \$ 2.50 | \$ - |
| Crusher Run Backfill | 0 Ton | \$ 29.00 | \$ - |
| T.V. Inspection | 0 L.F. | \$ 3.85 | \$ - |
| | | Total Completed | \$ 25,680.00 |
| | | Less 5 % Retainage | \$ (1,284.00) |
| | | Total Due Est. # 1 | \$ 24,396.00 |

Thank You
Brewer Construction Company


Kevin Brewer

1014
J.I.

EXHIBIT A
 YUKON MUNICIPAL AUTHORITY
 (Yukon, Oklahoma)
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS
 SERIES 2013

PAYMENT REQUISITION
 YUKON MUNICIPAL AUTHORITY
 CONSTRUCTION FUND
 Project Account

TO: Bank of Oklahoma, N.A., Trustee
 FROM: Yukon Municipal Authority
 DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated March 1, 2013 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

| | |
|------------------------------------|--------------|
| <u>Brewer Construction Company</u> | 82-8818-16-1 |
| CREDITOR | TRUST NO. |

| ITEM | | ITEM NO. |
|---------------|-------------------------|---------------------|
| <u>3/7/14</u> | <u>Concrete asphalt</u> | <u>\$ 25,878.00</u> |
| DATE | PURPOSE | AMOUNT |

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:
 The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

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That such requisition contains no item representing payment on account of any retained percentages which Yukon Municipal Authority is at the date of such certificate entitled to retain.

YUKON MUNICIPAL AUTHORITY

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City

 Chairman or Vice Chairman

Attest:

 Secretary



March 10, 2014

Mr. J.I. Johnson
City Treasurer
City of Yukon
P.O. Box 850500
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract
2013-CIP 2 Sewer Repair #33
900-916 East Beam**

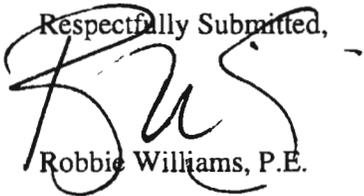
Estimate #1

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-14 in an amount of \$25,878.00 for which we recommend payment.

Should you have any questions, please contact me at 405-752-1122.

Respectfully Submitted,



Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195/Pay Claims

Brewer Construction Co.

3301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972

March 7th, 2014

City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 33
900 -916 East Beam

Yukon Claim # 2014 - 14

Estimate # 1

| Description | Quantity | Unit Bid Price | Unit Bid Total |
|-----------------------------|----------|--------------------|----------------|
| 8" Pipe Bursting | 318 L.F. | \$ 80.00 | \$ 25,440.00 |
| Re-Connect Sewer Service | 5 Ea. | \$ 360.00 | \$ 1,800.00 |
| Rehabilitate Manhole | 0 Ea. | \$ 680.00 | \$ - |
| Extra Vertical Foot Manhole | 0 V.F. | \$ 120.00 | \$ - |
| Solid Slab Sod 0-200sy | 0 S.Y. | \$ 2.50 | \$ - |
| T.V. Inspection | 0 L.F. | \$ 3.85 | \$ - |
| | | Total Completed | \$ 27,240.00 |
| | | Less 5 % Retainage | \$ (1,362.00) |
| | | Total Due Est. # 1 | \$ 25,878.00 |

10/10
RWS
J.I.

Thank You
Brewer Construction Company


Kevin Brewer

EXHIBIT A
 YUKON MUNICIPAL AUTHORITY
 (Yukon, Oklahoma)
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS
 SERIES 2013

PAYMENT REQUISITION
 YUKON MUNICIPAL AUTHORITY
 CONSTRUCTION FUND
 Project Account

TO: Bank of Oklahoma, N.A., Trustee
 FROM: Yukon Municipal Authority
 DATE:

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| | |
|------------------------------------|--------------|
| <i>Brewer Construction Company</i> | 82-8818-16-1 |
| CREDITOR | TRUST NO. |

| ITEM | | ITEM NO. |
|---------------|--------------------------------|---------------------|
| <i>3/7/14</i> | <i>concrete asphalt paving</i> | <i>\$ 11,628.00</i> |
| DATE | PURPOSE | AMOUNT |

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:
 The above requisition is approved.

~. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

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That such requisition contains no item representing payment on account of any retained percentages which Yukon Municipal Authority is at the date of such certificate entitled to retain.

YUKON MUNICIPAL AUTHORITY

Date _____
 Date Approved: _____
 Date Paid _____

 Chairman or Vice Chairman

Attest:

Authorized Officer

 Secretary

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City



March 10, 2014

Mr. J.I. Johnson
City Treasurer
City of Yukon
P.O. Box 850500
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract
2013 CIP 2 Sewer Repair #4
2-6 Utah**

Estimate #1

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-13 in an amount of \$11,628.00 for which we recommend payment.

Should you have any questions, please contact me at 405-752-1122.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Robbie Williams", is written over a horizontal line.

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195/Pay Claims

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
 PO Box 82885 - Oklahoma City, OK 73148
 405-787-4962
 Fax 405-495-8972

March 7th, 2014

City Of Yukon
 c/o Triad Design Group
 Attn. Robbie Williams P.E.
 3020 N.W. 149 th Street
 Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
 W/ Drainage, Water And Sewer Contract
 2013 CIP 2 Sewer Repair # 4
 2 - 6 Utah

Yukon Claim # 2014 - 13

Estimate # 1

| Description | Quantity | Unit Bid Price | Unit Bid Total |
|-----------------------------|----------|----------------|----------------|
| 8" Pipe Bursting | 135 L.F. | \$ 80.00 | \$ 10,800.00 |
| Re-Connect Sewer Service | 4 Ea. | \$ 360.00 | \$ 1,440.00 |
| Rehabilitate Manhole | 0 Ea. | \$ 680.00 | \$ - |
| Extra Vertical Foot Manhole | 0 V.F. | \$ 120.00 | \$ - |
| Solid Slab Sod 0-200sy | 0 S.Y. | \$ 2.50 | \$ - |
| T.V. Inspection | 0 L.F. | \$ 3.85 | \$ - |
| Total Completed | | | \$ 12,240.00 |
| Less 5 % Retainage | | | \$ (612.00) |
| Total Due Est. # 1 | | | \$ 11,628.00 |

✓ OK per J.I.

Thank You
 Brewer Construction Company


 Kevin Brewer



March 4, 2014

Mr. Grayson Bottom
City Manager
City of Yukon
P.O. Box 850500
Yukon, OK 73085

Re: 2014 Wastewater Treatment Plant Rehabilitation and Improvements

Dear Mr. Bottom:

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bid was received February 26, 2014 and all Bid Bonds and affidavits were found to be in order. The bid was tabulated correctly.

Therefore, we recommend the approval of the contract to Wynn Construction, Inc. as follows:

| | |
|-----------------------|----------------|
| Base Bid total Price: | \$ 636,500.00 |
| Add Alternate No. 1: | \$ 534,300.00 |
| Total Contract Total: | \$1,170,800.00 |

Should you have any questions or comments, please contact me at (405) 752-1122.

Respectfully Submitted,

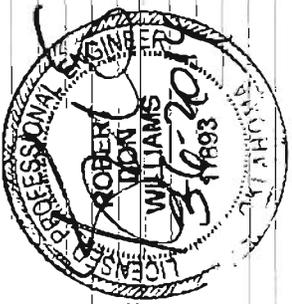
Robbie Williams, P.E.

RDW: jh/Attachment: Detailed Bid Form Summary

cc: File E189

CITY OF YUKON 2014 WASTEWATER TREATMENT PLANT REHABILITATION AND IMPROVEMENTS
 BID TABULATION

| ITEM NO. | DESCRIPTION | Unit | Quantity | ENGINEER'S ESTIMATE | | DOWNEY CONSTRUCTION | | WYNN CONSTRUCTION | |
|----------|----------------------------------------------------------------------------------------------------------------------------|------|----------|---------------------|---------------------|---------------------|---------------------|-------------------|---------------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| 1 | FURNISH AND INSTALL NEW BAR SCREEN | LSUM | 1.00 | \$320,000.00 | \$320,000.00 | \$284,000.00 | \$284,000.00 | \$250,000.00 | \$250,000.00 |
| 2 | RETROFIT EXISTING SCREEN | LSUM | 1.00 | \$150,000.00 | \$150,000.00 | \$203,000.00 | \$203,000.00 | \$178,500.00 | \$178,500.00 |
| 3 | FURNISH AND INSTALL NEW SCREW PUMP | LSUM | 1.00 | \$175,000.00 | \$175,000.00 | \$172,000.00 | \$172,000.00 | \$140,000.00 | \$140,000.00 |
| 4 | FURNISH AND INSTALL ELECTRICAL | LSUM | 1.00 | \$125,000.00 | \$125,000.00 | \$69,900.00 | \$69,900.00 | \$68,000.00 | \$68,000.00 |
| | TOTAL BASE BID | | | | \$770,000.00 | | \$728,900.00 | | \$636,500.00 |
| | ADD ALTERNATE NO. 1 | | | | | | | | |
| 1 | FURNISH AND INSTALL 60" DIAMETER CLARIFIER NO. 2 (WEST CLARIFIER) | LSUM | 1.00 | \$325,000.00 | \$325,000.00 | \$301,000.00 | \$301,000.00 | \$259,600.00 | \$259,600.00 |
| 2 | EXISTING RAS VAULT IMPROVEMENTS | LSUM | 1.00 | \$200,000.00 | \$200,000.00 | \$178,000.00 | \$178,000.00 | \$135,700.00 | \$135,700.00 |
| 3 | FURNISH AND INSTALL ELECTRICAL | LSUM | 1.00 | \$150,000.00 | \$135,000.00 | \$161,900.00 | \$161,900.00 | \$138,800.00 | \$138,800.00 |
| | TOTAL ADD ALT. NO.1 BID | | | | \$660,000.00 | | \$640,900.00 | | \$534,300.00 |
| | ADD ALTERNATE NO. 2 | | | | | | | | |
| 1 | REMOVE AND DISPOSE OF EXISTING 60' SLARIFIER NO. 1 MECHANICAL EQUIPMENT, STRUCTURAL STEEL ELEMENTS INCLUDING BRIDGE (EAST) | LSUM | 1.00 | | \$15,000.00 | \$9,500.00 | \$9,500.00 | \$14,600.00 | \$14,600.00 |
| | TOTAL ADD ALT. NO.2 BID | | | | \$15,000.00 | | \$9,500.00 | | \$14,600.00 |



Bids Verified by Triad Design Group:



March 3, 2014

Wynn Construction, Inc.
11901 North Eastern Ave.
Oklahoma City, OK 73131

RE: City of Yukon
2014 Wastewater Treatment Plant Rehabilitation and Improvements

Please execute three (3) original contract and bond(s) and provide the insurance certificate and transmit them to Triad Design Group, Attn: Robbie Williams, 3020 NW 149th Street, OKC, OK 73134. Please submit them no later than Tuesday, March 10, 2014.

Should you have any questions, please call me at 752-1122.

Respectfully Submitted,

A handwritten signature in black ink that reads "Robbie Williams". The signature is written in a cursive, flowing style.

Robbie Williams, P.E.

RW:jh/Attachment

cc: E189

CONTRACT AND BONDS

CONTRACT

THIS CONTRACT and AGREEMENT, made and entered into as of this 10 day of March, 2014, by and between the CITY OF YUKON, party of the first part, hereinafter termed "City" and Wynn Construction, Inc. 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:

2014 WASTEWATER TREATMENT PLANT REHABILITATION AND IMPROVEMENTS 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 Journal Record on Feb. 4th and 11th, 2014 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:

One Million One Hundred Seventy Thousand Eight Hundred Dollars, and no cents DOLLARS (\$1,170,800.00).

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) None.

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 10% retainage for the first 50% of the contract amount and less 5% retainage for the second 50% of 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:

Western Surety Company
P.O. Box 5077
Sioux Falls, South Dakota 57117-5077

That we, Wynn Construction, Inc., as Principal, and Western Surety Company, as Surety, are held and firmly bound unto the CITY OF YUKON of the State of Oklahoma and the State of Oklahoma, acting through the Oklahoma Water Resources Board, hereinafter referred to as the Government, in the full and just sum of One Million One Hundred Seventy Thousand Eight Hundred Dollars, and No Cents DOLLARS (\$1,170,800.00). 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 10 day of March, A.D., 2014.

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:

**2014 WASTEWATER TREATMENT PLANT REHABILITATION AND IMPROVEMENTS
CITY OF YUKON, OKLAHOMA**

and has entered into a certain written contract with the CITY OF YUKON on the 10 day of March, 2014, 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.

Wynn Construction Co., Inc.

NOW, THEREFORE, if the said Principal, 11901 N. Eastern Ave., Oklahoma City, OK 73131 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.

Wynn Construction Co., Inc. _____

Witness:

Iylee Banner
Secretary

By Rick Thompson
Rick Thompson, President



Western Surety Company _____

Witness:

Lisa Calder
Secretary

By Jana D. Dean
Jana D. Dean, Attorney-in-Fact

Approved as to form this 10th day of March, A.D., 2014.

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:

Western Surety Company
P.O. Box 5077
Sioux Falls, South Dakota 57117-5077

That we, Wynn Construction, Inc., as Principal, and Sioux Falls, South Dakota 57117-5077 as Surety, are held and firmly bound unto the CITY OF YUKON of the State of Oklahoma, in the full and just sum of One Million One Hundred Seventy Thousand Eight Hundred Dollars and No Cents DOLLARS (\$1,170,800.00). 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 One Hundred Seventy Five Thousand Six Hundred Twenty Dollars and No Cents DOLLARS (\$175,620.00). 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 10 day of March, A.D., 2014.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Wynn Construction Co., Inc., 11901 N. Eastern Ave., Oklahoma City, OK 73131 and the CITY OF YUKON dated this 10 day of March, 2014, agreed to construct in the City of Yukon:

**2014 WASTEWATER TREATMENT PLANT REHABILITATION AND IMPROVEMENTS
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.

Witness: Wynn Construction Co., Inc

Jylee Banner
Secretary

By Rick Thompson
Rick Thompson, President



Western Surety Company

Witness:

Lisa Casper
Secretary

By Jana D. Dean
Jana D. Dean, Attorney-in-Fact

Approved as to form this 10th day of March, A.D., 2014.

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:

Western Surety Company
P.O. Box 5077

That we, Wynn Construction, Inc., as Principal, and Sioux Falls, South Dakota 57117-5077 as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of One Million One Hundred Seventy Thousand Eight Hundred Dollars, and No Cents DOLLARS (\$1,170,800.00) 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 10 day of March, A D., 2014.

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

**2014 WASTEWATER TREATMENT PLANT REHABILITATION AND IMPROVEMENTS
CITY OF YUKON, OKLAHOMA**

and has entered into a certain written contract with the CITY OF YUKON on the 10 day of March, 2014, 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.

Witness:

Wynn Construction Co., Inc

Lyle Banner
Secretary

By Rick Thompson
Rick Thompson, President



Witness:

Western Surety Company

Lisa Cadee
Secretary.

By Jana D. Dean
Jana D. Dean, Attorney-in-Fact

Approved as to form this 10th day of March, A.D., 2014.

City Attorney

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

ATTEST:

Mayor

Secretary

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gary Jarmon, Sharon Dean Mc Cain, David Dutton, Michael F Ross, Jana D. Dean, Bill Orcutt, Jeffrey J Burton, Dillon B Rosenhamer, Individually

of Oklahoma City, OK, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of October, 2012.

WESTERN SURETY COMPANY

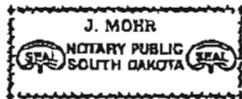


Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of October, 2012, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of March, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



WYNNCON01C

LCALDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUGER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------|----------------|-------------------------------|
| PRODUCER INSURICA - Oklahoma City 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118 | CONTACT NAME: | | |
| | PHONE (A/C, No, Ext): | (405) 523-2100 | FAX (A/C, No): (405) 556-2332 |
| | E-MAIL ADDRESS: | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Travelers Casualty Ins Co of America | | 19046 |
| INSURED City of Yukon 500 West Main Yukon, OK 73085 | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |
| | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|------------------------------------------------------------------------------------------------|-----------|------------------------------------------|---------------|-------------------------|-------------------------|----------------------------------------------|
| A | GENERAL LIABILITY | | | PRS-7B29537A | 3/18/2014 | 3/18/2015 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ |
| | <input checked="" type="checkbox"/> Owner's & Contractor | | | | | | PERSONAL & ADV INJURY \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COM/POP AGG \$ |
| | | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | <input type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | | <input type="checkbox"/> NON-OWNED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | | | | | | AGGREGATE \$ |
| | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATUTORY LIMITS OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: 2014 Wastewater Treatment Plant Rehabilitation and Improvements

CERTIFICATE HOLDER

City of Yukon
500 West Main
Yukon, OK 73085

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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WYNNCON01C

LCALDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|-----------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------|
| PRODUCER INSURICA - Oklahoma City 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): (405) 523-2100 | FAX (A/C, No): (405) 556-2332 |
| E-MAIL ADDRESS: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : Phoenix Insurance Co. | | 25623 |
| INSURER B : Charter Oak Fire Insurance Co | | 25615 |
| INSURER C : Travelers Property Casualty Co of America | | 25674 |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

| | | | |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------|--|-------|
| INSURED Wynn Construction Co., Inc. 11901 N. Eastern Avenue Oklahoma City, OK 73131 | INSURER A : Phoenix Insurance Co. | | 25623 |
| | INSURER B : Charter Oak Fire Insurance Co | | 25615 |
| | INSURER C : Travelers Property Casualty Co of America | | 25674 |
| | INSURER D : | | |
| | INSURER E : | | |
| | INSURER F : | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | CO5D706250 | 10/1/2013 | 10/1/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | | | 8105D706250 | 10/1/2013 | 10/1/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | UB5D706250 | 10/1/2013 | 10/1/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | C Builders Risk | | | 6608816L381 | 10/1/2013 | 10/1/2014 | 100% of contract +3% |
| C | Builders Risk | | | 6608816L381 | 10/1/2013 | 10/1/2014 | Deductible 2,500 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: 2014 Wastewater Treatment Plant Rehabilitation and Improvements

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Yukon 500 West Main Yukon, OK 73085 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

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Yukon City Council Minutes March 4, 2014

The Yukon City Council met in regular session March 4, 2014 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 Ron Rasmussen, Christ's Church of Yukon
The flag salute was given in unison.

ROLL CALL: (Present) Ken Smith, Mayor
 Nick Grba, Vice Mayor
 John Alberts, Council Member
 Michael McEachern, Council Member

(Absent) Donna Yanda, Council Member

OTHERS PRESENT:

| | |
|------------------------------------------|----------------------------------------|
| Grayson Bottom, City Manager | Tammy DeSpain, Assistant City Manager |
| Mark Osby, Assistant City Attorney | Robbie Williams, City Engineer |
| Doug Shivers, City Clerk | Arnold Adams, Public Works Director |
| Mitch Hort, Community Development Dir. | Bill Stover, Sanitation Director |
| Jan Scott, Parks and Recreation Director | Claudia Yager, Parks and Recreation |
| Gary Cooper, Information Technology Dir. | Larry Mitchell, Economic Dev. Director |
| Josh Gotcher, Technology Department | Amy Philips, Economic Development |
| Candy Schwarz, Court Clerk | Jl Johnson, Treasurer |
| Leslie Batchelor, Development Counsel | Andrew Johnson, Police Department |

Presentations and Proclamations

Mayor Smith read the "DeMolay Month" Proclamation and presented it to James Crosby. Mr. Crosby thanked all and had his fellow members, Brennan Parken, David Russell introduce themselves. Mayor Smith thanked them for coming.

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 February 18, 2014**
- B) Payment of material claims in the amount of \$159,276.05**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of February 18, 2014 and payment of material claims in the amount of \$159,276.05, was made by Trustee McEachern and seconded by Trustee Grba.

The vote:

AYES: Smith, McEachern, Alberts, Grba

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 February 18, 2014**
- B) Payment of material claims in the amount of \$558,511.49**
- C) An agreement with the Yukon Christian Athletic Association for use of Sunrise Softball fields from July 9, 2014 through October 30, 2014 and Hillcrest Softball fields from February 19, 2014 through September 1, 2014**
- D) An agreement with the Yukon Optimist Sports Club for use of City Park baseball fields from February 19, 2014 to July 2, 2014**
- E) An agreement with Yukon Soccer Club for use of Ranchwood and Taylor Park from February 19, 2014 to December 11, 2014**
- F) An agreement with the United Softball Association of Yukon for use of Sunrise Park Softball fields from February 19, 2014 to October 30, 2014**
- G) An agreement with the Yukon Horseshoe Club for use of Yukon City Park horseshoe courts from February 19, 2014 to October 30, 2014**
- H) Setting the date for the next regular Council meeting for March 18, 2014, 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 February 18, 2014; Payment of material claims in the amount of \$558,511.49; An agreement with the Yukon Christian Athletic Association for use of Sunrise Softball fields from July 9, 2014 through October 30, 2014 and Hillcrest Softball fields from February 19, 2014 through September 1, 2014; An agreement with the Yukon Optimist Sports Club for use of City Park baseball fields from February 19, 2014 to July 2, 2014; An agreement with Yukon Soccer Club for use of Ranchwood and Taylor Park from February 19, 2014 to December 11, 2014; An agreement with the United Softball Association of Yukon for use of Sunrise Park Softball fields from February 19, 2014 to October 30, 2014; An agreement with the Yukon Horseshoe Club for use of Yukon City Park horseshoe courts from February 19, 2014 to October 30, 2014; and Setting the date for the next regular Council meeting for March 18, 2014, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member Grba and seconded by Council Member McEachern.

The vote:

AYES: Alberts, McEachern, Grba, Smith

NAYS: None

VOTE: 4-0

MOTION CARRIED

2. Reports of Boards, Commissions and City Officials - None

3. **Consider approving a Preliminary Plat of Yukon Crossing, in order to accommodate future commercial development of a 49.4133 acre tract of land being a part of the South half of the Southeast Quarter (SE/4) of Section Sixteen (16), Township Twelve (12) North, Range Five (5) West of the Indian Meridian; located on the Northwest corner of Yukon Parkway and Main Street (Hwy 66). The property is currently zoned C-3 Restricted Commercial District and R-1 Single-Family Residential, as recommended by the Planning Commission**

The motion to approve a Preliminary Plat of Yukon Crossing, in order to accommodate future commercial development of a 49.4133 acre tract of land being a part of the South half of the Southeast Quarter (SE/4) of Section Sixteen (16), Township Twelve (12) North, Range Five (5) West of the Indian Meridian; located on the Northwest corner of Yukon Parkway and Main Street (Hwy 66). The property is currently zoned C-3 Restricted Commercial District and R-1 Single-Family Residential, as recommended by the Planning Commission, was made by Council Member McEachern and seconded by Council Member Alberts.

The vote:

AYES: Alberts, Smith, Grba, McEachern

NAYS: None

VOTE: 4-0

MOTION CARRIED

4. Consider approving a Final Plat of Yukon Crossing, a gross area of 7.4504 acre tract of land being a part of the Southeast Quarter (SE/4) of Section Sixteen (16), Township Twelve (12) North, Range Five (5) West of the Indian Meridian; located at the Northwest corner of Yukon Parkway and Main Street (Hwy 66), as recommended by the Planning Commission

The motion to approve a Final Plat of Yukon Crossing, a gross area of 7.4504 acre tract of land being a part of the Southeast Quarter (SE/4) of Section Sixteen (16), Township Twelve (12) North, Range Five (5) West of the Indian Meridian; located at the Northwest corner of Yukon Parkway and Main Street (Hwy 66), as recommended by the Planning Commission, was made by Council Member McEachern and seconded by Council Member Alberts.

Steve Feisal, 1008 Tea Rose Dr., is concerned with the traffic problems that will be created at the entrance and exits and intersections. Furthermore, 19 additional parking places were granted and he was wondering if City Council has studied the variances of such. Mr. Feisal further stated residents have not seen any proposed mitigation for concerns, such as noise, water, increase of foot traffic, smells and sounds. As residents, we have had no discussions or involvement with process and concerns. Mayor Smith thanked him for coming and Council will take concerns into vote.

Jeff Behymer, 905 Tea Rose Dr., stated the chief concerns for residents in the neighborhood are the increase in traffic and the safety of children. Please look at intersection. Mayor Smith thanked him as well.

Council Member Alberts asked who can respond to these concerns. Tim Johnson is here on behalf of development. The property has been rezoned many years ago and use is permitted. All the plat does is allows us to divide and sell property. The end user could be anything. Council Member Alberts asked if they could meet with residents. Mr. Johnson stated he is not here on behalf of end user. He represents seller. Council Member Alberts mentioned Albertson's and residents met about concerns. Mr. Johnson stated that was probably zoning issues. This property has already been zoned. However, the City has ordinances and regulations that give guidelines to developers.

Mayor Smith asked for Mr. Hort to come forward. Mayor Smith would like clarification of requirements. Mr. Hort recapped Ordinance requirements and discussed trees and parking spaces. He also stated the City Engineer has looked at drainage and it has been approved. Council Member Alberts asked about traffic flow. Mr. Hort stated Mr. Williams could discuss a future project that would alleviate this. Mayor Smith asked if that was the four lanes from Main St. to Wagner. Mr. Hort stated correct. Council Member Grba asked about buffer between the property and neighborhood. Mr. Hort stated only required when the property abuts residential.

Rod Baker, Yukon Crossing, represents the ownership of property. Mr. Baker stated they have cooperated with the City of Yukon and spent money on the lift station. The intent is to provide good development. Mr. Baker stated when development gets closer to the subdivision they will be willing to meet with residents. Council Member McEachern asked if there was any intent for the remaining 39 acres. Mr. Baker stated there is no specific plan right now, but they do multi-use, retail, restaurants, and offices. Council Member McEachern asked about strip mall like buildings. Mr. Baker stated a variety of uses from retail to service uses that are allowed within zoning. Mayor Smith reminded Council we are only discussing the final plat. Council Member Alberts stated City Council has worked on development for many years. He is hopeful this passes and hopeful developers work with residents and their concerns. Mr. Behymer stated not opposed to development, but please don't overlook traffic issue.

The vote:

AYES: McEachern, Smith, Alberts, Grba

NAYS: None

VOTE: 4-0

MOTION CARRIED

5. Public Hearing; Presentation of the Proposed Frisco Road Economic Development Project Plan by Leslie Batchelor, Development Counsel to the City of Yukon, and Larry Mitchell, Director, Yukon Economic Development Authority, at which Any Interested Persons Shall Have the Opportunity to Be Heard in Support of or Opposition to the Proposed Project Plan Prior to Any Council Action with Regard to Adoption of the Proposed Project Plan.

Lynn Soriano, 417 Castle Rock Rd., asked if proposed interchange will have two ramps in Yukon and two in Oklahoma City. Mr. Bottom stated that is not being contemplated. Three out of the four will be in Yukon. Mrs. Soriano clarified this would not be a potential problem with Oklahoma City. Mr. Bottom stated no. Mrs. Soriano asked if all of Frisco Road will be repaired and improved to hold additional traffic. Mayor Smith stated Main to 10th St. Mrs. Soriano asked how to get from Frisco to development. Mr. Bottom stated it is too premature to present that part. Mrs. Soriano asked about funding. Mayor Smith stated 25 year time frame. Mrs. Soriano asked if we were looking at revenue bonds to fund this development. Mr. Bottom stated these are not traditional notes or bonds and not purchased by a bank or by public. "Special Revenue Bonds" will be purchased by developers. Mrs. Soriano asked if interested was paid by developers. Mr. Bottom stated yes. Mrs. Soriano asked about tax anticipation. Mr. Bottom gave explanation of tax collections. Mayor Smith stated as of right now, there are no sales taxes in this area. The dedicated 2% is not part of the increment. Mrs. Soriano stated TIF's are usually used for distressed areas. What if we put \$37 million in east Yukon? The west side is thriving and has horrible traffic. Have we considered this for the east side? Mayor Smith stated this is our first TIF to be used in Yukon. However, there are 18 TIF districts nearby. Distressed areas usually use property taxes. Mr. Mitchell stated primary reason for TIF is, so City can fund Frisco Road improvements. We have been told repeatedly, without Frisco Road improvements, development will not occur.

Ray Wright, 505 Poplar, has been a developer for 38 years. He summarized historical development for retail. This is the last piece of ground available that can make a major impact on sales tax. It can secure a future and is a unique opportunity. The land was not developable previously. If Yukon does not act, Oklahoma City will.

Clint Pearson, I-40 Property LLC, gave summary of involvement. This is a great economic opportunity and happy to be here. We will begin on the east side of the property and move to the west to allow for Frisco Road Interchange. Design is by Charles Hodges and Associates. Glad to have him on board. We got permission to announce Crest Foods has committed to Yukon. This will jump start the project.

Rick Opitz, 1777 W. Vandament, stated the population is increasing. We need new roads to support growth. TIF is a great way to fund. Mr. Opitz asks that the City Council approves project.

Consider approving a 5 minute Recess.

The motion to approve a 5 minute Recess, was made by Council Member McEachern and seconded by Council Member Grba.

The vote:

AYES: McEachern, Grba, Smith, Alberts

NAYS: None

VOTE: 4-0

MOTION CARRIED

Meeting was called to order by Mayor Smith at 7:51pm

- 6. Consider approving Ordinance No. 1297, an Ordinance approving and adopting the Frisco Road Economic Development Project Plan; Designating and adopting the Project Area and Increment District Boundaries; Establishing a date for the creation of Increment District No. one (1), City of Yukon; Authorizing the City of Yukon as the principal entity to carry out and administer the Project Plan; Establishing a Tax Apportionment Fund; Declaring apportioned funds to be funds of the City of Yukon; Authorizing the use of Sales, Use, and Hotel Occupancy Tax Increment Revenues for the payment or financing of certain project costs; Authorizing the use of other resources to pay for or finance project costs; Authorizing the Yukon Economic Development Authority to issue bonds and carry out certain provisions of the Project Plan; Ratifying and confirming the actions, recommendations and findings of the Review Committee and the Planning Commission; Providing for severability and declaring an emergency.**

The motion to approve Ordinance No. 1297, an Ordinance approving and adopting the Frisco Road Economic Development Project Plan; Designating and adopting the Project Area and Increment District Boundaries; Establishing a date for the creation of Increment District No. one (1), City of Yukon; Authorizing the City of Yukon as the principal entity to carry out and administer the Project Plan; Establishing a Tax Apportionment Fund; Declaring apportioned funds to be funds of the City of Yukon; Authorizing the use of Sales, Use, and Hotel Occupancy Tax Increment Revenues for the payment or financing of certain project costs; Authorizing the use of other resources to pay for or finance project costs; Authorizing the Yukon Economic Development Authority to issue bonds and carry out certain provisions of the Project Plan; Ratifying and confirming the actions, recommendations and findings of the Review Committee and the Planning Commission; Providing for severability and declaring an emergency, was made by Council Member Alberts and seconded by Council Member McEachern.

Council Member Alberts questioned if this creates a budget and then we negotiate. Mrs. Batchelor stated yes, negotiate Master Agreement for a plan. Council Member Alberts clarified this creates the boundary and the budget. Mrs. Batchelor stated yes. Council Member Alberts asked if items go through Yukon Economic Development Authority (YEDA) and then to Council. Mrs. Batchelor stated separate day to day from policy. Mayor Smith asked if day to day was overseen by YEDA. Mrs. Batchelor stated yes. Council Member McEachern asked to define what day to day was. Mrs. Batchelor suggested workshop to define balance and communication between Council and YEDA. Council Member McEachern asked what level of funding would be appropriate. Mayor Smith stated details have not been established yet. Council Member McEachern asked if Council or YEDA would provide details. Mr. Mitchell

stated YEDA. Process may take time. Council Member McEachern asked if Council approves budget. Mr. Bottom stated not there yet. Council Member Alberts clarified once it is developed, it will pass through City Council. Mr. Bottom stated yes. Council Member McEachern asked if YEDA comes up with list of day to day things. Council Member Alberts stated still to be defined. Mr. Bottom stated that is why Mrs. Batchelor has proposed a joint workshop. Council Member McEachern stated City Council approves budget. Mrs. Batchelor stated good approach. City Council decides how to do it and it is reflected in the Project Plan. She believes setting it out in writing is a good plan. Mayor Smith stated Council Agenda has an item for Reports of Boards and Commissions. We could use that time for updates. Council Member McEachern stated it is important to have lots of clarity.

The vote:

AYES: Alberts, Grba, Smith, McEachern

NAYS: None

VOTE: 4-0

MOTION CARRIED

6a. Consider approving the Emergency Clause of Ordinance No. 1297

The motion to approve the Emergency Clause of Ordinance No. 1297, was made by Council Member Alberts and seconded by Council Member McEachern.

The vote:

AYES: Grba, McEachern, Alberts, Smith

NAYS: None

VOTE: 4-0

MOTION CARRIED

7. Consider approving a Lease agreement between the City of Yukon and YNB, for advertising space on the Dale Robertson Center sign, for the amount of \$42,500.00, for the term of 10 years from its effective date

The motion to approve a Lease agreement between the City of Yukon and YNB, for advertising space on the Dale Robertson Center sign, for the amount of \$42,500.00, for the term of 10 years from its effective date, was made by Council Member Grba and seconded by Council Member Alberts.

The vote:

AYES: Smith, Alberts, McEachern, Grba

NAYS: None

VOTE: 4-0

MOTION CARRIED

8. City Manager’s Report – Information items only

A. Events Report

Mr. Bottom stated Park and Recreation will be hosting a job fair on March 6, 2014 from 4 pm to 8pm at the Dale Robertson Center. Age group is 16 and up and work includes pools, Park instructor, Park Maintenance, etc. It is for summer work.

15th year of Taste of Yukon at the Dale Robertson Center, be early.

9. New Business - There was no new business

10. Council Discussion

Council Member McEachern is delighted to be moving forward. Realizes issues like traffic will be worked out. Good discussion helps us. Taste of Yukon is a great event. Please keep family of AJ Clements in your heart.

Council Member Grba thanked Ray Wright for comments, if we don't do this, Oklahoma City will, and take our tax dollars there.

Council Member Alberts stated development and grocery are great opportunities. Remember we have worked hard to get to where we are. We will do TIF the right way and move at proper pace. He would like to know status of flood study. Mr. Bottom stated study should be delivered the last two weeks of March. It will be shared with Council, posted on our website and then develop strategies and priorities. Council Member Alberts thanked candidates for discussion and type of election we participated in.

Mayor Smith thanked each candidate. We have unlimited faith in the future City Council. He is excited about development and clarified a TIF can be established in any developable or re-developable area.

11. Adjournment

Ken Smith, Mayor

Doug Shivers, City Clerk



RECAP OF CLAIMS

| FUND # | | | |
|--------|--------------------------|----|-------------------|
| 01 | General Fund Claims | \$ | 173,795.11 |
| 36 | Sales Tax Claims | | 11,420.00 |
| 64 | Special Revenue Fund | | 4,378.97 |
| 70 | Water & Sewer Enterprise | | 198,709.99 |
| 71 | Sanitation Enterprise | | 14,447.28 |
| 73 | Storm Water Enterprise | | 348.43 |
| 74 | Grant Fund | | 33,275.58 |
| | | | |
| | | \$ | <u>436,375.36</u> |

The above foregoing claims have been passed and approved
this 18th day of March 2014 by the Yukon City Council.

Doug Shivers, City Clerk

Ken Smith, Mayor

FUND: 01 - General Fund

| P.O.# | VENDOR # | NAME | DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------------------|----------|-----------------------------|-------------------------|--------|--------------------|-----------|
| DEPARTMENT: 101 | | LEGISLATIVE | | | | |
| 14-56452 | 01-05350 | Canadian Cty Election Brd | 3/4/14 Election-bal due | 3/2014 | 03/04/14 | 1,199.67 |
| 14-56463 | 01-30600 | Lowe's Companies, Inc. | bal due on invoices | 3/2014 | 03/13/14 | 374.22 |
| 14-56457 | 01-50700 | Triad Design Group | A/E Srvcs-02/28/14 | 2/2014 | 8767 | 1,248.60 |
| 14-56461 | 01-62200 | Yukon Chamber of Commerce | Contractual Srvcs-MR14 | 3/2014 | 17220 | 1,500.00 |
| 14-56462 | 01-62900 | Yukon Review Inc. | ad-DEQ Permit Renewal | 2/2014 | YR73872 | 72.00 |
| | | | ad-RotaryPancakeDay | 2/2014 | YR73962 | 47.25 |
| | | | display ad-Job Fair | 3/2014 | YR74032 | 1,512.00 |
| DEPARTMENT TOTAL: | | | | | | 5,953.74 |
| DEPARTMENT: 102 | | ADMINISTRATION | | | | |
| 14-56244 | 01-00101 | City of Yukon (BankOne)ADM | GB & TD Lunch Meetings | 2/2014 | GreenChile 2-20-14 | 32.21 |
| 14-56336 | 01-00101 | City of Yukon (BankOne)ADM | Reg-OML Day at Capitol | 3/2014 | OML 03-03-14 | 35.00 |
| 14-55830 | 01-41440 | ProStar Service-Oklahoma | Coffee & Supplies | 2/2014 | 122807 | 19.43 |
| DEPARTMENT TOTAL: | | | | | | 86.64 |
| DEPARTMENT: 103 | | INSURANCE | | | | |
| 14-56459 | 01-57600 | Wesco, Inc. | Auto Pkg renewal | 4/2014 | 178990 | 66,760.00 |
| | | | Prop Pkg renewal | 4/2014 | 178991 | 25,277.00 |
| DEPARTMENT TOTAL: | | | | | | 92,037.00 |
| DEPARTMENT: 106 | | FIRE DEPARTMENT | | | | |
| 14-54291 | 01-00105 | City of Yukon (BankOne)FD | polo for dispatchers | 1/2014 | S&STextiles 36546 | 266.00 |
| 14-56080 | 01-00105 | City of Yukon (BankOne)FD | Jones-reveval memb | 1/2014 | NFPA 2778941A | 165.00 |
| 14-56163 | 01-00105 | City of Yukon (BankOne)FD | EMT Refresher Course | 2/2014 | EOC 20140138 | 480.00 |
| 14-56211 | 01-00105 | City of Yukon (BankOne)FD | Noel- station pants | 1/2014 | Casco 137246 | 94.00 |
| 14-56216 | 01-00105 | City of Yukon (BankOne)FD | medical globes | 2/2014 | MooreMed 49667161 | 716.91 |
| DEPARTMENT TOTAL: | | | | | | 1,721.91 |
| DEPARTMENT: 107 | | POLICE DEPARTMENT | | | | |
| 14-55992 | 01-00111 | City of Yukon (BankOne)PD | prisoner meals | 3/2014 | Walmart 03799 | 102.86 |
| 14-56351 | 01-00111 | City of Yukon (BankOne)PD | filters for HVAC | 3/2014 | Locke 22508973-00 | 26.29 |
| 14-56180 | 01-18240 | Harrison-Orr Ar Conditionin | Qrtly maintenance | 1/2014 | 64168 | 1,970.00 |
| 14-56188 | 01-18240 | Harrison-Orr Ar Conditionin | HVAC repair | 2/2014 | 64333 | 854.54 |
| 14-55855 | 01-46940 | Sam's Club Direct-G.E.Capit | prisoner items | 3/2014 | 8977 | 405.87 |
| DEPARTMENT TOTAL: | | | | | | 3,359.56 |

FUND: 01 - General Fund

| P.O.# | VENDOR # | NAME | DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------------------|----------|-------------------------------------------------|---------------------------|--------|--------------------|-----------|
| DEPARTMENT: 108 | | STREET DEPARTMENT | | | | |
| 14-55545 | 01-00180 | City of Yukon (BankOne)PW | Incinerator rental | 2/2014 | KirbySm RSA0109141 | 1,835.00 |
| 14-56198 | 01-00180 | City of Yukon (BankOne)PW | tool box | 2/2014 | HarFreight 0247897 | 119.99 |
| 14-56200 | 01-00180 | City of Yukon (BankOne)PW | emulsion | 2/2014 | VanceBros 072745 | 540.60 |
| | | | emulsion | 2/2014 | VanceBros 072773 | 434.25 |
| 14-56202 | 01-00180 | City of Yukon (BankOne)PW | emulsion | 2/2014 | VanceBros 072705 | 430.95 |
| 14-56235 | 01-00180 | City of Yukon (BankOne)PW | pvc pipe, glue | 2/2014 | Locke 22445722-00 | 8.32 |
| 14-55847 | 01-09525 | Dolese Bros. Company | Concrete | 2/2014 | RM14008216 | 87.00 |
| | | | delivery | 2/2014 | RM14008216 | 40.00 |
| | | | add calicum | 2/2014 | RM14008216 | 7.50 |
| 14-56328 | 01-47115 | Schwarz Paving Co., Inc. | Snow removal | 2/2014 | 02-17-14 | 18,370.00 |
| 14-56201 | 01-47670 | SignalTek, Inc. | signal light repair | 2/2014 | 9510 | 761.20 |
| | | | Feb '14 maint | 2/2014 | 9510 | 775.00 |
| DEPARTMENT TOTAL: | | | | | | 23,409.81 |
| DEPARTMENT: 109 | | MUNICIPAL COURT | | | | |
| 14-56371 | 01-19105 | W. Mark Hixson | Juvenile Def 5/15/13 | 3/2014 | 03-05-14 | 275.00 |
| | | | Juvenile Def 6/19/13 | 3/2014 | 03-05-14 | 262.50 |
| | | | Juvenile Def 7/17/13 | 3/2014 | 03-05-14 | 100.00 |
| | | | Juvenile Def 9/18/13 | 3/2014 | 03-05-14 | 125.00 |
| | | | Juvenile Def10/16/13 | 3/2014 | 03-05-14 | 37.50 |
| | | | Juvenile Def11/20/13 | 3/2014 | 03-05-14 | 350.00 |
| | | | Juvenile Def12/18/13 | 3/2014 | 03-05-14 | 475.00 |
| | | | Juvenile Def 1/22/14 | 3/2014 | 03-05-14 | 75.00 |
| | | | Juvenile Def 2/19/14 | 3/2014 | 03-05-14 | 87.50 |
| 14-55785 | 01-37474 | OK Municipal Court Clerk's | Membership Dues-Zahorodny | 1/2014 | 1254 | 55.00 |
| 14-56193 | 01-37474 | OK Municipal Court Clerk's | OMCCA Membership | 2/2014 | 1296 | 55.00 |
| 14-56460 | 01-58115 | Wheatley Segler Osby & MillMunProsecution-Feb14 | | 3/2014 | 14246 | 1,078.84 |
| DEPARTMENT TOTAL: | | | | | | 2,976.34 |
| DEPARTMENT: 111 | | TECHNOLOGY | | | | |
| 14-56236 | 01-00101 | City of Yukon (BankOne)ADM | iPhone 5S Case | 2/2014 | Amazon 02-24-14 | 28.87 |
| 14-56167 | 01-00123 | City of Yukon (BankOne)TEC | APC Backups | 2/2014 | CDW-G JX55235 | 239.94 |
| | | | APC SmartUPS | 2/2014 | CDW-G JX55235 | 477.98 |
| 14-56171 | 01-00123 | City of Yukon (BankOne)TEC | iPhone 5C Case | 2/2014 | Amazon 02-20-14 | 139.93 |
| 14-56182 | 01-00123 | City of Yukon (BankOne)TEC | Service Plan Renewal | 2/2014 | Brickhouse 277864A | 74.85 |
| 14-56183 | 01-00123 | City of Yukon (BankOne)TEC | Car Charger iPhone 5C | 2/2014 | CellPhone 9966855 | 33.80 |
| 14-56184 | 01-00123 | City of Yukon (BankOne)TEC | HPLJ P3015n | 2/2014 | CDW-G KB55614 | 586.55 |
| | | | HP Monitor | 2/2014 | CDW-G KB55614 | 269.32 |
| 14-56207 | 01-00123 | City of Yukon (BankOne)TEC | HP Ink | 2/2014 | Quill 9842449 | 134.98 |
| 14-56209 | 01-00123 | City of Yukon (BankOne)TEC | Internet/Cable Srvc | 2/2014 | Cox 02-17-14 | 1,703.61 |
| | | | PRI Service | 2/2014 | Cox 02-17-14 | 373.00 |
| 14-56256 | 01-00123 | City of Yukon (BankOne)TEC | Steel Audio Carts | 2/2014 | Global 7023613 | 594.00 |
| | | | Shipping | 2/2014 | Global 7023613 | 135.46 |
| 14-56302 | 01-00123 | City of Yukon (BankOne)TEC | Replacement Battery | 2/2014 | Inte 1902003003509 | 32.92 |
| 14-56323 | 01-00123 | City of Yukon (BankOne)TEC | Mob Phone Srvc-FE'14 | 2/2014 | ATT x02222014 | 1,141.55 |
| 14-56331 | 01-00123 | City of Yukon (BankOne)TEC | HPCLJ M451dn printer | 2/2014 | Staples 05400 | 334.99 |

FUND: 01 - General Fund

| P.O.# | VENDOR # | NAME | DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------------------|----------|-----------------------------|---------------------------|--------|-------------------|-----------|
| DEPARTMENT: 111 | | TECHNOLOGY | | | | |
| 14-56332 | 01-00123 | City of Yukon (BankOne)TEC | Auction Fees FE'14 | 2/2014 | PublicSurp 540485 | 120.54 |
| 14-56333 | 01-00123 | City of Yukon (BankOne)TEC | Plexar Service-FE'14 | 2/2014 | ATT 02-21-14 | 538.65 |
| 14-56367 | 01-00123 | City of Yukon (BankOne)TEC | Canon MP11DX Calculator | 3/2014 | Staples 02454 | 47.59 |
| 14-56369 | 01-00123 | City of Yukon (BankOne)TEC | Hp Ink | 2/2014 | Quill 9949969 | 203.98 |
| | | | Hp Ink | 2/2014 | Quill 9949969 | 71.96 |
| 14-56255 | 01-05490 | CDW Government Inc. | ViewSonic Monitors | 2/2014 | KD11068 | 613.74 |
| 14-56166 | 01-06710 | Coast To Coast Computer Pro | HP Ink | 2/2014 | A1131357 | 117.00 |
| 14-56208 | 01-06710 | Coast To Coast Computer Pro | HP Ink | 2/2014 | 1139337 | 356.00 |
| 14-56210 | 01-30600 | Lowe's Companies, Inc. | Cable Hiding System | 2/2014 | 16318 | 22.42 |
| 14-56237 | 01-30600 | Lowe's Companies, Inc. | Cat5E Jack | 2/2014 | 09912 | 57.48 |
| 14-56015 | 01-40840 | Presidio Networked | Network Service Hours | 2/2014 | 51500567 | 375.00 |
| 14-56346 | 01-48885 | Superior Office Systems | Copier Rental Charge | 2/2014 | 4879 | 1,224.00 |
| | | | SantbillablecopFE'14 | 2/2014 | 4879 | 15.61 |
| | | | CCbillablecopFE'14 | 2/2014 | 4879 | 327.66- |
| | | | DRCbllablecopFE'14 | 2/2014 | 4879 | 18.04 |
| | | | P&RbillablecopFE'14 | 2/2014 | 4879 | 21.64 |
| | | | P&RbasecopiesFE'14 | 2/2014 | 4879 | 235.10 |
| | | | CDbillablecopFE'14 | 2/2014 | 4879 | 54.30 |
| | | | CDbasecopiesFE'14 | 2/2014 | 4879 | 100.00 |
| | | | LibbillablecopFE'14 | 2/2014 | 4879 | 32.90 |
| | | | LibbasecopiesFE'14 | 2/2014 | 4879 | 37.70 |
| | | | CourtbillablecoFE'14 | 2/2014 | 4879 | 30.36 |
| 14-56347 | 01-48885 | Superior Office Systems | Copier Rental Charge | 3/2014 | 5041 | 2,075.00 |
| | | | SantbillablecopMR'14 | 3/2014 | 5041 | 0.40 |
| | | | CDbillablecopMR'14 | 3/2014 | 5041 | 51.73 |
| | | | CDbasecopiesMR'14 | 3/2014 | 5041 | 181.50 |
| | | | LibbillablecopMR'14 | 3/2014 | 5041 | 33.52 |
| | | | LibbasecopiesMR'14 | 3/2014 | 5041 | 32.20 |
| | | | CourtbillablecoMR'14 | 3/2014 | 5041 | 42.31 |
| 14-56238 | 01-51740 | Tyler Technologies, Inc. | credit - over payment | 2/2014 | 45154 | 48.03- |
| | | | System Managment Srvc | 3/2014 | 025-89521 | 551.25 |
| 14-56239 | 01-51740 | Tyler Technologies, Inc. | Brazos Software Maint | 3/2014 | 025-89060 | 1,400.00 |
| 14-56240 | 01-51740 | Tyler Technologies, Inc. | Custom Export | 4/2014 | 025-90122 | 427.86 |
| 14-56368 | 01-60351 | Xerox Corporation | W5030 PW lease MR'14 | 3/2014 | 072812768 | 289.94 |
| | | | W5675P CH LeaseMR'14 | 3/2014 | 072812767 | 1,477.19 |
| | | | D252EFI CHleaseMR'14 | 3/2014 | 072812766 | 261.04 |
| 14-55792 | 01-90101 | Absolute Data Shredding | Backup Tape Destruction | 2/2014 | A 6489 | 25.00 |
| 14-56168 | 01-90305 | Computer Projects of Illino | OpenFox Messenger renewal | 2/2014 | 14-02-95ME | 288.00 |
| 14-56348 | 01-90401 | DBSquared | DBC Support&Maint | 3/2014 | 2014-044 | 1,750.00 |
| DEPARTMENT TOTAL: | | | | | | 19,107.01 |

FUND: 01 - General Fund

| P.O.# | VENDOR # | NAME | DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------------------|----------|-----------------------------|---------------------------|---------|--------------------|-----------|
| DEPARTMENT: 112 | | COMMUNITY DEVELOPMENT | | | | |
| 14-55894 | 01-00107 | City of Yukon (BankOne)CMD | Office Chair | 2/2014 | Staples 7113795494 | 229.99 |
| 14-55960 | 01-00107 | City of Yukon (BankOne)CMD | lodging/meals-OCEA Conf | 2/2014 | HolidayInn 60564 | 83.00 |
| | | | lodging/meals-OCEA Conf | 2/2014 | McDonalds 353 | 3.70 |
| 14-56248 | 01-00107 | City of Yukon (BankOne)CMD | Office Supplies | 3/2014 | Staples 7114288173 | 100.38 |
| 14-56429 | 01-37730 | OK Uniform Building Code | Building Insp Book | 3/2014 | 304201412 | 37.00 |
| 14-56257 | 01-41440 | ProStar Service-Oklahoma | Coffee service-Oct14 | 10/2013 | 118986 | 20.89 |
| | | | Coffee service-Nov14 | 11/2013 | 120000 | 15.91 |
| 14-56246 | 01-47660 | Shred-It Oklahoma City | Document destruction | 2/2014 | 9403240881 | 28.44 |
| 14-56428 | 01-72460 | Del Laidley | reimb insp license,meals | 2/2014 | 337889 | 35.00 |
| | | | reimb insp license,meals | 3/2014 | Subway 03-06-14 | 10.07 |
| | | | reimb insp license,meals | 3/2014 | CarlsJr 03-05-14 | 7.75 |
| DEPARTMENT TOTAL: | | | | | | 572.13 |
| DEPARTMENT: 113 | | LIBRARY | | | | |
| 14-54916 | 01-00108 | City of Yukon (BankOne)LIB | Program Supplies | 3/2014 | Walmart 07494 | 56.95 |
| 14-55897 | 01-71240 | Julie Gochenour | Reimb Mileage-OLA Workshp | 2/2014 | 02-28-14 | 14.45 |
| 14-56161 | 01-74800 | Sara Schieman | Mileage for February 2014 | 3/2014 | Feb '14 | 54.32 |
| DEPARTMENT TOTAL: | | | | | | 125.72 |
| DEPARTMENT: 114 | | PROPERTY MAINTENANCE | | | | |
| 14-56455 | 01-06750 | Clearwater Enterprises, LLC | SrvCity Bldgs-2/14 | 3/2014 | 84761402 | 4,106.91 |
| 14-56456 | 01-37600 | OK Natural Gas Co | Service City buildings | 3/2014 | 03/05/14 | 7,176.60 |
| | | | Service-10 S 5th | 3/2014 | 03/10/14 10 S 5th | 115.56 |
| | | | Service-100 S Ranchwood | 3/2014 | 03/11/14 100 S Ran | 1,415.19 |
| | | | Service-4900WagnerWay | 3/2014 | 03/11/14 4900 Wagn | 28.05 |
| | | | Service-1000 E Main | 3/2014 | 03/11/14 1000 E Ma | 2,813.58 |
| | | | Service-951 Industrial | 3/2014 | 03/11/14 951 Indus | 739.64 |
| DEPARTMENT TOTAL: | | | | | | 16,395.53 |
| DEPARTMENT: 115 | | HUMAN RESOURCES | | | | |
| 14-56206 | 01-00117 | City of Yukon (BankOne)HR | SHRM-Membership | 2/2014 | SHRM 02-24-14 | 170.00 |
| 14-56321 | 01-00117 | City of Yukon (BankOne)HR | Safety Lunch Centerpieces | 2/2014 | DollarTree 2-27-14 | 13.00 |
| 14-56451 | 01-05385 | Suzanne R. Cannon, LPC, | LADEAP Contract-Feb'14 | 2/2014 | Feb '14 | 763.00 |
| 14-56205 | 01-62900 | Yukon Review Inc. | Advertisement-Job Opening | 2/2014 | YR73245 | 60.00 |
| DEPARTMENT TOTAL: | | | | | | 1,006.00 |

FUND: 01 - General Fund

| P.O.# | VENDOR # | NAME | DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------------------|----------|-----------------------------|---------------------------|--------|--------------------|----------|
| DEPARTMENT: 116 | | PARK ADMINISTRATION | | | | |
| 14-55512 | 01-00110 | City of Yukon (BankOne)REC | storage for events | 3/2014 | Aaspen 03-10-14 | 116.00 |
| 14-56052 | 01-00110 | City of Yukon (BankOne)REC | ads for fish out | 2/2014 | Walmart 02658 | 79.02 |
| | | | ads for fish out | 2/2014 | Ace 02-19-14 | 8.37 |
| 14-56304 | 01-00110 | City of Yukon (BankOne)REC | pizza for Festival Child | 3/2014 | Tony's 03-07-14 | 60.00 |
| 14-56308 | 01-00110 | City of Yukon (BankOne)REC | office supplies | 2/2014 | Staples 13518 | 15.99 |
| | | | office supplies | 2/2014 | Staples 02220 | 99.42 |
| | | | office supplies | 3/2014 | Walmart 09391A | 80.44 |
| | | | office supplies | 3/2014 | Staples 16271 | 319.58 |
| | | | office supplies | 3/2014 | Walmart 09333A | 72.91 |
| | | | office supplies | 3/2014 | Staples 14985 | 132.64 |
| | | | office supplies | 3/2014 | Walmart 01106 | 65.64 |
| 14-56338 | 01-00110 | City of Yukon (BankOne)REC | flowers for Joe Edwards | 2/2014 | Arrangemen 2-20-14 | 47.00 |
| 14-56305 | 01-46940 | Sam's Club Direct-G.E.Capit | Salad drinks Sams | 3/2014 | 2075 | 36.89 |
| 14-55628 | 01-47660 | Shred-It Oklahoma City | document shredding | 2/2014 | 9403240776 | 18.96 |
| 14-56051 | 01-62900 | Yukon Review Inc. | ads for Fish Out | 2/2014 | YR73838 | 189.00 |
| | | | ads for Fish Out | 2/2014 | YR73662 | 90.00 |
| 14-56306 | 01-90102 | Amerikidz LLC | ad For Festival | 2/2014 | 8509 | 435.00 |
| DEPARTMENT TOTAL: | | | | | | 1,866.86 |
| DEPARTMENT: 117 | | PARK MAINTENANCE | | | | |
| 14-55980 | 01-00110 | City of Yukon (BankOne)REC | ice melt | 2/2014 | Ace 871433 | 95.94 |
| | | | ice melt | 2/2014 | BannerCoop 457642 | 769.00 |
| 14-56335 | 01-58155 | Winfield Solutions, LLC | 15 Bags preemergent | 3/2014 | 03-07-14 | 1,350.00 |
| DEPARTMENT TOTAL: | | | | | | 2,214.94 |
| DEPARTMENT: 118 | | RECREATION FACILITIES | | | | |
| 14-55278 | 01-00110 | City of Yukon (BankOne)REC | food for RAC | 2/2014 | Buy4Less 02-28-14 | 38.64 |
| | | | food for RAC | 3/2014 | Buy4Less 03-11-14 | 12.28 |
| 14-55500 | 01-00110 | City of Yukon (BankOne)REC | table toppers for RAC | 3/2014 | Walmart 09918 | 16.32 |
| | | | table toppers for RAC | 3/2014 | Hancock 03-06-14 | 26.64 |
| 14-55824 | 01-00110 | City of Yukon (BankOne)REC | Parent night out/4 months | 2/2014 | CiCis 02-21-14 | 70.00 |
| | | | Parent night out/4 months | 3/2014 | Walmart 03424 | 61.98 |
| 14-55860 | 01-00110 | City of Yukon (BankOne)REC | replace emergency lights | 1/2014 | Locke 22257874-00 | 247.90 |
| | | | replace emergency lights | 2/2014 | ExitLight 101486 | 197.50 |
| | | | returned light fixtures | 2/2014 | Locke 22297302-00 | 173.53- |
| 14-55972 | 01-00110 | City of Yukon (BankOne)REC | paint, repair parts tools | 2/2014 | BSNSports 95871240 | 82.42 |
| 14-55976 | 01-00110 | City of Yukon (BankOne)REC | Replace craft supplies | 2/2014 | Walmart 06074 | 32.68 |
| | | | Replace craft supplies | 3/2014 | Walmart 07836 | 126.23 |
| | | | Replace craft supplies | 3/2014 | Walmart 07837 | 37.29 |
| | | | Replace craft supplies | 3/2014 | S&SWorld 9969263 | 94.10 |
| 14-56019 | 01-00110 | City of Yukon (BankOne)REC | girls lock in | 3/2014 | Amazon 03-04-14 | 43.90 |
| 14-56146 | 01-00110 | City of Yukon (BankOne)REC | Spring Break Camp | 2/2014 | Orient 662308135 | 51.00 |
| 14-56186 | 01-00110 | City of Yukon (BankOne)REC | cleaning supplies | 2/2014 | Walmart 05431 | 47.95 |
| 14-55977 | 01-46940 | Sam's Club Direct-G.E.Capit | office Supplies | 3/2014 | 5135A | 110.98 |
| 14-56258 | 01-46940 | Sam's Club Direct-G.E.Capit | coffee supplies for YCC | 3/2014 | 4428 | 97.60 |
| 14-55911 | 01-48910 | Sysco Oklahoma | food for the RAC | 2/2014 | 602960616 | 1,572.32 |

FUND: 01 - General Fund

| P.O.# | VENDOR # | NAME | DESCRIPTION | DATE | INVOICE | AMOUNT |
|-----------------|----------|---------------------------|-------------|--------|-------------------|------------|
| DEPARTMENT: 118 | | RECREATION FACILITIES | | | | |
| 14-56337 | 01-53450 | United Linen - Uniform Re | | 2/2014 | S1696959 | 0.66 |
| | | | | 2/2014 | 1697650 | 99.53 |
| | | | | 2/2014 | 1697654 | 67.53 |
| | | | | | DEPARTMENT TOTAL: | 2,961.92 |
| | | | | | FUND TOTAL: | 173,795.11 |

FUND: 36 - ST Capital Improvement

| P.O.# | VENDOR # | NAME | DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------------------|----------|----------------------------|---------------------------|--------|--------------------|-----------|
| DEPARTMENT: 501 | | SALES TAX CAPITAL IMPROV | | | | |
| 14-55868 | 01-00101 | City of Yukon (BankOne)ADM | Chairs-Community Cen | 1/2014 | SilkRoute 324444 | 588.00 |
| | | | Chair for City Hall | 1/2014 | SilkRoute 324444 | 517.00 |
| | | | Pillows-furniture | 1/2014 | BSTrading 01-16-14 | 464.00 |
| | | | City Hall tables | 1/2014 | SilkRoute 324431 | 942.00 |
| | | | Sofa-Community Cente | 1/2014 | SilkRoute 324431 | 1,661.00 |
| 14-56138 | 01-00110 | City of Yukon (BankOne)REC | Park maintenance remodel | 1/2014 | Locke 22197156-00 | 527.26 |
| | | | Park maintenance remodel | 2/2014 | Locke 22412751-00 | 1,138.34 |
| | | | Park maintenance remodel | 2/2014 | Locke 22412704-00 | 4.15 |
| | | | Park maintenance remodel | 2/2014 | Locke 22432772-00 | 30.08 |
| | | | Park maintenance remodel | 2/2014 | Locke 22431802-00 | 1,270.28 |
| | | | Park maintenance remodel | 3/2014 | Locke 22513259-00 | 735.19 |
| | | | Park maintenance remodel | 3/2014 | Locke 22513701-00 | 27.04 |
| | | | Park maintenance remodel | 3/2014 | Locke 22481743-00 | 13.59 |
| 14-56407 | 01-00110 | City of Yukon (BankOne)REC | Bathroom remodel | 3/2014 | Lowe's 02192 | 22.99 |
| | | | Bathroom remodel | 3/2014 | Lowe's 02191 | 69.96 |
| | | | Bathroom remodel | 3/2014 | Lowe's 02430 | 35.96 |
| 14-55513 | 01-00180 | City of Yukon (BankOne)PW | new meters | 2/2014 | HDSupply B994724 | 2,860.00 |
| 14-54165 | 01-04450 | Brodart | Childrens Books | 1/2014 | B3344659 | 4.24 |
| 14-54434 | 01-04450 | Brodart | Adult Fiction/non-fiction | 3/2014 | B3387987 | 17.96 |
| 14-56104 | 01-04450 | Brodart | Young Adult Fiction/non f | 3/2014 | B3387988 | 285.88 |
| 14-56301 | 01-04450 | Brodart | Adult Standing Order | 1/2014 | B3349270 | 6.39 |
| | | | Adult Standing Order | 1/2014 | B3359474 | 15.80 |
| | | | Adult Standing Order | 1/2014 | B3360881 | 31.57 |
| | | | Adult Standing Order | 2/2014 | B3369514 | 14.69 |
| | | | Adult Standing Order | 2/2014 | B3371286 | 15.80 |
| | | | Adult Standing Order | 2/2014 | B3374919 | 15.77 |
| | | | Adult Standing Order | 2/2014 | B3380004 | 15.77 |
| | | | Adult Standing Order | 2/2014 | B3384455 | 15.80 |
| | | | Adult Standing Order | 3/2014 | B3386397 | 14.69 |
| | | | Adult Standing Order | 3/2014 | B3391159 | 15.77 |
| 14-56047 | 01-30600 | Lowe's Companies, Inc. | Material for Bathroom | 2/2014 | 02520 | 43.03 |
| DEPARTMENT TOTAL: | | | | | | 11,420.00 |
| FUND TOTAL: | | | | | | 11,420.00 |

| P.O.# | VENDOR # | NAME | DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------------------|----------|----------------------------|---------------------------|--------|---------------|----------|
| DEPARTMENT: 143 | | MABEL FRY | | | | |
| 14-55051 | 01-04450 | Brodart | Young Adult Fiction/non-f | 1/2014 | B3355135 | 9.19 |
| 14-55052 | 01-04450 | Brodart | Childrens Fiction/non-fic | 2/2014 | B3364204 | 10.77 |
| | | | Childrens Fiction/non-fic | 2/2014 | B3365527 | 22.23 |
| | | | Childrens Fiction/non-fic | 2/2014 | B3371285 | 46.77 |
| | | | Childrens Fiction/non-fic | 2/2014 | B3373789 | 15.35 |
| 14-55361 | 01-04450 | Brodart | Adult Fiction/non-fiction | 2/2014 | B3371141 | 6.39 |
| | | | Adult Fiction/non-fiction | 2/2014 | B3384215 | 9.40 |
| | | | Adult Fiction/non-fiction | 3/2014 | B3389515 | 21.19 |
| 14-55497 | 01-04450 | Brodart | Children's Standing Order | 2/2014 | B3365529 | 7.43 |
| | | | Children's Standing Order | 2/2014 | B3373635 | 5.89 |
| | | | Children's Standing Order | 2/2014 | B3376449 | 6.52 |
| | | | Children's Standing Order | 3/2014 | B3386398 | 6.52 |
| | | | Children's Standing Order | 3/2014 | B3387989 | 6.52 |
| | | | Children's Standing Order | 3/2014 | B3387990 | 11.79 |
| 14-55725 | 01-04450 | Brodart | YA-Replacements | 2/2014 | B3380002 | 30.61 |
| | | | YA-Replacements | 2/2014 | B3384216 | 23.03 |
| | | | YA-Replacements | 3/2014 | B3389516 | 78.46 |
| 14-55988 | 01-04450 | Brodart | Adult Fiction/non-fiction | 2/2014 | B3369512 | 235.67 |
| | | | Adult Fiction/non-fiction | 2/2014 | B3373791 | 36.51 |
| | | | Adult Fiction/non-fiction | 2/2014 | B3376448 | 28.59 |
| | | | Adult Fiction/non-fiction | 2/2014 | B3377906 | 70.59 |
| | | | Adult Fiction/non-fiction | 2/2014 | B3380003 | 162.22 |
| | | | Adult Fiction/non-fiction | 2/2014 | B3384217 | 110.78 |
| | | | Adult Fiction/non-fiction | 3/2014 | B3389517 | 100.04 |
| 14-55727 | 01-16230 | Gale Group Inc | Large Print Standing Orde | 2/2014 | 51471031 | 47.23 |
| | | | Large Print Standing Orde | 2/2014 | 51603382 | 149.92 |
| | | | Large Print Standing Orde | 2/2014 | 51626811 | 28.04 |
| | | | Large Print Standing Orde | 2/2014 | 51652760 | 49.30 |
| DEPARTMENT TOTAL: | | | | | | 1,336.95 |
| DEPARTMENT: 144 | | ** INVALID DEPARTMENT ** | | | | |
| 14-55856 | 01-00108 | City of Yukon (BankOne)LIB | Postage for ILL/Overdue N | 2/2014 | USPS 774 | 104.23 |
| 14-56101 | 01-00108 | City of Yukon (BankOne)LIB | Program Supplies | 2/2014 | ALA 33738939 | 113.00 |
| | | | Program Supplies | 3/2014 | Walmart 07495 | 48.82 |
| 14-56300 | 01-00108 | City of Yukon (BankOne)LIB | Postage for ILL | 3/2014 | USPS 336 | 48.26 |
| 14-55780 | 01-04450 | Brodart | Books-Movie Program | 2/2014 | B3369513 | 298.40 |
| 14-56250 | 01-37469 | OK Library Association | 2014 Annual Conf Regist | 3/2014 | 03-31-14 | 320.00 |
| | | | 2014 Annual Conf Regist | 3/2014 | 03-31-14 | 280.00 |
| DEPARTMENT TOTAL: | | | | | | 1,212.71 |

FUND: 64 - Special Revenue

| P.O.# | VENDOR # | NAME | DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------------------|----------|---------------------------------|---------------------------|--------|--------------|----------|
| DEPARTMENT: 167 | | POLICE DEPARTMEN | | | | |
| 14-56195 | 01-00111 | City of Yukon (BankOne)PD | Reese airfare | 2/2014 | SWAir Z4GOIT | 368.00 |
| 14-56156 | 01-30600 | Lowe's Companies, Inc. | tool chest for jail tools | 2/2014 | 02408 | 179.55 |
| 14-56264 | 01-46940 | Sam's Club Direct-G.E.Capitcups | for coffee | 3/2014 | 8976 | 74.91 |
| 14-56372 | 01-90901 | Industrial Commercial Enter | sewer clean out | 3/2014 | 20757 | 1,069.90 |
| 14-56179 | 01-91800 | Roto-Rooter | sewer clean out | 3/2014 | 1401908 | 136.95 |
| DEPARTMENT TOTAL: | | | | | | 1,829.31 |
| FUND TOTAL: | | | | | | 4,378.97 |

FUND: 70 - Water & Sewer Enterprise

| P.O.# | VENDOR # | NAME | DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------------------|----------|-------------------------------|---------------------------|--------|--------------------|------------|
| DEPARTMENT: 201 | | WATER DISTRIBUTION | | | | |
| 14-55513 | 01-00180 | City of Yukon (BankOne)PW | water line repairs | 2/2014 | OKContr 0529370 | 107.80 |
| 14-55986 | 01-00180 | City of Yukon (BankOne)PW | clamp, pipe | 2/2014 | HDSupply C004682 | 600.00 |
| 14-56204 | 01-39550 | Paul Penley Oil Company, Inun | leaded fuel | 2/2014 | 0099298-IN | 666.87 |
| | | | diesel fuel | 2/2014 | 0099298-IN | 183.05 |
| 14-56457 | 01-50700 | Triad Design Group | Eng Srvcs-02/28/14 | 2/2014 | 8767 | 72.11 |
| DEPARTMENT TOTAL: | | | | | | 1,629.83 |
| DEPARTMENT: 202 | | UTILITY BILLING | | | | |
| 14-56229 | 01-00170 | City of Yukon (BankOne)UB | Clothing Allowance-R.Nell | 3/2014 | Academy 281897 | 89.97 |
| 14-56361 | 01-36710 | OK Dept of Environmental Qu | Water Class D License Fee | 3/2014 | 03-13-14 | 186.00 |
| 14-56204 | 01-39550 | Paul Penley Oil Company, Inun | leaded fuel | 2/2014 | 0099298-IN | 191.38 |
| 14-56245 | 01-39967 | Pitney Bowes | Update billing forms | 3/2014 | 688484 | 135.00 |
| 14-56240 | 01-51740 | Tyler Technologies, Inc. | Cash Collection | 4/2014 | 025-90122 | 427.86 |
| 14-56362 | 01-91506 | OSU-OKC Training & | Water D License Class | 3/2014 | 03-13-14 | 495.00 |
| DEPARTMENT TOTAL: | | | | | | 1,525.21 |
| DEPARTMENT: 203 | | TREATMENT AND SUPPLY | | | | |
| 14-56453 | 01-06375 | City of Oklahoma City | Water Usage - Feb'14 | 3/2014 | 03/10/14 | 75,240.78 |
| 14-56233 | 01-55800 | Veolia Water North America | drop pipe replace | 2/2014 | 00035510 | 14,259.34 |
| 14-56458 | 01-55800 | Veolia Water North America | Service for Mar '14 | 3/2014 | 00035855 | 94,502.58 |
| 14-56199 | 01-57420 | Waste Connections of Oklaho | Landfill Feb 1st 1/2 | 2/2014 | 19050 | 353.15 |
| DEPARTMENT TOTAL: | | | | | | 184,355.85 |
| DEPARTMENT: 204 | | FLEET MAINTENANCE | | | | |
| 14-55403 | 01-00180 | City of Yukon (BankOne)PW | parts to repair vehicles | 2/2014 | CentralFord 141566 | 23.71 |
| | | | parts to repair vehicles | 2/2014 | Fronti 140214YUKON | 34.96 |
| 14-55404 | 01-00180 | City of Yukon (BankOne)PW | parts to repair vehicles | 3/2014 | Napa 559634 | 464.00 |
| 14-55594 | 01-00180 | City of Yukon (BankOne)PW | fuel- CNG | 2/2014 | Loves 85502 | 32.14 |
| | | | fuel- CNG | 2/2014 | OnCue 7095 | 8.28 |
| 14-56092 | 01-00180 | City of Yukon (BankOne)PW | p235/55r17 tires | 2/2014 | S&JTire 45731 | 366.97 |
| | | | credit wrong tire | 2/2014 | S&JTire 45731 | 257.52- |
| 14-56203 | 01-00180 | City of Yukon (BankOne)PW | pry bar set | 2/2014 | OREily 0343-378729 | 39.98 |
| 14-56296 | 01-01049 | A.M.P. | wash wax, vinyl clea | 2/2014 | 64320 | 44.00 |
| 14-56204 | 01-39550 | Paul Penley Oil Company, Inun | leaded fuel | 2/2014 | 0099298-IN | 8,562.95 |
| | | | diesel fuel | 2/2014 | 0099298-IN | 1,879.63 |
| DEPARTMENT TOTAL: | | | | | | 11,199.10 |
| FUND TOTAL: | | | | | | 198,709.99 |

FUND: 71 - Sanitation Enterprise

| P.O.# | VENDOR # | NAME | DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------------------|----------|-----------------------------|--------------------------|--------|-----------------|-----------|
| DEPARTMENT: 301 | | SANITATION | | | | |
| 14-55403 | 01-00180 | City of Yukon (BankOne)PW | parts to repair vehicles | 2/2014 | ShurCo 0329854 | 81.28 |
| 14-55404 | 01-00180 | City of Yukon (BankOne)PW | parts to repair vehicles | 3/2014 | Napa 559634 | 84.99 |
| 14-55961 | 01-00180 | City of Yukon (BankOne)PW | oils, lubricants, etc | 2/2014 | Hampel 90550965 | 390.00 |
| 14-56204 | 01-39550 | Paul Penley Oil Company, In | unleaded fuel | 2/2014 | 0099298-IN | 70.73 |
| | | | diesel fuel | 2/2014 | 0099298-IN | 4,134.49 |
| 14-56366 | 01-41440 | ProStar Service-Oklahoma | coffee service | 3/2014 | 123831 | 126.53 |
| 14-56364 | 01-57420 | Waste Connections of Oklaho | Landfill fees | 2/2014 | 19147 | 9,459.26 |
| 14-56410 | 01-57425 | Waste Connections of Oklaho | Feb.rolloff hauling | 3/2014 | 1357845 | 100.00 |
| DEPARTMENT TOTAL: | | | | | | 14,447.28 |
| FUND TOTAL: | | | | | | 14,447.28 |

FUND: 73 - Storm Water Enterprise

| P.O.# | VENDOR # | NAME | DESCRIPTION | DATE | INVOICE | AMOUNT |
|-------------------|----------|-----------------------------|------------------------|---------|-------------------|--------|
| DEPARTMENT: 401 | | STORMWATER | | | | |
| 14-56136 | 01-00173 | City of Yukon (BankOne)SW | Meals Brian & Anna | 2/2014 | LosArcos 02-26-14 | 25.69 |
| 14-56339 | 01-00173 | City of Yukon (BankOne)SW | Rain barrel event-food | 3/2014 | Walmart 01652 | 32.94 |
| | | | Rain barrel event-food | 3/2014 | DayDonuts 3-8-14 | 6.50 |
| | | | Rain barrel event-food | 3/2014 | Marcos 03-08-14 | 70.46 |
| 14-56454 | 01-06377 | City of Oklahoma City | Mayo-1109 Cambridge | 2/2014 | 11022514 | 118.50 |
| 14-56204 | 01-39550 | Paul Penley Oil Company, In | unleaded fuel | 2/2014 | 0099298-IN | 56.46 |
| 14-56124 | 01-47660 | Shred-It Oklahoma City | Dec Invoices | 12/2013 | 9403002091 | 9.44 |
| | | | Jan Invoices | 1/2014 | 9403042251 | 9.48 |
| 14-56249 | 01-47660 | Shred-It Oklahoma City | Feb document destruc | 2/2014 | 9403240883 | 18.96 |
| DEPARTMENT TOTAL: | | | | | | 348.43 |
| FUND TOTAL: | | | | | | 348.43 |

| P.O.# | VENDOR # | NAME | DESCRIPTION | DATE | INVOICE | AMOUNT |
|-----------------------------------------------|----------|----------------------------|------------------------|--------|--------------------|------------|
| DEPARTMENT: 109 ** INVALID DEPARTMENT ** | | | | | | |
| 14-56473 | 01-50700 | Triad Design Group | Eng Serv. CDBG Year 12 | 3/2014 | 8790 | 5,150.00 |
| DEPARTMENT TOTAL: | | | | | | 5,150.00 |
| DEPARTMENT: 110 ** INVALID DEPARTMENT ** | | | | | | |
| 14-56151 | 01-00110 | City of Yukon (BankOne)REC | butterfly garden-FTP | 2/2014 | AcornNat 310689A | 188.60 |
| | | | butterfly garden-FTP | 2/2014 | EAI INV06505521 | 58.90 |
| | | | butterfly garden-FTP | 2/2014 | InsectLo 100221997 | 48.36 |
| | | | butterfly garden-FTP | 3/2014 | PartyGalaxy 131178 | 38.27 |
| DEPARTMENT TOTAL: | | | | | | 334.13 |
| DEPARTMENT: 119 ** INVALID DEPARTMENT ** | | | | | | |
| 14-56233 | 01-55800 | Veolia Water North America | Well #9 repair | 2/2014 | 00035510 | 27,791.45 |
| DEPARTMENT TOTAL: | | | | | | 27,791.45 |
| FUND TOTAL: | | | | | | 33,275.58 |
| GRAND TOTAL: | | | | | | 436,375.36 |



Oklahoma Municipal Assurance Group

P.O. Box 691719 • Tulsa, OK 74169 • 918/439-9442 • 800/234-9461 • fax: 918/439-9443 • www.omag.org

March 7, 2014

Ms. Sara Hancock
 City of Yukon
 PO Box 850500
 Yukon, OK 73085-0500

RE: Member : City of Yukon
 Claimant : Jerry Martinsky, Jr.
 Date of Loss : 9-20-13
 Claim No. : 136282-ME

Dear Ms. Hancock:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of Yukon that this claim be denied. We find no liability on the City's part regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec. 157(A), this claim will be deemed denied ninety (90) days after it was received by the City of Yukon. 51 Okla. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 5-6-14, you must deny this claim in writing before 5-6-14. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

Please advise us as soon as possible of any official action taken by you on denial of this claim.

Sincerely,

Mary Ellis, CPCU
 Claims Supervisor



Oklahoma Municipal Assurance Group

P.O. Box 691719 • Tulsa, OK 74169 • 918/439-9442 • 800/234-9461 • fax: 918/439-9443 • www.omag.org

March 7, 2014

Mr. James A. Belote, Esq.
Stipe, Harper, Laizure, Uselton, Belote, Maxcey & Thetford
525 Central Park Drive, Suite 101
Oklahoma City, OK 73105

RE: Member : City of Yukon
 Claimant : Jerry Martinsky, Jr.
 Date of Loss : 9-20-13
 Claim No. : 136282-ME

Dear Mr. Belote:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of Yukon, I am recommending denial of this claim and find no liability on the City's part for this claim.

The tree located at 417 Garth Brooks Boulevard belongs to the property owner, not to the City of Yukon.

Based on this information, I see no liability on the City's part for this claim.

Sincerely,

Mary Ellis, CPCU
Claims Supervisor

Cc: City of Yukon ✓



**STIPE, HARPER, LAIZURE, USELTON,
BELOTE, MAXCEY & THETFORD**

Lawyers

525 Central Park Drive, Suite 101
Oklahoma City, Oklahoma 73105
(405) 524-2268 • Fax: (405) 525-3231
www.stipelaw.com

Eddie Harper
Anthony M. Laizure
Russell Uselton
James A. Belote*
Tim Maxcey
John M. Thetford§
Jack Stipe

Stephen L. Rouse
Eric Grantham
Eddie Foraker

*Also admitted in Texas.
§Also admitted in Missouri

Clyde Stipe
(1929 - 2012)

February 4, 2014

Doug Shivers, City Clerk
City of Yukon
500 West Main
P.O. Box 850500
Yukon, OK 73085

via: Certified Mail

RE: Tort Claim Notice

Dear Mr. Shivers:

I represent Jerry Martinsky, Jr. in his cause of action against Daniel Coughlin and/or the Daniel L. Coughlin and Kimberly J. Coughlin Family Living Trust as a result of injuries Mr. Martinsky received on September 20, 2013. Mr. Martinsky was traveling northbound on Garth Brooks Blvd. in Yukon, Oklahoma when a large tree limb fell from a tree located on the property at 417 Garth Brooks Blvd. The property is owned by Mr. Coughlin and/or Coughlin Family Living Trust. I am enclosing a copy of the Official Oklahoma Traffic Collision Report for your convenience.

At the time of the incident Mr. Martinsky was traveling on Garth Brooks Blvd. which was either maintained by the City of Yukon or the State of Oklahoma. The City of Yukon and/or the State of Oklahoma were required to maintain the public roadway in a reasonably safe condition and failed to do so by allowing the rotten tree limb to overhang the roadway. The rotten tree limb should have been cut back to the extent that it did not overhang the public roadway. If the rotten tree limb had been trimmed back by the owners of the property, the State of Oklahoma and/or City of Yukon, it would not have fallen on Mr. Martinsky's truck, crushing his cab and severely injuring him.

Mr. Martinsky suffered a thoracic spine fracture at T2 and his spine was fused from C7 to T4. To date Mr. Martinsky has incurred \$236,858.91 in medical bills.

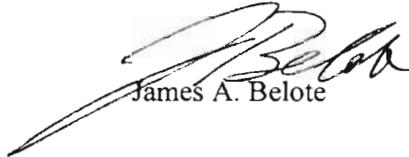
I am Mr. Martinsky's authorized agent and can be reached at the address set forth in this letter or by telephone at (405) 524-2268. Mr. Martinsky resides at 114 Pine Ave., Yukon, Oklahoma 73099 and his telephone number is (405) 824-2791. Mr. Martinsky social security number is 443-04-4233.



Mr. Martinsky makes a claim for damages in the amount of the City of Yukon's statutory tort claim limits, plus any applicable insurance coverage that the City of Yukon may have in addition to the statutory tort claim limits.

If you believe the Governmental Tort Claims Act requires Mr. Martinsky to provide any additional information, please notify me immediately in writing and the information will be provided.

Very truly yours,



James A. Belote

JAB/cks

Enclosure

DO NOT WRITE IN THIS SPACE

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

Incident Report Investigation Completed Investigation Made at Scene Photographs Revised Fatality Hit and Run

(1) Reporting Agency: YUKON POLICE DEPARTMENT Case Number (Agency Use): 2013026019 Motor Vehicles Involved: 01 Number Injured: 01 Number Killed: 00

(2) Date of Collision (mm/dd/yyyy): 09202013 Time: 1614 County Number and Name: 09 CANADIAN Nearest City or Town Number and Name: 30 Yukon

(3) Distance from Nearest City or Town Limits: Control # Int ID Location East Grid North Grid Administrative

(4) Street, Road or Highway: Garth Brooks Blvd. Distance from (Nearest) Intersecting Street, Road or Highway: SH 66

(5) Unit Occupants Type Hit & Run CMV: 0101D Last Name: Martinsky First: Jerry Middle Suffix: L JR Date of Birth (mm/dd/yyyy): 02091993 Sex: M

(6) Address: 114 Pine Ave City: Yukon State: OK Zip: 73099 Telephone (Use Area Code):

(7) Driver License Number: L083019920 State: OK Class: D Endorsement(s): M Restriction(s): 4 Inj Sev: 21 Type of Injury: 01 99

(8) Ejected Extricated Test (% BAC) Transported by To Medical Facility License Plate Number State Month Year: 11100 Presbyterian EMSA 232HWO OK 03 2014

(9) VIN: 1GCEC14V51Z231871 Vehicle Year: 2001 Color: WHI 2nd Color: CHEV Make: SC1 Model: 04 Van Conf: 4 Extent of Damage: 4

(10) Insurance Company Name: State Farm Policy Number: 3623016825 Insurance Telephone (Use Area Code): 4053547739

(11) Vehicle Removed by Driver: MLS Towing Owner's Last Name: Mason First: Brooks Middle Suffix:

(12) Owner's Address: 114 Pine Ave. City: Yukon State: OK Zip: 73099 Toward Veh. Type: 000 Oversized Load: 000 Rollover: 0 Burned: 0 Phone present: 0 Phone in use: 0

(13) Citation Number: Statute/Ordinance Number: Citation Number: Statute/Ordinance Number:

(14) Unit Occupants Type Hit & Run CMV: Last Name: First: Middle Suffix: Date of Birth (mm/dd/yyyy): Sex:

(15) Address: City: State: Zip: Telephone (Use Area Code):

(16) Driver License Number: State: Class: Endorsement(s): Restriction(s): Inj Sev: Type of Injury: Drv./Ped. Cond. OP Use:

(17) Ejected Extricated Test (% BAC) Transported by To Medical Facility License Plate Number State Month Year:

(18) VIN: Vehicle Year: Color: 2nd Color: Make: Model: Van Conf: Extent of Damage:

(19) Insurance Company Name: Policy Number: Insurance Telephone (Use Area Code):

(20) Vehicle Removed by Driver: Owner's Last Name: First: Middle Suffix:

(21) Owner's Address: City: State: Zip: Toward Veh. Type: Oversized Load: Rollover: Burned: Phone present: Phone in use:

(22) Citation Number: Statute/Ordinance Number: Citation Number: Statute/Ordinance Number:

(23) Investigating Officer: OFC. RUSH Badge Number: 0528 Troop/Div: PATR Reviewer (Initials): [Signature] Reviewer Badge Number: 4011 Date of Report (mm/dd/yyyy): 09/20/2013

Table with columns: Unit Type, Injury Severity, Type of Injury, Driver/Pedestrian Condition, Occupant Protection (OP) In Use, Air Bag Deployed, Ejected, Extricated, Chemical Test, Extent of Damage, Insurance Verification, Oversized Load, Toward Vehicle Type.

WARNING - STATE LAW

Use of contents for commercial solicitation is unlawful

(24) Unit Injured Passenger Prop. Owner Witness Pos in Veh Last Name First Middle Initial Date of Birth (mm/dd/yyyy) Sex
 00 Coughlin, Daniel L 12 03 19 55 M

(25) Address City State Zip Telephone (Use Area Code)
 Same as Driver 2401 S. Banner Rd El Reno OK 73036 4053141239

(26) Injury Severity / Type OP Use Air Bag Ejected Extricated Transported by To Medical Facility Property Type
 Tree / Residence

(27) Unit Injured Passenger Prop. Owner Witness Pos in Veh Last Name First Middle Initial Date of Birth (mm/dd/yyyy) Sex

(28) Address City State Zip Telephone (Use Area Code)
 Same as Driver

(29) Injury Severity / Type OP Use Air Bag Ejected Extricated Transported by To Medical Facility Property Type

(30) Unit Injured Passenger Prop. Owner Witness Pos in Veh Last Name First Middle Initial Date of Birth (mm/dd/yyyy) Sex

(31) Address City State Zip Telephone (Use Area Code)
 Same as Driver

(32) Injury Severity / Type OP Use Air Bag Ejected Extricated Transported by To Medical Facility Property Type

(33) Unit Injured Passenger Prop. Owner Witness Pos in Veh Last Name First Middle Initial Date of Birth (mm/dd/yyyy) Sex

(34) Address City State Zip Telephone (Use Area Code)
 Same as Driver

(35) Injury Severity / Type OP Use Air Bag Ejected Extricated Transported by To Medical Facility Property Type

(36) Unit Carrier Name Address

(37) City State Zip GVWR 0-10K lb 10,001-26K lb 26K lb Axle Qty Cargo Body Vehicle Use Interstate Commerce Intrastate Commerce Other Non-Commercial Government

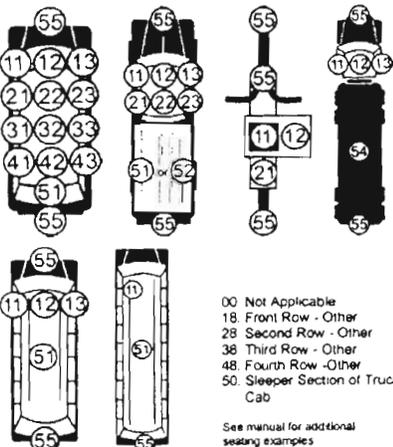
(38) U.S. DOT Number Vehicle Inspection Number Placard Number Haz. Mat. Class Haz. Mat. Involved Haz. Mat. Release Yes No Yes No
 OK

(39) Unit Carrier Name Address

(40) City State Zip GVWR 0-10K lb 10,001-26K lb 26K lb Axle Qty Cargo Body Vehicle Use Interstate Commerce Intrastate Commerce Other Non-Commercial Government

(41) U.S. DOT Number Vehicle Inspection Number Placard Number Haz. Mat. Class Haz. Mat. Involved Haz. Mat. Release Yes No Yes No
 OK

Position in Vehicle



Vehicle Configuration

- 00 N/A
- 01 Passenger Veh -2 Dr
- 02 Passenger Veh -4Dr
- 03 Passenger Veh Conv
- 04 Pickup
- 05 Single Unit Truck, 2 axles
- 06 Single Unit Truck, 3+ axles
- 07 School Bus
- 08 Truck/Trailer
- 09 Truck-Tractor (Bobtail)
- 10 Truck-Tractor/Semi-Trailer
- 11 Truck-Tractor/Double
- 12 Truck-Tractor/Triple
- 13 Bus/Large Van 9-15 occupants including driver
- 14 Bus 16+ occupants including driver
- 15 Motorcycle
- 16 Motor Scooter/Moped
- 17 Motor Home
- 18 Farm Machinery
- 19 ATV
- 20 SUV
- 21 Passenger Van
- 22 Truck more than 10,000 lbs. Cannot Classify
- 23 Van 10,000 lbs or Less
- 24 Other
- 99 Unknown

Cargo Body Type

- 00 N/A
- 01 Bus 9-15 seats
- 02 Bus 16+ seats
- 03 Van/ Enclosed Box/ Stock Trailer
- 04 Cargo Tank
- 05 Flatbed
- 06 Inter modal
- 07 Dump Truck/ Trailer
- 08 Concrete Mixer
- 09 Auto Transporter
- 10 Garbage/Refuse
- 11 Hopper (gran/ chips/gravel)
- 12 Pole Trailer
- 13 Log Trailer
- 14 Vehicle Towing Vehicle
- 15 Other
- 99 Unknown



| | | | | | | | | | | | |
|-------------------------------------|--|------|------------------------|-------------|----------------------------|-------------------------------|-------------------------------------------------|---------------------------------|----------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------|
| This unit will correspond to Unit 1 | | Unit | Total Lanes in Roadway | Legal Speed | Actions Prior to Collision | Location at Time of Collision | Pedestrian / Pedalcyclist Only Safety Equip. | Unit Number of Vehicle Striking | Was the collision in or near a construction, maintenance or utility work zone? (if yes, complete this section) | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| This unit will correspond to Unit 2 | | 0 1 | 0 2 | 4 5 | 0 0 | 0 0 | 0 | 0 0 | | Type of Work Zone | |
| | | 0 2 | 0 2 | 4 5 | 0 0 | 0 0 | 0 | 0 0 | Location of the Work Zone Collision | | |

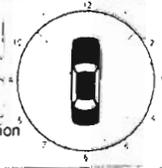
| | | | | | | | | | | | | | |
|-------------------------|---|------------------------------|--------|--------|--------|--------|--------------------|--------|--------|-----------------|-----|----|---------|
| Light | 1 | What Vehicle Was Going to Do | Unit 1 | Unit 2 | Unit 1 | Unit 2 | Underride/Override | Unit 1 | Unit 2 | Workers Present | Yes | No | Unknown |
| 1 Daylight | | 00 Not Applicable | 0 | 1 | 0 | 1 | 0 | 0 | 0 | Yes | | | |
| 2 Dark-Not Lighted | | 01 Go Ahead | | | | | 1 | 0 | 0 | No | | | |
| 3 Dark-Lighted | | 02 Turn Left | | | | | 2 | 0 | 0 | Unknown | | | |
| 4 Dawn | | 03 Turn Right | | | | | 3 | 0 | 0 | | | | |
| 5 Dusk | | 04 Make "U" Turn | | | | | 4 | 0 | 0 | | | | |
| 6 Dark-Unknown Lighting | | 05 Stop | | | | | 5 | 0 | 0 | | | | |
| 7 Other | | 06 Slow for Cause | | | | | 6 | 0 | 0 | | | | |
| 9 Unknown | | 07 Start from Park/Stop | | | | | 7 | 0 | 0 | | | | |
| | | 08 Change Lanes | | | | | 8 | 0 | 0 | | | | |
| | | 09 Overtake | | | | | 9 | 0 | 0 | | | | |
| | | 10 Pass | | | | | 0 | 0 | 0 | | | | |
| | | 11 Back | | | | | 1 | 0 | 0 | | | | |
| | | 12 Remain Stopped | | | | | 2 | 0 | 0 | | | | |
| | | 13 Remain Parked | | | | | 3 | 0 | 0 | | | | |
| | | 14 Enter/Merge in Traffic | | | | | 4 | 0 | 0 | | | | |
| | | 15 Negotiate a Curve | | | | | 5 | 0 | 0 | | | | |
| | | 16 Park | | | | | 6 | 0 | 0 | | | | |
| | | 17 Other | | | | | 7 | 0 | 0 | | | | |
| | | 99 Unknown | | | | | 8 | 0 | 0 | | | | |

| | | | | | | | | | | | | | |
|---------------------------------------|-----|---------------------------|--------|--------|-----------------|--------|--------|-----------------|--------|--------|----------------------------------------|--------|--------|
| Weather | 0 3 | What Vehicle Did | Unit 1 | Unit 2 | Traffic Control | Unit 1 | Unit 2 | Vehicle Removal | Unit 1 | Unit 2 | Unsafe / Unlawful Contributing Factors | Unit 1 | Unit 2 |
| 01 Clear | | 00 Not Applicable | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 9 | 8 | |
| 02 Fog/Smog/Smoke | | 01 Went Ahead | | | | | | | | | | | |
| 03 Cloudy | | 02 Turned Left | | | | | | | | | | | |
| 04 Rain | | 03 Turned Right | | | | | | | | | | | |
| 05 Snow | | 04 Entered "U" Turn | | | | | | | | | | | |
| 06 Sleet/Hail (Freezing Rain/Drizzle) | | 05 Stopped | | | | | | | | | | | |
| 07 Severe Crosswind | | 06 Slowed | | | | | | | | | | | |
| 08 Blowing Snow | | 07 Started from Park/Stop | | | | | | | | | | | |
| 09 Blowing Sand, Soil, Dirt | | 08 Entered Other Lane | | | | | | | | | | | |
| 10 Other | | 09 Overtaking | | | | | | | | | | | |
| 99 Unknown | | 10 Passing | | | | | | | | | | | |

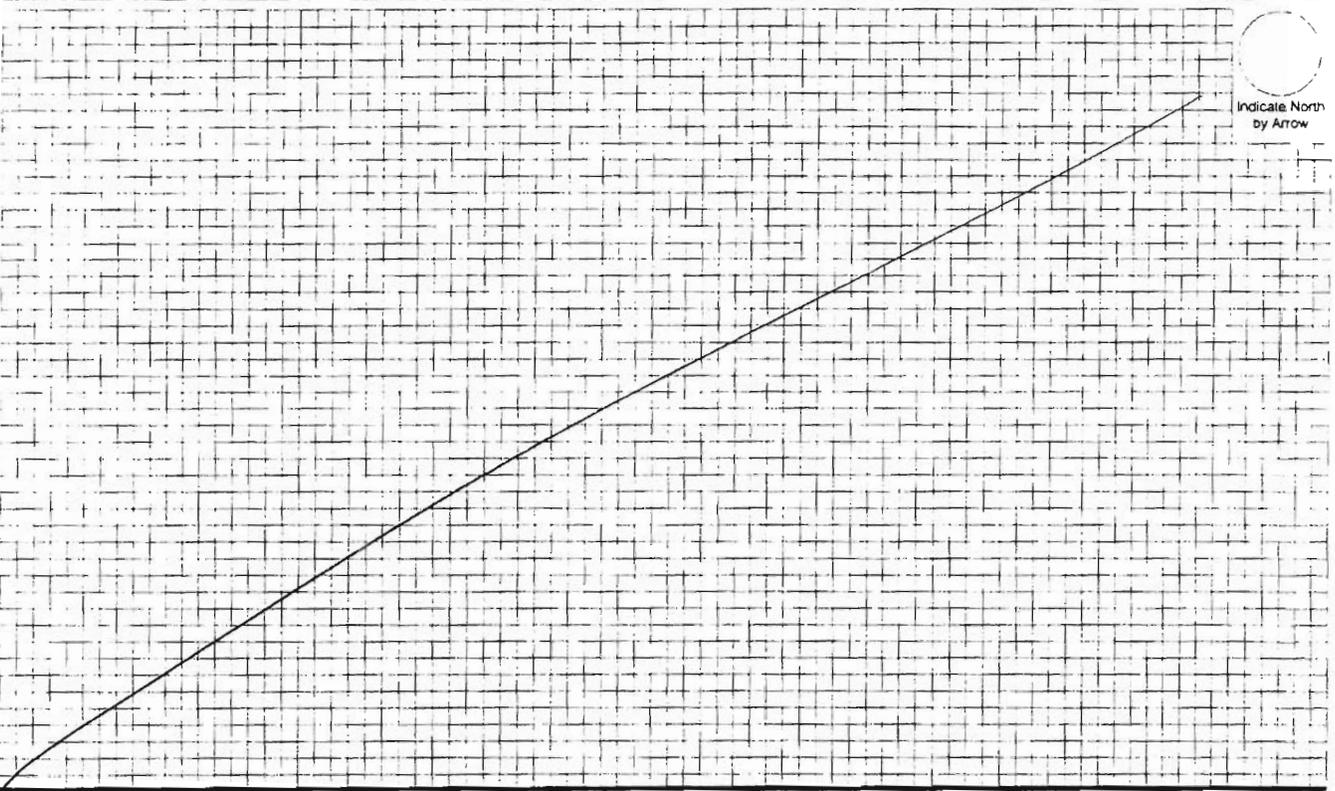
| | | | | | | | | | | | | | |
|----------------|---|---------------------------|--------|--------|-------------------------|--------|--------|-------------------|--------|--------|-----------------------------|--------|--------|
| Locality | 2 | What Vehicle Did | Unit 1 | Unit 2 | Road Surface Conditions | Unit 1 | Unit 2 | Vehicle Condition | Unit 1 | Unit 2 | Special Function of Vehicle | Unit 1 | Unit 2 |
| 1 Residential | | 00 Not Applicable | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2 Business | | 01 Went Ahead | | | | | | | | | | | |
| 3 Industrial | | 02 Turned Left | | | | | | | | | | | |
| 4 School | | 03 Turned Right | | | | | | | | | | | |
| 5 Not Built-up | | 04 Entered "U" Turn | | | | | | | | | | | |
| 6 Mixed Use | | 05 Stopped | | | | | | | | | | | |
| 7 Other | | 06 Slowed | | | | | | | | | | | |
| 9 Unknown | | 07 Started from Park/Stop | | | | | | | | | | | |

| | | | | | | | | | | | | | |
|----------------------------------------------------------|---|------------------------|--------|--------|----------------|--------|--------|----------------------------------------------|--------|--------|-----------------------------------|--------|--------|
| Type of Intersection | 0 | Visibility Obscured By | Unit 1 | Unit 2 | Road Character | Unit 1 | Unit 2 | Emergency Vehicle Responding to an Emergency | Unit 1 | Unit 2 | Point of First Contact on Vehicle | Unit 1 | Unit 2 |
| 0 Not an Intersection | | 00 Not Applicable | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 1 | 3 | |
| 2 Y-Intersection | | 01 Trees | | | | | | | | | | | |
| 3 T-Intersection | | 02 Embankment | | | | | | | | | | | |
| 4 Four-Way Intersection | | 03 Building | | | | | | | | | | | |
| 5 Five-Point or More Intersection as Part of Interchange | | 04 Signs | | | | | | | | | | | |
| 7 Traffic Circle | | 05 Parked Vehicles | | | | | | | | | | | |
| 8 Roundabout | | 06 High Weeds | | | | | | | | | | | |
| 9 Unknown | | 07 Fences | | | | | | | | | | | |

| | | | | | | | | | | |
|-----------------------|-----|------------------------------------|--------|--------|-------------------|--------|--------|-------------------|--------|--------|
| Incident Type | 0 0 | Driver Distracted By | Unit 1 | Unit 2 | Road Surface Type | Unit 1 | Unit 2 | Most Damaged Area | Unit 1 | Unit 2 |
| 00 Not an Incident | | 0 Not Applicable/None | 0 | 0 | 1 | 1 | 0 | 1 | 3 | 0 |
| 51 Private Property | | 1 Electronic Communication Devices | | | | | | | | |
| 52 Deliberate Intent | | 2 Other Electronic Device | | | | | | | | |
| 53 Medical Condition | | 3 Other Inside Vehicle | | | | | | | | |
| 54 Legal Intervention | | 4 Other Outside Vehicle | | | | | | | | |
| 55 Suicide | | 9 Unknown | | | | | | | | |
| 57 Drowning | | | | | | | | | | |
| 58 Other | | | | | | | | | | |



Latitude Longitude Railroad Crossing Number Roadway Orientation Unit Number Unit Number



COLLISION EVENTS

| | | | | | | |
|------|-------------|--------------|-------------|--------------|--------------------|----------------------------------------------|
| Unit | First Event | Second Event | Third Event | Fourth Event | Most Harmful Event | First Harmful Event for the Entire Collision |
| 0 1 | 3 4 | 2 2 | 0 0 | 0 0 | 2 2 | 2 2 |
| Unit | First Event | Second Event | Third Event | Fourth Event | Most Harmful Event | |
| | | | | | | |

- 00 Not Applicable
- 10 Overtum/Rollover
- 11 Fire/Explosion
- 12 Immersion
- 13 Jackknife
- 14 Cargo/Equipment
- 15 Equipment Failure (Blown Tire, Brake Failure, etc.)
- 16 Separation of Units
- 17 Departed Road Right
- 18 Departed Road Left
- 19 Cross Median/Centerline
- 20 Downhill Runaway

- 21 Fell/Jumped From Motor Vehicle
- 22 Thrown Or Falling Object
- 23 Other Non-Collision
- PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT:**
- 30 Pedestrian Pedal
- 31 Cycle
- 32 Railway Vehicle (train, engine)
- 33 Animal
- 34 Motor Vehicle in Transport
- 35 Parked Motor
- 36 Vehicle Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle

- 37 Work Zone/Maintenance Equipment
- 38 Other Non-Fixed Object
- FIXED OBJECT:**
- 40 Barrier (Cable)
- 41 Barrier (Concrete)
- 42 Barrier (Other)
- 43 Fence Pole
- 44 Fence
- 45 Traffic Signal Support
- 46 Traffic Sign Support
- 47 Utility Pole/Light Support
- 48 Other Post/Pole/Support
- 49 Guardrail/Guardrail Face
- 50 Guardrail End
- 51 Culvert
- 52 Curb
- 53 Island
- 54 Sand Barrels
- 55 Impact Attenuator/ Crash Cushion
- 56 Pavement Drop-Off
- 57 Ditch
- 58 Embankment
- 59 Tree (Standing)
- 60 Dividing Strip
- 61 Retaining Wall
- 62 Bridge Abutment
- 63 Bridge Pier or Support
- 64 Bridge Rail
- 65 Bridge Post
- 66 Bridge Curb
- 67 Bridge Super Structure (Beams)
- 68 Bridge Overhead Structure
- 69 Delineator
- 70 Mailbox
- 71 Other Fixed Object
- 72 Other Highway Structure
- 73 Ground
- 99 Unknown

Remarks

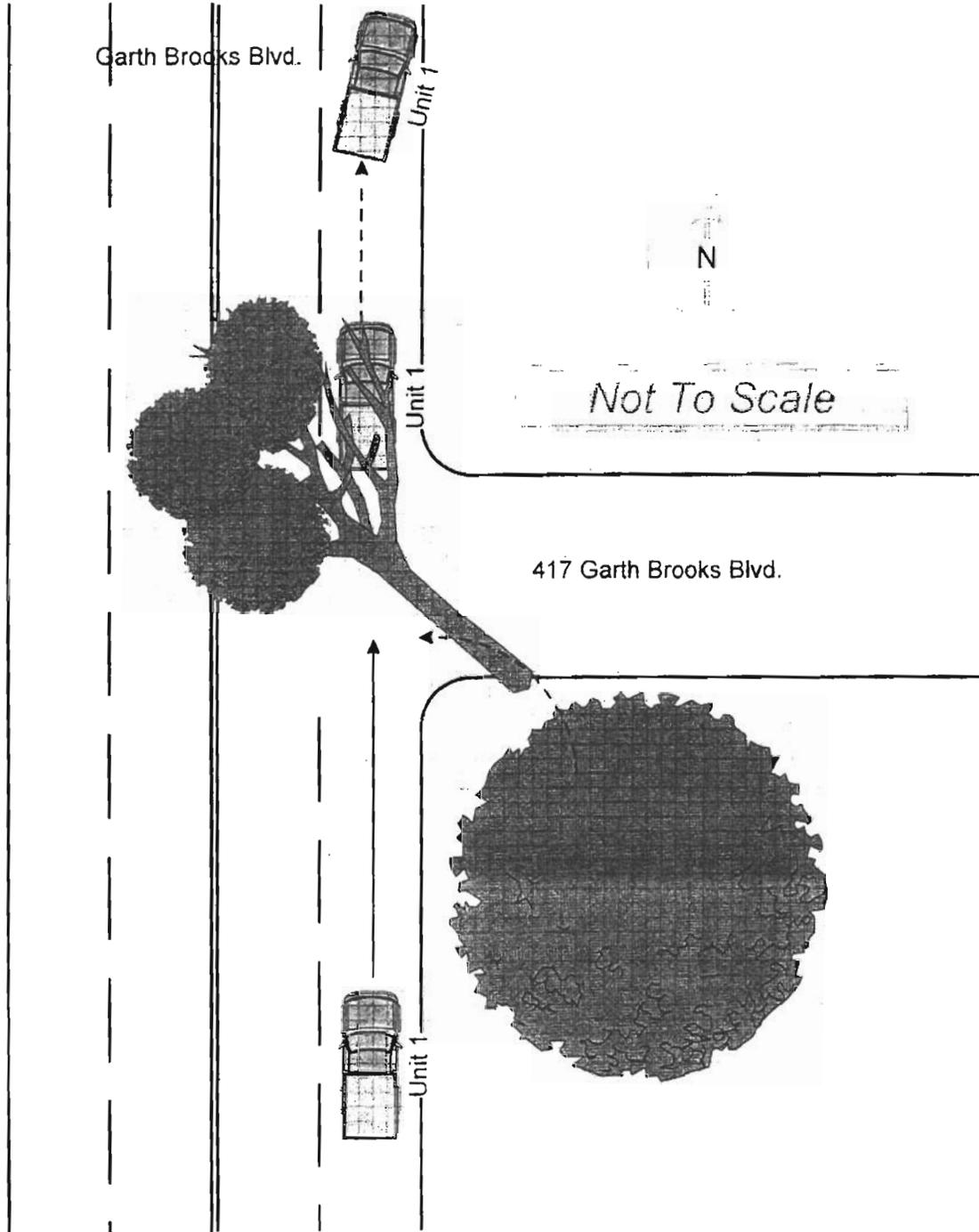
Unit 1 was traveling northbound of Garth Brooks Blvd. in the outside lane. As Unit 1 was passing by 417 Garth Brooks Blvd., a large branch, which hung over Garth Brooks Blvd., broke from the tree in the yard of the above listed address striking Unit 1. The branch appeared to have broken due to rotting. The falling branch made contact from the driver side fender across the cab of Unit 1, crushing the roof.

The POI was approximately 7' west of the east edge of Garth Brooks Blvd. and 15' north of the north edge of the private drive of 417 Garth Brooks Blvd.

This report is based on the officer's investigation of this collision. This report may contain the opinion of the officer.



OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT
DIAGRAM SUPPLEMENTAL



Technology Item Listing - Mar 18, 2014

| Item # | Description | Model Number | Serial Number | Department |
|--------|---------------------------|---------------------------|--------------------------|-------------|
| 100086 | Gateway FPD1520 Monitor | Gateway FPD1520 Monitor | LIC148B1580 | Tech |
| 100578 | HP LaserJet 1536DNF | HP LaserJet 1536DNF | CNB9B8NC75 | Tech |
| 100755 | Dell Dimension 9150 | Dell Dimension 9150 | 7RZ8PB1 | Tech |
| 100188 | HP Color LaserJet CP3525n | HP Color LaserJet CP3525n | CNCC88X004 | Tech |
| 100782 | Dell Dimension C521 | Dell Dimension C521 | BNBDWC1 | Tech |
| 101130 | HP DeskJet 5650 | HP DeskJet 5650 | N/A | Tech |
| 100722 | Dell Monitor - E228WPC | Dell Monitor - E228WPC | CN-OKU311-64180-72P-255L | Tech |
| 100148 | HP Color LaserJet 3600N | HP Color LaserJet 3600N | CNWDF43494 | Tech |
| | Wooden desk | Mt.Airy | N/A | Parks & Rec |



R.L. Doggett & Associates, LLC
Construction Services

The Honorable Ken Smith, Mayor

City of Yukon

500 W. Main

Yukon, OK 73099

March 3, 2014

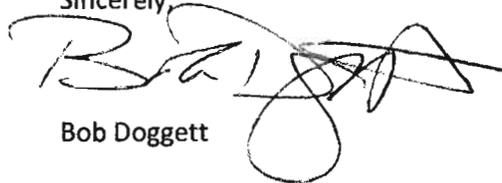
Dear Ken:

It is with regret that I submit my resignation as Commissioner to the Yukon Planning Commission. Deborah and I are building a new home and will be moving to Oklahoma City soon. It has been my honor to serve as Commissioner and I hope my input has been useful.

I would like to make the April meeting my last, if you can find a replacement by then.

Thank you for the opportunity to serve.

Sincerely,



Bob Doggett

Cc: Larry Taylor, Mitchell Hort, Kathy Johnson

March 13, 2014

To whom it may concern,

On Friday, January 31st, I verbally tendered notice of my resignation from the Yukon Park board both to Jan Scott, and to Donna Yanda. I have great respect for both of these fine ladies and will miss the opportunity to interface with either, in the future.

For some unknown reason, someone has requested that I formally resubmit my resignation. Please accept this letter as my re-confirmation of my resignation from the Park Board on January 31st, 2014.

Sincerely,

Ward Larson

3/12/2014
Edward Hatley
228 E. Parkland Dr.
Yukon, OK 73099
(405) 850-1155
Hatley2020@msn.com

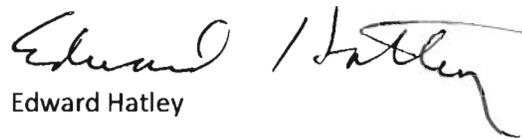
City Council Members,

I would like to inform you that I am resigning from my position on the Yukon Park Board, effective March 12, 2014.

Thank you for the opportunities for professional and personal development that you have provided me during these past years. I have enjoyed serving with the Board members and with the Yukon Parks and Recreation department.

I hope I did some good for the betterment of Yukon, and I look forward to serving Yukon further in the future.

Sincerely,


Edward Hatley

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

| | | |
|-------------------|---------|------|
| Earline Smaistrla | Ward 1 | 2014 |
| Larry Taylor | Ward 2 | 2014 |
| Bob Doggett | Ward AL | 2015 |
| Terry Beaver | Ward 3 | 2016 |
| Roger Davis | Ward 4 | 2016 |

Board of Adjustment/Board of Appeal

| | | |
|-----------------|---------|------|
| Sherry Huston | Ward 1 | 2014 |
| Rena Holland | Ward 2 | 2014 |
| Buddy Carpenter | Ward AL | 2015 |
| Joe Horn | Ward 3 | 2016 |
| Russ Kline | Ward 4 | 2016 |

Park Board

| | | |
|-------------|---------|------|
| Joe Edwards | Ward 1 | 2014 |
| D.E. Brower | Ward 2 | 2014 |
| Ed Hatley | Ward AL | 2015 |
| | Ward 3 | 2016 |
| Joe Baumann | Ward 4 | 2016 |

Library Board

| | | |
|-------------------|----------|------|
| Charlotte Novak* | | |
| Beth Ridle* | | |
| Lee Wells | Ward 2/1 | 2014 |
| Joyce Roman | Ward 2 | 2014 |
| Ginger LaCroix | Ward AL | 2015 |
| Jeanne Riggs | Ward 3 | 2016 |
| Margaret Albrecht | Ward 4 | 2016 |

Traffic Commission

| | | |
|------------------|---------|------|
| Charles Lee | Ward 1 | 2014 |
| James Montgomery | Ward 2 | 2014 |
| John Knuppel | Ward AL | 2015 |
| Jay Tallant | Ward 3 | 2016 |
| | Ward 4 | 2016 |

Spanish Cove

Larry Taylor, Representative

OK Environmental Management Auth.

Nick Grba, Representative
Dewayne Maxey, Alternate

Senior Citizens

Ray Wright, Representative
John Alberts, Alternate

ACOG

Ken Smith, Member
John Alberts, Alternate

COWRA

Genie Vinson, Representative
Larry Taylor, Alternate

Sister City Committee

Illona Morris
Terry Beaver
Nancy Novosad
Edwin Shedeck

*Members of Ladies' Library Club are appointed by same

AGREEMENT

This Agreement ("Agreement") is made and entered into this _____ day of March, 2014, by and between the CITY OF YUKON, a municipal corporation, hereinafter referred to as the "City," and SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri Corporation, doing business as AT&T Oklahoma, hereinafter referred to as "AT&T Oklahoma" or "Company," with AT&T Oklahoma and City sometimes separately referred to hereinafter as a "party," and sometimes collectively as "parties."

WHEREAS, every telephone or telegraph corporation authorized to conduct transportation or transmission business under the laws of the State of Oklahoma for such purpose has the right to construct and operate between any points in this State pursuant to Article IX, Section 2 of the Constitution of the State of Oklahoma and Title 18, § 601, subject to control of the proper municipal authorities as to what grounds, streets, alleys or highways said lines shall run over or across, and the place the poles to support the wires are located;

WHEREAS, AT&T Oklahoma represents that it upgraded its existing facilities and equipment, and installed new facilities and equipment, and further represents that it offers, among other things, an integrated internet protocol ("IP") platform of voice, data, information and video services (the video component of which is switched, two-way, point-to-point and interactive and is referred to herein as the "IP-enabled Video Service") within the geographic boundaries of the City;

WHEREAS, AT&T Oklahoma takes the position, based on Okla. Const. Article IX, §2 and 18, Okla. Stat. §601, and other applicable law, that it is not required to obtain authorization from the City in order to provide its IP-enabled Video Service; however, notwithstanding its position, as stated above, in consideration of the forbearance of litigation by the City in relation to the provision of IP-enabled Video Service by AT&T Oklahoma within the City and the City's agreement to follow its normal permitting practices with respect to installation of facilities that may be used in whole or in part to provide IP-enabled Video Services, AT&T Oklahoma is willing to enter into this Agreement and to pay an IP-enabled Video Services Provider Fee as set forth more fully below so that both AT&T Oklahoma and the City can achieve the full benefits that competition and the availability of such services will bring to the community and citizens of the City; and

WHEREAS, in consideration of the payment of the IP-enabled Video Services Provider Fee by AT&T Oklahoma to the City and the forbearance of litigation by AT&T Oklahoma in relation to the provision of IP-enabled Video Service by AT&T Oklahoma within the City, the City is willing to enter into this Agreement; and

WHEREAS, the parties understand and agree that neither party shall be deemed to have waived any of its legal rights by entering into this Agreement except as expressly provided herein;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, the parties agree as follows:

1. Term of Agreement: This non-exclusive Agreement shall take effect upon approval hereof by AT&T Oklahoma and by the City Council of the City and shall be effective for a term of five (5) years thereafter, March _____, 2019. Prior to the end of this term, the parties agree to enter into good faith negotiations regarding a possible renewal and/or modification and/or extension of this Agreement.

2. Nature of Agreement:

(A) No privilege or exemption shall be granted or conferred by this Agreement except those specifically prescribed herein.

(B) Any right or power in, or duty impressed upon, any officer, employee, department, or board of the City by this Agreement shall be subject to transfer by the City to any other officer, employee, department, or board of the City.

(C) This Agreement shall not relieve AT&T Oklahoma of any existing obligations involved in obtaining permits, pole or conduit space from any department of the City, utility company, or from others maintaining utilities in streets.

(D) This Agreement shall be a privilege to be held in personal trust by AT&T Oklahoma for the benefit of the public. Said privilege cannot in any event be sold, transferred, leased, assigned or disposed of (except to an affiliate of AT&T Oklahoma), including but not limited to, by forced or voluntary sale, merger, consolidation, receivership or other means without the prior written consent of the City, and then only under such conditions as the City may establish. Such consent as required by the City shall not, however, be unreasonably withheld.

3. Obligations of AT&T:

(A) During the term of this Agreement, AT&T Oklahoma shall pay to City a fee equal to 5% of the gross revenues of AT&T Oklahoma and its affiliates collected from each subscriber to AT&T Oklahoma's IP-enabled Video Services product, and 5% of the portion of gross revenues from advertising which are defined in subsection 3(A)(3), below; the fee ("IP-enabled Video Services Provider Fee") may be identified and passed through on any subscriber bill by AT&T Oklahoma, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each quarter.

- (1) For purposes of this Agreement, gross revenues are limited to the following:
 - (i) recurring charges for IP-enabled Video Services;
 - (ii) event-based charges for IP-enabled Video Services, including but not limited to pay-per-view and video-on-demand charges;
 - (iii) rental of set top boxes and other IP-enabled Video Services equipment;
 - (iv) service charges related to the provision of IP-enabled Video Services, including, but not limited to, activation, installation, and repair; and
 - (v) administrative charges related to the provision of IP-enabled Video Services, including, but not limited to, service order and service termination charges;
 - (vi) amounts billed to IP-enabled Video Services subscribers to recover the IP-enabled Video Services Provider Fee authorized by this section.

- (2) For purposes of this Agreement, gross revenues do not include:
 - (i) Uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;
 - (ii) late payment fees;
 - (iii) revenues from contracts for in-home maintenance service unless they relate solely to maintenance on equipment used only for the provisioning of IP-enabled Video Services and not for the provisioning of any other service provided by AT&T Oklahoma or its affiliates;
 - (iv) amounts billed to IP-enabled Video Services subscribers to recover taxes, fees or surcharges imposed upon IP-enabled Video Services subscribers in connection with the provision of IP-enabled Video Services, other than the IP-enabled Video Services Provider Fee authorized by this section;
 - (v) revenue from the sale of capital assets or surplus equipment; or
 - (vi) charges, other than those described in subsection (1), that are aggregated or bundled with amounts billed to IP-enabled Video Services subscribers.

- (3) "Gross Revenues" which are subject to the IP-enabled Video Services Provider Fee paid by AT&T Oklahoma additionally include a pro rata portion of all revenue collected by AT&T Oklahoma pursuant to compensation arrangements for advertising (less any commissions AT&T

receives from any third parties for advertising) and home-shopping sales derived from the operation of AT&T Oklahoma's IP-enabled Video Service within the City. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

(4) Bundling discounts shall be apportioned fairly among video and other services. AT&T Oklahoma shall not apportion revenue in such a manner as to avoid the IP-enabled Video Services Provider Fee.

(5) In the event that any other video services provider, including but not limited to a cable operator or open video service provider, enters into any agreement or makes any arrangement with City during the term of this Agreement whereby it is required or allowed to pay a fee to the City that is similar to the IP-enabled Video Services Provider Fee described herein, City shall allow AT&T Oklahoma to substitute the definition of "gross revenue" set forth in that agreement or arrangement for the definition of "gross revenue" set forth in this Agreement immediately upon request of AT&T Oklahoma.

(6) AT&T Oklahoma will grant the City the right to conduct reasonable audits to assure that the IP-enabled Video Services Provider Fee has been properly calculated.

(B) AT&T Oklahoma and City agree that the IP-enabled Video Services Provider Fee shall be in lieu of all other concessions, charges, excises, franchise, license, privilege, permit fees, taxes, or assessments except sales taxes, personal or real property taxes, ad valorem taxes, any fees levied for the purpose of funding the E9-1-1 system, and the two percent (2%) Telephone Inspection Fee currently being paid by AT&T Oklahoma;

(C) During the term of this Agreement, AT&T Oklahoma shall provide capacity for four "streams" or "channels" of noncommercial educational and governmental programming through AT&T Oklahoma's IP-enabled Video Service so long as City and educational institutions designated by the City provide any educational or governmental programming content in a standard digital format compatible with AT&T Oklahoma's IP-enabled video technology. City and educational institutions designated by the City shall provide this programming, and AT&T Oklahoma shall receive this programming, at AT&T Oklahoma's Point of Presence in downtown Oklahoma City. City and educational institutions designated by the City will be solely and individually responsible for their own programming content.

(D) AT&T Oklahoma shall work with the City to identify an economically and technically feasible process for providing an appropriate message through AT&T Oklahoma's IP-enabled Video Service in the event of a public safety emergency issued over the emergency alert system, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

(E) The parties agree to consult in the event that, after execution of this Agreement, any court, agency, commission, legislative body, or other authority of competent jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either City or Company, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either party, within thirty (30) days of receipt of the ruling, provides written notice to the other party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the parties mutually may agree. Where the effect of a finding is a modification, the parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either party to terminate the Agreement on the provision of thirty (30) days' written notice.

In addition to the termination rights set forth above, AT&T Oklahoma shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days notice to the City, if (i) AT&T Oklahoma concludes in its reasonable business judgment that IP-enabled Video Service in the City is no longer technically, economically or financially consistent with AT&T Oklahoma's business objectives; (ii) Title VI Communications Act of 1934 obligations or any similar obligations are imposed on AT&T Oklahoma; or (iii) it becomes clear that the Company must offer or provide IP-enabled Video Service pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization.

(F) AT&T Oklahoma shall determine, in its sole discretion where in the City its facilities shall be constructed, operated, maintained, repaired and upgraded to provide, and where in the City to provide its IP-enabled Video Services. However, AT&T Oklahoma agrees that it will offer a competitive video service through the technology of its choosing, which may include, but is not limited to, direct-to-home satellite service, to all residential subscribers residing within its current local telephone service footprint within the boundaries of the City, subject to density, technical feasibility, and access limitations based on standard industry practice (e.g., density limitation of thirty (30) homes per mile, authorized access to private property/developments, etc.).

4. Obligations of City. City will not attempt to nor subject the provision of AT&T Oklahoma's IP-enabled Video Service to regulation under any cable television or broadband telecommunications franchise ordinance or similar ordinance(s). In addition:

(A) City agrees to subject the construction and installation of the facilities that will be used in whole or in part to provide AT&T Oklahoma's IP-enabled Video Service to the same process and review as it subjects the installation and construction of traditional telecommunications infrastructure;

(B) City agrees not to unreasonably block, restrict, or limit the construction and installation of facilities that will be used in whole or in part to provide AT&T Oklahoma's IP-enabled Video Service;

(C) City agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with placement of communications or transmission facilities of any kind in a timely and prompt manner;

(D) AT&T Oklahoma represents and claims that its Video Service is not a "cable service" under Oklahoma or federal law. The City is entering into this agreement in reliance on this representation. In the event a court or federal agency or any governmental legislative body with jurisdiction rules or declares that AT&T Oklahoma's IP-enabled Video Service is a cable service, or that it is subject to the same laws and regulations as a cable service provider or cable television system, and if the ruling or declaration is effective and binding upon either the City or AT&T Oklahoma, this Agreement shall become null and void at the City's option.

5. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

6. Entire Agreement. This Agreement constitutes the entire agreement between City and AT&T Oklahoma with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and AT&T regarding the subject matter hereof.

7. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

8. Miscellaneous.

(A) AT&T Oklahoma and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

(B) The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

(C) Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

(D) This Agreement shall not be exclusive and the City expressly reserves the right to enter into similar agreements with any other company offering the same or similar video services at any time.

(E) The geographic area covered by this Agreement shall be the incorporated limits of the City of Yukon, Oklahoma, as such area now exists or may be modified in the future by annexation or deannexation.

(F) The parties agree that either Oklahoma County District Court (in Judicial District) or the United States District Court for the Western District of Oklahoma shall be the sole and exclusive forum for any judiciable disputes concerning this Agreement.

9. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective principals, managers, City Council members, offices, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of the _____ day of _____, 2014 ("Effective Date").

AT&T Oklahoma:

Name: Bryan Gonterman
Title: President - Oklahoma

City:

APPROVED by the City Council of The City of Yukon, Oklahoma, on the _____
day of _____, 2014.

MAYOR

ATTEST:

City Clerk

REVIEWED as to form this _____ day of _____, 2014.

Municipal Counselor



MEMORANDUM

Date: March 11, 2014

To: Honorable Mayor and City Council

From: Robbie Williams, City Engineer *RWS*

Re: CDBG – Small Cities Set Aside
Year 12 Roadway Replacement Project

We are requesting City Council consideration to authorize the City Engineer to advertise the above referenced project. This project will replace the roadway existing asphalt pavement with a new concrete pavement on 10th Street between Main Street and Cedar Avenue. We anticipate City Council consideration of award of the project at the May 6th, 2014 City Council meeting.

SPECIFICATIONS

for

**YEAR 12 – SMALL CITIES SET ASIDE
ROADWAY REPLACEMENT 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. E109.12

March 2014

APPROVAL SHEET

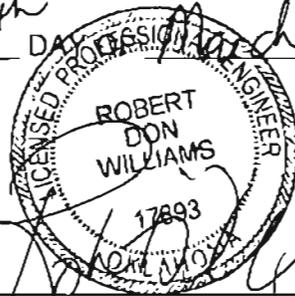
**YEAR 12 – SMALL CITIES SET ASIDE
ROADWAY REPLACEMENT PROJECT**

**for the
CITY OF YUKON
OKLAHOMA**

SUBMITTED BY

TRIAD DESIGN GROUP, INC.

THIS 11th DAY OF March, 2014



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 Friday the 11th** day of **April, 2014**, for the construction of:

YEAR 12 – SMALL CITIES SET ASIDE ROADWAY REPLACEMENT 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 **Friday** the 11th day of **April, 2014**, in the **Centennial Building Conference Room, Yukon, Oklahoma**.

A pre-bid conference will be held at the City of Yukon, Centennial Building Conference Room, 12 South 5th Street, Yukon, Oklahoma, 73085 on Friday, March 28, 2014, 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

SPECIFICATIONS

for

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ROADWAY REPLACEMENT PROJECT**

for the
**CITY OF YUKON
OKLAHOMA**



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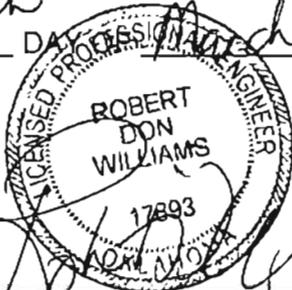
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City Clerk

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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 Super
visory 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://epls.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.arnet.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

- | | |
|-------------------------------------------------|------------------------------------------------|
| 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 SHHEDULE: 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.(f) 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

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

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 Part 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 Cuba, 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
USDL/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 no more than \$10,000 or imprisoned not more than five years, or both."

Sincerely,

Contractor

SPECIAL PROVISIONS

SPECIAL PROVISIONS

GENERAL

This project consists of furnishing labor and materials and related incidental work required to make improvements to **Year 12 – Small Cities Set Aside, Roadway Replacement 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.

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 12 - SMALL CITIES SET ASIDE
ROADWAY REPLACEMENT 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.

ATTEST:

Secretary

Principal

ATTEST:

CITY OF YUKON

Secretary

Mayor

APPROVED as to form and legality this _____ day of _____, 20____.

City Attorney

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by Principal to submit the above contract to the CITY OF YUKON. Affiant further states that Principal has not paid, given, donated or agreed to pay, give, or donate to any officer or employee of the CITY OF YUKON any money or other thing of value, either directly or indirectly, in the procuring of this contract.

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

My Commission Expires

Notary Public

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:

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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:

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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:

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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 12 - SMALL CITIES SET ASIDE
ROADWAY REPLACEMENT PROJECT
CITY OF YUKON, OKLAHOMA**

Project No. E109.12

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. E109.12**

Description: **YEAR 12 - SMALL CITIES SET ASIDE
ROADWAY REPLACEMENT 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.

ATTEST: (Corporate Seal)

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 12 - SMALL CITIES SET ASIDE
ROADWAY REPLACEMENT PROJECT
CITY OF YUKON, OKLAHOMA**

DETAILED BID FORM

YEAR 12

| Item No. | Estimated Quantity | Unit | Item | Unit Price | Item Total |
|-------------|-----------------------|------|--------------------------------------|---------------|---------------|
| 1 | 985.00 | S.Y. | 6" ODOT Type A Aggregate Base | | |
| | | | Dollars | \$ _____ | \$ _____ |
| 2 | 985.00 | S.Y. | 6" P.C. Concrete Paving | | |
| | | | Dollars | \$ _____ | \$ _____ |
| 3 | 1.00 | LSUM | Roadway Earthwork | | |
| | | | Dollars | \$ _____ | \$ _____ |
| 4 | 68.00 | L.F. | Trench Excavation and Backfill | | |
| | | | Dollars | \$ _____ | \$ _____ |
| 5 | 94.00 | S.Y. | Concrete Pavement Removal | | |
| | | | Dollars | \$ _____ | \$ _____ |
| 6 | 703.00 | S.Y. | Asphalt Pavement Removal | | |
| | | | Dollars | \$ _____ | \$ _____ |
| 7 | 409.00 | L.F. | Filter Fabric Silt Fence | | |
| | | | Dollars | \$ _____ | \$ _____ |
| 8 | 68.00 | L.F. | Remove 12" CGMP | | |
| | | | Dollars | \$ _____ | \$ _____ |
| 9 | 27.00 | S.Y. | Remove and Replace Concrete Driveway | | |
| | | | Dollars | \$ _____ | \$ _____ |

| Item No. | Estimated Quantity | Unit | Item | Unit Price | Item Total |
|----------|--------------------|------|------------------------------------|----------------|------------|
| 10 | 174.00 | L.F. | Sawcut Pavement | | |
| | | | | Dollars | \$ _____ |
| 11 | 200.00 | S.Y. | Solid Slab Sod | | |
| | | | | Dollars | \$ _____ |
| 12 | 100.00 | TON | Traffic Bound Surface Corse (TBSC) | | |
| | | | | Dollars | \$ _____ |
| 13 | 1.00 | LSUM | Traffic Control | | |
| | | | | Dollars | \$ _____ |
| | | | | YEAR 12 Total: | \$ _____ |

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

BID BOND

**YEAR 12 - SMALL CITIES SET ASIDE
ROADWAY REPLACEMENT PROJECT
CITY OF YUKON, OKLAHOMA
Triad Design Group, Inc. Project No. E109.12**

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 Attorney.

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