



CITY COUNCIL AGENDA  
November 15, 2016

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

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Yukon City Council / Yukon Municipal Authority Work Session  
Police Department – 100 S. Ranchwood  
November 15, 2016 – 5:45 p.m.

**City Council Thanksgiving Dinner will be served on November 15, 2016 at 5:45 pm,  
in the Community Room Yukon Police Department, 100 S. Ranchwood, Yukon**

**1. Budget Presentation FY 2017**

# City Council - Municipal Authority Agendas

November 15, 2016 - 7:00 p.m.

Council Chambers - Centennial Building

12 South Fifth Street, Yukon, Oklahoma

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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, November 14, 2016.

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**Invocation:** Pastor Ron Rasmussen, Christ's Church of Yukon

**Flag Salute:**

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

## Presentations and Proclamations

2016 Small Business Saturday

## 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 November 1, 2016**

**ACTION** \_\_\_\_\_

- 2A. Consider and approve Resolution No. YMA 2016-06, a resolution of the Yukon Municipal Authority directing the City Manager to make application to the City of Oklahoma City requesting annexation to the limits of the City of Oklahoma City the south 600' feet of that certain property located in the north half of Section 24, Township 12 North Range 6 West, I.M. (near Interstate 40 and Frisco Road) upon de-annexation from the limits of the City of Yukon and to make whatever action is necessary to accomplish the same.**

**ACTION** \_\_\_\_\_

- 3A. Consider approving the Statement of Consent to Annexation for a tract of land being a part of the North Half (N/2) of Section Twenty four (24), Township Twelve (12) North, Range Six (6) West of the Indian Meridian (near Interstate 40 and Frisco Road), Canadian County, Oklahoma**

**ACTION** \_\_\_\_\_

- 4A. Consider approving a Purchase and Sale Agreement between the Yukon Municipal Authority, and Butte Land Investments, LLC, for property consisting of approximately 57.71 acres of a tract of land being a part of the North Half (N/2) of Section Twenty-four (24), Township Twelve (12) North, Range Six (6) West of the Indian Meridian (near Interstate 40 and Frisco Road), Canadian County, Oklahoma, for the purchase price of \$1,327,330.00**

**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 November 1, 2016**
- B) Payment of material claims in the amount of \$221,961.29**
- C) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- D) An Agreement for Services between the City of Yukon and Project Graduation for the term of July 1, 2016 through June 30, 2017, for the amount of \$250.00, upon proper application**
- E) Setting the date for the next regular Council meeting for December 6, 2016, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

**ACTION** \_\_\_\_\_

- 2. Reports of Boards, Commissions and City Officials**
  
- 3. Consider approving the bid from Samaritan EMS to provide ambulance services to the City of Yukon at an annual cost of \$192,000, as recommended by the Fire Chief**

**ACTION** \_\_\_\_\_

- 4. Consider authorizing the City Engineer to advertise and receive bids for the 2017 Snow and Ice Plowing and Removal Services**

**ACTION** \_\_\_\_\_

- 5. Consider a motion to recess as the Yukon City Council and convene into Executive Session, for confidential communications with Tony Puckett of McAfee & Taft concerning pending litigation, as provided for in 25 OS 2003, Section 307(B)(4)**

**ACTION** \_\_\_\_\_

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

**ACTION** \_\_\_\_\_

**7. New Business**

**8. Council Discussion**

**9. Adjournment**



## PROCLAMATION

**Whereas**, Small Business Saturday was created in 2010 to celebrate over 23,000,000 small businesses in America that account for 54% of all U.S. retail sales; and

**Whereas**, locally owned businesses play an important role in preserving downtown neighborhoods and promoting community events; and

**Whereas**, independently owned small businesses boost the local economy by creating jobs, improving the quality of life for area residents, and supporting community fund-raising activities;

**Now, Therefore**, I, John Alberts, Mayor of the City of Yukon, Oklahoma do hereby proclaim, November 26, 2016, as

### **“Small Business Saturday”**

And urge our community residents and visitors to support Yukon's local merchants today and throughout the year.

Given under my hand and Seal of the City of Yukon this 15<sup>th</sup> day of November, 2016.

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John Alberts, Mayor

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Douglas A. Shivers, City Clerk

**Yukon Municipal Authority Minutes  
November 1, 2016**

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

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

**1A. YMA Consent Docket**

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

**The City Manager recommends a motion to approve:**

- A) The minutes of the regular meeting of October 18, 2016**
- B) The minutes of the special meeting of October 20, 2016**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of October 18, 2016; the minutes of the special meeting of October 20, 2016, was made by Trustee Russell and seconded by Trustee Yanda.

**The vote:**

**AYES: Russell, Yanda, McEachern, Smaistrla**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

**2A. Consider and approve Resolution No. YMA 2016-05, a resolution of the Yukon Municipal Authority declaring as surplus the real property generally described as that part of the south 600 feet of the North half of Section 24, T12N, R6W, IM sometimes referred to as the South 600 feet of the proposed sports complex, more particularly described in said Resolution and authorizing the sale of said real property at private sale as provided for in the trust indenture dated as of June 20, 1972 and utilizing the services of a commercial real estate broker; and authorizing and approving documents and contracts related thereto.**

The motion to approve Resolution No. YMA 2016-05, a resolution of the Yukon Municipal Authority declaring as surplus the real property generally described as that part of the south 600 feet of the North half of Section 24, T12N, R6W, IM sometimes referred to as the South 600 feet of the proposed sports complex, more particularly described in said Resolution and authorizing the sale of said real property at private sale as provided for in the trust indenture dated as of June 20, 1972 and utilizing the services of a commercial real estate broker; and authorizing and approving documents and contracts related thereto, was made by Trustee Smaistrla and seconded by Trustee Russell.

Mr. Crosby stated a developer has shown interest in this portion of the property adjacent to the proposed sports complex to build a hotel and indoor waterpark. Since the agreement with the City of Oklahoma City does not allow us to collect sale tax on this property, it must be de-annexed by the City of Yukon and annexed by the City of Oklahoma City. It will be put on the open market for sale.

**The vote:**

**AYES: McEachern, Russell, Smaistrla, Yanda**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

**3A. Consider approving a Commission Agreement with Caliber Property Group regarding the sale of approximately 57 acres of City Property located near Interstate 40 and Frisco Road for a fee of 3% of the gross sales price value**

The motion to approve a Commission Agreement with Caliber Property Group regarding the sale of approximately 57 acres of City Property located near Interstate 40 and Frisco Road for a fee of 3% of the gross sales price value, was made by Trustee Russell and seconded by Trustee Yanda.

Mr. Crosby stated that it was recommended by the City Attorney to hire a commercial real estate agent. Since it should be a simple sale, the city has negotiated a discounted commission of 3%.

**The vote:**

**AYES: Yanda, McEachern, Smaistrla, Russell**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

**4A. Consider approving a contract agreement with 10<sup>th</sup> and Czech Hall, LLC to provide Sanitary Sewer Service to serve the property located at the Southwest corner of NW 10<sup>th</sup> & Czech Hall Road (12200 NW 10<sup>th</sup>), located in the city limits of Oklahoma City, as recommended by the Development Services Director**

The motion to approve a contract agreement with 10<sup>th</sup> and Czech Hall, LLC to provide Sanitary Sewer Service to serve the property located at the Southwest corner of NW 10<sup>th</sup> & Czech Hall Road (12200 NW 10<sup>th</sup>), located in the city limits of Oklahoma City, as recommended by the Development Services Director, was made by Trustee Yanda and seconded by Trustee Russell.

**The vote:**

**AYES: Smaistrla, Yanda, Russell, McEachern**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

**RESOLUTION NO. – YMA 2016-06**

**A RESOLUTION OF THE YUKON MUNICIPAL AUTHORITY DIRECTING THE CITY MANAGER TO MAKE APPLICATION TO THE CITY OF OKLAHOMA CITY REQUESTING ANNEXATION TO THE LIMITS OF THE CITY OF OKLAHOMA CITY THE SOUTH 600' FEET OF THAT CERTAIN PROPERTY LOCATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 12 NORTH RANGE 6 WEST, I.M. UPON DE-ANNEXATION FROM THE LIMITS OF THE CITY OF YUKON AND TO TAKE WHATEVER ACTION IS NECESSARY TO ACCOMPLISH THE SAME.**

**WHEREAS**, the Yukon Municipal Authority is the owner of approximately 57.0325 acres more or less located in the North Half of Section 24, Township 12 North, Range 6 West, I.M.; and,

**WHEREAS**, the property is within the city limits of the City of Yukon, Oklahoma; and,

**WHEREAS**, the City of Oklahoma City has expressed its desire to incorporate the property within the limits of the City of Oklahoma City upon de-annexation from the City of Yukon, Oklahoma.

**BE IT THEREFORE RESOLVED BY THE CITY OF YUKON, OKLAHOMA:**

**SECTION 1:** That the City Manager is directed to make application on behalf of the Yukon Municipal Authority to the City of Oklahoma City requesting that upon de-annexation from the limits of the City of Yukon from the City of Oklahoma City annex the approximate 57.0325 acres more or less and described as:

A tract of land being a part of the North Half (N/2) of Section Twenty four (24), Township Twelve (12) North, Range Six (6) West of the Indian Meridian, Canadian County, Oklahoma.

With a Basis of Bearing being South 89°42'28" West, the South line of the NW/4.

**COMMENCING** at the Northeast Corner of the NE/4 of said Section 24, thence S 00°02'55"W along the East line of the NE/4 a distance of 2638.08 feet to the Southeast corner of the NE/4 ; thence S 89°41'39"W along the South line of NE/4 a distance of 50.00 feet to **POINT OF BEGINNING**; thence continuing S89°41'39"W a distance of 2581.87 feet to the SW Corner of the NE/4; thence S89°42'28"W a distance of 1163.49 feet to a point on the North Right of Way line of Interstate 40, also being a point on a non-tangent curve to the left; said curve having a delta angle of 01°50'46", a radius of 10917.96 feet, a chord bearing of N76°09'30"W, a chord distance of 351.78 feet, for an arc distance of 351.80 feet; thence continuing along said right of way N66°30'06"W a distance of 207.52 feet to a curve to the left; said curve having a delta angle of 00°38'36, a radius of 10957.96 feet, a chord bearing of N78°17'16"W , a chord distance of 122.62 feet for an arc distance of 122.62 feet; thence leaving said right of way N51°04'21"E for a distance of 261.01 feet ; thence N43°54'25"E for a distance of 199.31 feet; thence

N43°09'05"E for a distance of 136.32 feet; thence N89°42'29"E a distance of 1381.27 feet to a point of the East line of the NW/4; thence N89°41'39"E a distance of 2582.46 feet; thence S00°02'55"W a distance of 600.00 feet to the point of beginning.

Said tract contains 2484336.7568± square feet, or 57.0325 acres more or less.

**SECTION 2:** That the City Manager is vested with such authority as is necessary to accomplish the same.

Adopted and approved by the Trustees of the Yukon Municipal Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

[Seal]  
ATTEST:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY



**DATE:** October 25, 2016

**FROM:** Mitchell Hort, Director

**TO:** Jim Crosby, City Manager  
Tammy DeSpain, Asst. City Manager  
City Council

**RE:** Statement of Consent to Annexation

### **MEMORANDUM**

City Staff requests approval on the Statement of Consent for Annexation into Oklahoma City, Oklahoma City limits as part of the requirement for the land to be declared surplus.

Said tract contains 2484336.7568 square feet, or 57.0325 acres more or less, and is located near Interstate 40 and Frisco Road.

**STATEMENT OF CONSENT TO ANNEXATION**

TO THE HONORABLE MAYOR AND CITY COUNCIL  
OF THE CITY OF OKLAHOMA CITY

The undersigned being the owner/owners of all the property hereinafter described does/do hereby consent to the annexation of said property by the City Council of the City of Oklahoma City, and to its incorporation within the corporate limits of Oklahoma City. This consent does not forfeit any ownership right possessed in this property.

A tract of land being a part of the North Half (N/2) of Section Twenty four (24), Township Twelve (12) North, Range Six (6) West of the Indian Meridian, Canadian County, Oklahoma.

With a Basis of Bearing being South 89°42'28" West, the South line of the NW/4.

**COMMENCING** at the Northeast Corner of the NE/4 of said Section 24, thence S 00°02'55"W along the East line of the NE/4 a distance of 2638.08 feet to the Southeast corner of the NE/4 ; thence S 89°41'39"W along the South line of NE/4 a distance of 50.00 feet to **POINT OF BEGINNING**; thence continuing S89°41'39"W a distance of 2581.87 feet to the SW Corner of the NE/4; thence S89°42'28"W a distance of 1163.49 feet to a point on the North Right of Way line of Interstate 40, also being a point on a non-tangent curve to the left; said curve having a delta angle of 01°50'46", a radius of 10917.96 feet, a chord bearing of N76°09'30"W, a chord distance of 351.78 feet, for an arc distance of 351.80 feet; thence continuing along said right of way N66°30'06"W a distance of 207.52 feet to a curve to the left; said curve having a delta angle of 00°38'36, a radius of 10957.96 feet, a chord bearing of N78°17'16"W , a chord distance of 122.62 feet for an arc distance of 122.62 feet; thence leaving said right of way N51°04'21"E for a distance of 261.01 feet ; thence N43°54'25"E for a distance of 199.31 feet; thence N43°09'05"E for a distance of 136.32 feet; thence N89°42'29"E a distance of 1381.27 feet to a point of the East line of the NW/4; thence N89°41'39"E a distance of 2582.46 feet; thence S00°02'55"W a distance of 600.00 feet to the point of beginning.

Said tract contains 2484336.7568± square feet, or 57.0325 acres more or less.

DATED THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 2016

ATTEST:

\_\_\_\_\_  
CHAIRMAN  
YUKON MUNICIPAL AUTHORITY

\_\_\_\_\_  
SECRETARY

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "*Agreement*") is made and entered into as of the Effective Date (as defined below) by and between YUKON MUNICIPAL AUTHORITY ("*Seller*"), and BUTTE LAND INVESTMENTS, LLC, an Oklahoma Limited Liability Company ("*Buyer*"). For purposes of this Agreement, the term "*Effective Date*" shall mean the last date upon which this Agreement has been executed by both Seller and Buyer as set forth on the respective signature pages attached hereto.

### RECITALS

WHEREAS, Seller owns and desires to sell to Buyer, and Buyer desires to acquire from Seller, certain real property more particularly hereinafter described upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements herein set forth, including the foregoing recitals which the parties agree are an integral part of this Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, Seller and Buyer do hereby covenant and agree as follows:

1. AGREEMENT TO BUY AND SELL. Upon the terms and conditions set forth in this Agreement, Buyer agrees to buy from Seller and Seller agrees to sell to Buyer, all of Seller's right, title, and interest in and to that certain real property consisting of approximately 57.71 acres of tract land located to the north of I-40 and south of US Hwy 66 from Frisco Road to the west along property line in the City of Yukon, County of Canadian, State of Oklahoma, being more particularly described on Exhibit A attached hereto and depicted on Exhibit A-1 attached hereto ("*Land*"), together with and subject to any and all rights, benefits, privileges, restrictions, easements, rights-of-way, zoning ordinances, and other appurtenances used in connection with or otherwise affecting the use and enjoyment of the Land; together with the improvements, if any, in, on or under the Land (the "*Improvements*"); *less and except* all of Seller's right, title, interest and estate in and to all minerals and mineral rights of every kind (including without limitation, oil, gas and other hydrocarbon substances) on or under the Land or otherwise previously conveyed or reserved of record (the Land, Improvements and the other above-described interests are collectively referred to herein as the "*Property*").

2. EARNEST MONEY AND TITLE COMPANY. Within five (5) days following the Effective Date, Buyer shall deliver to \_\_\_\_\_ Title Company of Oklahoma, Attn: \_\_\_\_\_, at address: \_\_\_\_\_ (the "*Title Company*") the sum of **Ten Thousand Dollars (\$10,000.00)** to be deposited as earnest money and disbursed in accordance with this Agreement (the "*Earnest Money*"). The Earnest Money shall be applied towards the Purchase Price at the Closing (as defined below) or distributed as otherwise provided for herein. Buyer shall cause the Title Company to immediately confirm, by written notice to Seller and Buyer, the date of receipt of the Earnest Money. In the event the Earnest Money is not deposited within such 5-day period, this Agreement shall be terminable immediately at Seller's option and, if so terminated, neither party shall have any further rights or obligations hereunder and, for the avoidance of doubt, it is specifically agreed by the parties that, in such circumstance, any obligations or covenants in the letter of proposal dated November 2, 2016 shall immediately terminate and be of no force and effect. The amount of the Earnest Money deposit may be increased pursuant to the terms of Section 4 below.

3. PURCHASE PRICE.

a. Buyer shall pay to Seller, in consideration of the conveyance of the Property to Buyer, and subject to adjustments and prorations as expressly provided herein, the purchase price being an amount equal to **One Million Three Hundred Twenty-Seven Thousand Three Hundred Thirty Dollars (\$1,327,330.00)** (the "**Purchase Price**"), which Purchase Price shall be paid by Buyer to Seller at the Closing by cashier's check or by wire transfer of immediately available funds to an account designated by Seller.

4. RIGHT OF INSPECTION.

a. Inspection and Annexation Period. Subject to the terms of this Section 4, Buyer shall have until 5:00 P.M. (CST) on the date that is sixty (60) days after the Effective Date (the "**Inspection and Annexation Period**") to review the Property and to determine whether or not the Property is suitable to Buyer. Buyer shall have one (1) option (the "**Extension Option**") to extend the Inspection Period for an additional period of thirty (30) days. For purposes of this Agreement, the term "Inspection Period" will mean the original Inspection Period and, if applicable, the 30-day extension period granted hereunder. In the event Buyer elects to exercise the Extension Option, then prior to the expiration of the original Inspection Period, Buyer (i) must deliver written notice to Seller of Buyer's intent to exercise its Extension Option and (ii) must deliver to the Title Company the sum of Five Thousand Dollars (\$5,000.00) as an extension fee (the "**Extension Fee**") for the Extension Option. In the event the Buyer, in its sole and absolute discretion, determines the Property is not suitable for its needs, then Buyer shall have the right, upon written notice to Seller given at any time prior to the expiration of the Inspection Period, to terminate this Agreement. In the event of a timely termination by Buyer, the Earnest Money (and the Extension Fee, if applicable) shall be returned to Buyer, and this Agreement shall be of no further force or effect. Except as expressly provided otherwise in this Agreement, if Buyer fails to terminate this Agreement on or before the expiration of the Inspection Period, Buyer shall be deemed to have waived such right to terminate this Agreement and the Earnest Money (and the Extension Fee, if applicable) shall become non-refundable, but shall be applicable to the Purchase Price.

b. Right of Inspection and Indemnification. Buyer shall at all times before the expiration of the Inspection Period have the privilege of going upon the Property with its agents or engineers as needed to inspect, examine, survey and otherwise do whatever Buyer deems necessary in the engineering and planning for the use and development of the Property, including the right, at Buyer's sole risk, cost, and expense, to make soil or groundwater tests, and other tests or examinations deemed necessary by Buyer to obtain information related to surface, subsurface, topographic and environmental conditions of the Property (collectively, the "**Tests**"). Following Buyer's entry upon the Property, and in the event either party elects to terminate this Agreement pursuant to their rights hereunder, Buyer shall restore, at its sole cost and expense, any area of the Property disturbed by Buyer to its pre-existing condition. Buyer hereby agrees to defend, indemnify, hold Seller (and Seller's principals, owners, officers, directors, agents, employees, and representatives, and affiliates) and the Property harmless from and against any and all costs, expenses (including reasonable attorneys' fees), liabilities, claims, demands and causes of action arising as a result of any Tests undertaken on Buyer's behalf pursuant to the privilege granted under this Section 4. If Buyer's Tests reveal the existence of an environmental condition that, by federal, state or local law must be reported to any governmental authorities, and Buyer is made aware of such facts by its environmental consultant, Buyer shall notify Seller promptly after Buyer learns of same. Without Seller's prior written consent, Buyer shall not disclose the results of any such Tests to any person or entity other than one analyzing such results on Buyer's behalf, unless such disclosure is required by law. Upon request by Seller, Buyer shall promptly deliver to Seller copies of any Tests prepared or received by Buyer. Buyer's obligations to restore the Property to its original pre-inspection condition and to deliver the Tests to Seller under this Section 4 are conditions precedent to Buyer's right to a return of the Earnest Money and the Extension Fee (if any). Except for the performance of the Tests under this Section 4(b), Buyer shall not enter the Property to perform (or

caused to be performed) any other type of work or activity on the Property. Buyer's obligations, and Seller's right to enforce the same, under this Section 4 shall survive the Closing or the termination of this Agreement.

c. Delivery of Seller's Due Diligence Items. To the extent same are within Seller's actual possession, Seller agrees to deliver promptly to Buyer all pertinent documentation related to the Property (collectively, the "***Due Diligence Items***"). Upon termination of this Agreement, and upon written notice to Buyer, Buyer will promptly return to Seller, without retaining any copies thereof, all Due Diligence Items provided to it by Seller. Notwithstanding any provisions contained herein or in any other document or instrument to the contrary, with respect to the Due Diligence Items, Buyer acknowledges and agrees that (1) the information contained in the Due Diligence Items is general in nature, (2) Seller is providing the Due Diligence Items as an accommodation, and in no event shall Seller, its owners, affiliates, officers, employees or agents, be deemed to warrant that any information or theories contained in the Due Diligence Items are true, correct or complete, and any and all warranties, express or implied, with respect to the Due Diligence Items are hereby disclaimed, (3) Buyer shall be solely responsible for determining whether to rely on the information contained in the Due Diligence Items, and (4) in no event shall Seller, its owners, affiliates, officers, employees or agents, have any liability to Buyer or to any other party relating to the soils conditions, the environmental conditions, the Due Diligence Items, or the improvements to be constructed on the Property.

c. Insurance. Without limiting the generality of the indemnity in Section 4(b), Buyer shall maintain or cause its contractors to maintain commercial general liability insurance in amounts no less than One Million Dollars (\$1,000,000.00) per occurrence during all periods when Buyer is entitled to conduct inspection of the Property and Buyer shall cause Seller to be named as an additional insured on such insurance policy and, as a condition to commencing such inspections, Buyer shall provide Seller with evidence of such insurance prior to commencing any Tests.

## 5. TITLE MATTERS.

a. Title Commitment. As soon as commercially reasonable following the Effective Date, Seller shall deliver or cause to be delivered to Buyer a commitment for title insurance (the "***Title Commitment***") from the Title Company setting forth the status of the title of the Property and showing all matters of record affecting the Property and copies of all documents of record referred to in the Title Commitment as exceptions to title to the Property.

b. Survey. As soon as commercially reasonable following the Effective Date, Buyer shall deliver or cause to be delivered to Seller an ALTA survey (the "***Survey***") of the Property and a metes and bounds description, if applicable, prepared and certified or recertified to a current date by the engineering and surveying firm of Dodson-Thompson-Mansfield, PLLC. Such Survey shall also show, and such surveyor shall certify, the total amount of area in the Property.

c. Title Inspection.

i. Within ten (10) days after the delivery of the later of the Title Commitment and the Survey, Buyer shall notify Seller of any reasonable objections (the "***Title Objections***") with respect to the Title Commitment or the Survey based on its review of such items. All matters which Buyer does not object to within such 10-day period or which are later waived by Buyer shall be deemed "***Permitted Exceptions.***" If Buyer does not give such notice, such failure shall be deemed to be full and complete approval of the Title Commitment and the Survey and any matter disclosed therein shall be deemed Permitted Exceptions.

ii. Seller shall have no obligation to cure any of Buyer's Title Objections. Seller shall have ten (10) days after receipt of such Title Objections from Buyer to notify Buyer in writing

which of such Title Objections Seller intends to satisfy or cure. If Seller fails to give such written notice to Buyer within said 10-day period, then Seller shall be deemed to have elected to not satisfy or cure any such Title Objections. If Seller shall notify Buyer in writing that Seller does not intend to satisfy or cure (or is deemed to have elected not to satisfy or cure) any Title Objections, then Buyer may elect either (a) to terminate this Agreement by written notice to Seller, in which event, the Earnest Money and the Extension Fee (if any) shall be returned to Buyer, and this Agreement shall be of no further force or effect and Buyer and Seller shall have no further rights, obligations or liabilities hereunder, or (b) to accept title subject to such Title Objections, which shall be deemed Permitted Exceptions, and proceed to Closing.

iii. Seller shall have until the Closing to satisfy or cure only such defects and objections which Seller expressly agreed in writing to satisfy or cure as provided above. If Seller fails or refuses to cure any defects and objections which Seller has agreed to cure prior to the Closing, then, at the option of Buyer, (i) Buyer may terminate this Agreement by written notice to Seller, in which event, the Earnest Money and the Extension Fee (if any) shall be returned to Buyer, and this Agreement shall be of no further force and effect and Buyer and Seller shall have no further rights, obligations or liabilities hereunder, or (ii) Buyer may accept title to the Property subject to such Title Objections, which shall be deemed Permitted Exceptions, and proceed to Closing.

d. Title Policy. At Closing, Seller shall use commercially reasonable efforts to cause the Title Company to modify the Title Commitment so as to then reflect a current commitment by the Title Company to issue to Buyer an owner's policy of title insurance (the "**Title Policy**") in the standard form to be issued by the Title Company in the full amount of the Purchase Price, dated as of the Closing, insuring Buyer's fee simple title to the Land to be good and marketable, subject to the Permitted Exceptions and the standard printed exceptions and exclusions included in a standard form owner policy of title insurance. The Title Policy itself will be issued and delivered by the Title Company to the Buyer within a reasonable time following Closing.

e. Annexation. As soon as commercially reasonable following the Effective Date, Seller shall begin finalizing the Annexation process between the City of Oklahoma City and the City of Yukon for said property in this Purchase and Sale Agreement.

6. CLOSING. Subject to satisfaction of each party's conditions precedent set forth in this Agreement, the consummation of the sale by Seller and the purchase by Buyer of the Property (the "**Closing**") shall be held on or before the date which is Five (5) days after the expiration of the Inspection Period and Annexation Period at the office of the Title Company. Seller and Buyer agree that the Closing shall be effected by an escrow closing and agree to cooperate with one another to deliver all documents and funds required under this Agreement in escrow to the Title Company. The parties further agree that such escrow shall not close, and the documents and funds deposited with the Title Company shall not be disbursed or delivered as set forth in this Agreement until all other terms, conditions, contingencies, and requirements of this Agreement are satisfied as agreed to by both parties.

## 7. CLOSING DOCUMENTS & DELIVERIES.

a. Seller's Delivery. At the Closing, Seller shall deliver or cause to be delivered to Title Company, at Seller's sole cost and expense, each of the following:

i. A special warranty deed (the "**Deed**") conveying fee simple marketable record title to the Property to Buyer, subject only to the Permitted Exceptions.

ii. An affidavit sufficient to enable the Title Company to remove from the Title Commitment any standard exceptions for unfiled mechanics liens, materialmen's liens or other liens for services, labor or materials furnished to the Property.

iii. Such evidence or documents as may reasonably be required by Buyer or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

iv. Any and all other documents required under this Agreement or otherwise deemed reasonably necessary by Buyer, Seller, Title Company or other governmental requirements to consummate the transaction contemplated herein in accordance with the terms of this Agreement.

b. Buyer's Delivery. At the Closing, Buyer shall deliver or cause to be delivered to Title Company, at Buyer's sole cost and expense, each of the following:

i. The Purchase Price in the amount and manner required by Section 3, as adjusted in accordance with this Agreement.

ii. Such evidence or documents as may reasonably be required by Seller or the Title Company evidencing the status and capacity of Buyer and the authority of the person or persons who are executing the various documents on behalf of Buyer in connection with the acquisition of the Property.

iii. Any and all other documents required under this Agreement or otherwise deemed reasonably necessary by Buyer, Seller, Title Company or other governmental requirements to consummate the transaction contemplated herein in accordance with the terms of this Agreement.

8. TAXES, ASSESSMENTS AND PRORATIONS. The items set forth in this Section below shall be prorated at Closing ("Prorations"). The Prorations shall be reflected on the closing statement prepared by Title Company and shall serve to adjust the Purchase Price. The Prorations shall be made as of the date of Closing based on the best information and estimates available and approved by the parties. The Prorations shall be considered final and binding for all purposes absent material mistake of fact, misrepresentation, or fraud.

a. All real property ad valorem taxes and other assessments applicable to the Property shall be prorated as of the date of the Closing between Seller and Buyer, said proration to be based upon the most recently available tax rate and valuation with respect to the Property.

b. Prepaid water, sewer, and other utility charges allocable to the period from and after the Closing shall be credited to Seller, and accrued and unpaid water, sewer, and other utility charges allocable to the period prior to the Closing shall be credited to Buyer.

9. CLOSING COSTS. The items set forth in this Section below shall be reflected on the closing statement prepared by Title Company and shall serve to adjust the Purchase Price (except for each party's attorney fees which may be paid outside of escrow and Closing).

a. Seller shall, at the Closing, pay all documentary taxes due and payable in connection with the recording of the Deed, and Seller's attorney's fees and expenses.

b. Buyer shall, at the Closing, pay the recording fees with respect to the Deed, all title examination fees and the cost of the Title Policy (including the cost of any extended coverage, endorsements, or other modifications), and Buyer's attorney's fees and expenses.

c. The cost of the Survey and any other closing fees charged by the Title Company for services rendered in connection with the Closing shall be borne and paid one hundred percent (100 %) by Buyer at Closing.

d. The cost of preparing the Plans, completing the Rezoning, and the cost of the Plat Map shall be borne and paid one hundred percent (100%) by Buyer.

10. WARRANTIES AND REPRESENTATIONS

a. Warranties and Representations of Seller. Seller, to the best of its knowledge, does hereby warrant and represent to Buyer the following:

i. Seller owns marketable fee simple record title to the Property, subject to matters of record.

ii. Seller has been duly organized, validly exists, and is in good standing in the state in which it was formed. Seller has full right, power, and authority to execute and deliver this Agreement and to consummate the purchase and sale transactions provided for herein without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties. The individual signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement, when executed and delivered by Seller and Buyer, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

iii. There are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, pending or threatened against the Property, or any portion or portions thereof, or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality, including, without limitation, any condemnation or eminent domain proceedings.

iv. Seller is not a party to any contract, agreement, or commitment to sell, convey, assign, transfer or otherwise dispose of any portion of the Property.

v. Seller has not received any notice that the Property or any portion or portions thereof is or will be subject to or affected by any special assessments, whether or not presently a lien thereon.

vi. Seller has not received any notice of a violation or breach of any ordinance, code, law, rule, requirement or regulation applicable to the Property.

vii. Seller has not used or operated the Property in any manner for the storage use, treatment, manufacture or disposal of any Hazardous Materials (as defined below). For purposes hereof, the term "*Hazardous Materials*" shall mean and refer to any "hazardous waste" or "hazardous substance," as such terms are set forth in, under or pursuant to any federal, state or local laws now or hereafter in effect relating to pollution or protection of the environment or emissions, discharges, spills, releases or threatened releases of any Hazardous Substance into the environment.

Seller shall take, or cause to be taken, all action necessary to cause the foregoing warranties and representations to remain true and correct, in all respects, continuously from the Effective Date through the date of the Closing, and shall refrain from taking any action which may cause, or threaten to cause, any such warranties and representations to become incorrect or untrue at any time during such period. Buyer's obligations to acquire the Property shall be conditioned upon such representations remaining true and correct as of the date of the Closing. All such representations and warranties shall be reaffirmed by Seller as true and correct as of the date of the Closing and shall survive the Closing for a period of six (6) months. Warranties and Representations of Buyer. Buyer, to the best of its knowledge, does hereby expressly warrant and represent to Seller the following:

viii. Buyer has been duly organized, validly exists, and is in good standing in the state in which it was formed. Buyer has full right, power, and authority to execute and deliver this Agreement and to consummate the purchase and sale transactions provided for herein without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties. The individual signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto. This Agreement, when executed and delivered by Seller and Buyer, will constitute the valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms.

ix. There are no actions, suits, claims, assessments, or proceedings pending or threatened that could materially adversely affect Buyer's ability to perform hereunder.

Buyer shall take, or cause to be taken, all action necessary to cause the foregoing warranties and representations to remain true and correct, in all respects, continuously from the Effective Date through the date of the Closing, and shall refrain from taking any action which may cause, or threaten to cause, any such warranties and representations to become incorrect or untrue at any time during such period. Seller's obligations to sell the Property shall be conditioned upon such representations remaining true and correct as of the date of the Closing. All such representations and warranties shall be reaffirmed by Buyer as true and correct as of the date of the Closing and shall survive the Closing for a period of six (6) months. Buyer shall and does hereby indemnify against and hold Seller harmless from any loss, damage, liability and expense, together with all court costs and attorneys' fees, if awarded by a court of law, which Sellers may incur, by reason of any misrepresentation by Buyer or any breach of any of Buyer's warranties or covenants; provided, however, that any claim against Buyer for a violation or alleged violation of this Section shall be asserted within six (6) months following Closing.

#### 11. DISCLAIMER OF WARRANTIES.

a. BUYER HEREBY EXPRESSLY ACKNOWLEDGES THAT BUYER HAS OR WILL HAVE, PRIOR TO THE END OF THE INSPECTION PERIOD, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS, AND THAT BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY UPON SAME, AND, UPON CLOSING, WILL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS ACQUIRING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. BUYER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY SELLER OR ITS AGENTS OR REPRESENTATIVES, EXCEPT FOR THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON THE CLOSING, BUYER AGREES TO ASSUME ALL RISK AND LIABILITY (AND AGREES THAT SELLER WILL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY.

b. WITHOUT LIMITING THE PROVISIONS OF SECTION 11(A), AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AS TO MATTERS OF TITLE, ZONING, COMPLIANCE WITH STATUTES, LAWS, REGULATIONS, OR ORDINANCES, TAX CONSEQUENCES,

PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (I) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, AND (II) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. BUYER FURTHER ACKNOWLEDGES THAT SELLER HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE PROPERTY NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY, BUILDING, ZONING OR PLATTING CODES, OR ENVIRONMENTAL LAW OR LAWS OF THE STATE, COUNTY, OR CITY IN WHICH THE PROPERTY IS LOCATED OR ANY OTHER AUTHORITY OR JURISDICTION.

c. THE TERMS AND PROVISIONS OF THIS SECTION 11 WILL EXPRESSLY SURVIVE THE CLOSING AND WILL NOT MERGE INTO THE DEED AND OTHER DOCUMENTS TO BE DELIVERED BY SELLER TO BUYER AT CLOSING.

12. POSSESSION OF PROPERTY. Seller shall deliver to Buyer full and exclusive possession of the Property on the date of Closing, subject to the terms of this Agreement and the Permitted Exceptions.

13. DEFAULTS.

a. Seller Default. If Seller is in default under this Agreement (and Seller has failed to promptly cure such default after receipt of written notice from Buyer regarding such default), then Buyer may either (i) enforce specific performance hereunder or (ii) terminate this Agreement by written notice to Seller and Title Company and obtain the return of the Earnest Money and the Extension Fee (if any), whereupon all rights and obligations created hereby shall terminate and be of no further force or effect whatsoever. If Buyer elects to enforce specific performance hereunder, it must file suit in the appropriate court within 180 days after the scheduled date of Closing (and Buyer's failure to do so will constitute a waiver and irrevocable election by Buyer to not pursue its remedy of specific performance hereunder). The remedies set forth in this Section 13(a) are Buyer's sole and exclusive remedies. In no event will Seller ever be liable to Buyer hereunder for any punitive, speculative, or consequential damages.

b. Buyer Default. If the sale is not consummated because of a default on the part of Buyer, then Seller may terminate this Agreement by written notice to Buyer and Title Company and thereby obtain the Earnest Money and the Extension Fee (if any) as liquidated damages for Buyer's default. Such amounts are agreed upon by and between Seller and Buyer, and are a material inducement to Seller's execution of this Agreement, as reasonable due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof. The remedy set forth in this Section 13(b) is Seller's sole and exclusive remedy for the sale not being consummated due to a default by Buyer. However, nothing contained in this Section 13(b) limits Buyer's liability for a default in the performance of any representations, covenants, indemnities or obligations that survive the Closing or the termination of this Agreement, and Seller will have the right to pursue any remedies available at law or in equity against Buyer for a breach of such obligations. In no event will Buyer ever be liable to Seller hereunder for any punitive, speculative, or consequential damages.

c. Legal Fees. In the event any suit is instituted to enforce the terms of this Agreement, the prevailing party shall have the right to recover, in addition to all other remedies or damages, all of such party's expenses and costs incurred by reason of such litigation (including, but not limited to, attorney's fees, court costs, expert witness fees, and costs of suit preparation through all trial and appellate levels and post-judgment proceedings).

14. CONDEMNATION. If the Property or any portion or portions thereof shall be taken or condemned by any governmental authority or other entity prior to the date of the Closing, or in the event

Buyer receives notice of a proposed taking prior to the date of the Closing, then Buyer shall have the option of either (a) terminating this Agreement by giving written notice thereof to Seller, whereupon, the Earnest Money and the Extension Fee (if any) shall be returned to Buyer and this Agreement and all rights and obligations created hereunder shall be of no further force or effect, or (b) requiring Seller to convey the remaining portion of the Property to Buyer pursuant to the terms and provisions hereof and to transfer and assign to Buyer at the Closing all of Seller's right, title and interest in and to any award made or to be made by reason of such condemnation. Seller and Buyer hereby further agree that Buyer shall have the right to participate in all negotiations with any such governmental authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such governmental authority or other entity.

15. BROKERS. The parties acknowledge that Caliber Property Group ("**Broker**") represents the transaction in connection with this Agreement. Upon the Closing, and only in the event of the Closing, Seller shall pay the Broker a real estate sales commission pursuant to separate agreement. Each party represents and warrants that, except as set forth above, it has not engaged the services of or dealt with any broker, salesperson or other person or entity who may claim a commission or other payment in conjunction with this Agreement. The provisions of this Section shall survive Closing or termination of this Agreement.

16. NOTICES. Any notice under this Agreement must be in writing and must be sent to the appropriate notice address by (a) personal delivery, (b) a recognized overnight courier, (c) United States mail, postage prepaid, certified mail, return receipt requested, (d) facsimile with either electronic or telephonic verification of receipt, so long as the original of the facsimile notice is deposited in the United States mail within one (1) business day after the fax notice is sent, or (e) electronic mail ("e-mail"), so long as the original of the e-mail notice is deposited in the United States mail within one (1) business day after the e-mail is sent. Notice by personal delivery or overnight courier will be effective upon receipt, notice by mail will be effective upon deposit in the United States mail in the manner above described and notice by facsimile or e-mail will be effective upon electronic or telephonic verification of receipt. Any party may change its notice address by delivering appropriate written notice to the other party. The notice addresses for Seller and Buyer are set forth on their respective signatures pages at the end of this Agreement.

17. CONFIDENTIALITY. Except as otherwise provided herein, Seller and Buyer agree not to disclose to the public or to any third party any information regarding the terms of this Agreement. Notwithstanding the foregoing, Seller and Buyer may disclose any aspect of this if required under applicable law or required in order to perform the party's respective obligations arising under this Agreement. Furthermore, Seller and Buyer may disclose such matters on a confidential basis to any attorneys, accountants, professional consultants, financial advisors, partners, investors or potential investors, or lenders or potential lenders to the extent necessary to complete the transaction contemplated by this Agreement. The provisions of this Section will survive any termination or cancellation of this Agreement.

18. OTHER CONTINGENCIES. Seller's obligation to close the transaction shall also be conditioned upon Seller satisfying itself on or before the Closing that the following conditions are met:

a. Construction Plans.

i. Buyer covenants and agrees to deliver Buyer's Plans (as defined below) to Seller within thirty (30) days after the Effective Date. Seller agrees to approve or reject the Plans submitted no later than fifteen (15) days from the date of Seller's receipt of such Plans. In the event Seller fails to respond within said 15-day period, Buyer shall provide Seller with a written reminder notice. If Seller fails to respond within five (5) days after receipt of such reminder notice, the Plans shall be deemed approved as submitted. The parties agree that obtaining such Plans in a form that is satisfactory to Seller is a condition precedent to Seller's obligation to proceed to Closing.

ii. For purposes of this Agreement, the term "**Plans**" shall mean Buyer's proposed plans, elevations, building façade, site plans, civil engineering, all signage (including on the building or any monument or pylon signage), and other similar items related to Buyer's development and use of the Property, and as otherwise required to be delivered to the approving parties prior to commencing any work on the Property under the terms of any applicable Restrictions. Without limiting the foregoing, Buyer acknowledges that the Plans will also include the engineering plans necessary (i) for the Property to be rezoned, platted and otherwise approved by the appropriate government authorities, (ii) to grade the surface area of the Property, (iii) to bring sufficient utilities to the boundary of the Property, (iv) to cause or permit street access to the Property, and (v) to plan the lighting, fencing and landscaping of the Property.

iii. Seller's approval of Buyer's Plans shall not constitute an assumption of responsibility for the accuracy, structural integrity, or sufficiency of such Plans, nor shall such approval constitute a representation or warranty that the Plans comply with the Restrictions or any governmental requirements, nor shall such approval ensure any approvals as required under the Restrictions will be obtained from any third party. In no event, shall Seller be liable for any injury, damages, loss, or otherwise arising out of or in connection with the approval or disapproval (or failure to approve or disapprove) of any Plans submitted by Buyer under this Agreement.

iv. Buyer agrees to bear and pay one hundred percent (100%) of the responsibility and costs of designing and constructing at least one (1) but not more than two (2) of the ponds reflected in the City of Yukon Athletic Complex Master Plan. Plans shall be reviewed and agreeable to the City of Yukon.

v. Buyer agrees to grant ingress and egress across the said property in this Purchase and Sale Agreement (57.71 acres) to the City of Yukon.

b. Zoning. The parties acknowledge and agree that the Property may need to be rezoned to accommodate Buyer's intended use of the Property, Seller's intended use of the land adjacent to the Property, and as otherwise contemplated under this Agreement (the "**Rezoning**"). In furtherance thereof, the parties agree to cooperate and work together in good faith in connection with obtaining the Rezoning prior to Closing; provided, Buyer's consent shall not be unreasonably withheld, conditioned or delayed.

c. Restrictions and Annexation. Seller reserves the right, in its sole discretion, to take such steps as Seller deems necessary prior to Closing to de-annex said property to this Purchase and Sale Agreement (57.71 acres) from the City of Yukon and to pursue annexation into the limits of the City of Oklahoma City and bring land adjoining the Property that is owned by Seller under the scope of the Restrictions and/or to amend such Restrictions to facilitate existing and future adjoining development. Seller also reserves the right, in its sole discretion, to prepare and file one or more other instruments of record against the Property and/or adjoining property prior to Closing to facilitate existing and future adjoining development. The parties agree to work together in good faith to agree to the terms and conditions of any such amendments and/or additional instruments; provided, Buyer's consent shall not be unreasonably withheld, conditioned or delayed. In all such events, Buyer acknowledges and agrees that the Restrictions shall be filed of record prior to the Deed and shall run with the title to the Property and, therefore, Buyer shall take ownership of the Property subject to the Restrictions and any other Permitted Exceptions. The parties agree that obtaining such Restrictions in a form that is satisfactory to Seller is a condition precedent to Seller's obligation to proceed to Closing. For purposes of this Agreement, the term "Restrictions" shall also mean the Restrictions and any amendments thereto or additional instruments contemplated by this paragraph.

d. Plat Work. The parties agree to cooperate and work together in good faith to obtain the necessary plat map of the Property (and adjoining land owned by the Seller as may be applicable and determined by Seller in its sole discretion), which is acceptable to both parties and is in a form as required by the City of Yukon and/or the Title Company (the "**Plat Map**"), prior to Closing; provided, Buyer's consent

shall not be unreasonably withheld, conditioned or delayed. In all such events, Buyer acknowledges and agrees that the Plat Map shall be filed of record prior to the Deed and shall run with the title to the Property and, therefore, Buyer shall take ownership of the Property subject to the Plat Map and any other Permitted Exceptions. The parties agree that obtaining such Plat Map in a form that is satisfactory to Seller is a condition precedent to Seller's obligation to proceed to Closing.

19. Development Fees. Notwithstanding anything in this Agreement to the contrary, Buyer shall be solely responsible for the cost and expense of Buyer's development and construction of improvements in, on, or to the Property and for the payment of all impact fees, traffic fees or trip fees, development fees, taxes (ad valorem or otherwise), detention/retention fees, or any other similar type of fees or assessments imposed by any governmental authority with respect to Buyer's development, use, and ownership of the Property.

20. EXHIBITS. The following exhibits attached to this Agreement are hereby incorporated and are made a part hereof by reference thereto in this Agreement:

Exhibit A:      Legal Description of the Land

*[Signature pages to follow.]*

IN WITNESS WHEREOF, Buyer has caused this Purchase and Sale Agreement to be executed by its duly authorized officer this 9<sup>th</sup> day of November, 2016.

**"BUYER":**

**BUTTE LAND INVESTMENTS, LLC**  
an Oklahoma Limited Liability Company

By:   
Name: Scott Myrick  
Title: Manager (sole owner)

Buyer's notice address:

Butte Land Investments, LLC  
Attn: Scott Myrick  
508 W. Vandament Ave, Suite 310  
Yukon, Oklahoma 73099  
E-mail: Smyrick145@aol.com

IN ACCEPTANCE HEREOF, Seller has caused this Purchase and Sale Agreement to be executed by its duly authorized officer this \_\_\_ day of \_\_\_\_\_, 2016.

“SELLER”:

**YUKON MUNICIPAL AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Seller’s notice address:

Yukon Municipal Authority  
Attn: Jim Crosby  
500 W Main  
Yukon, Oklahoma 73099  
E-mail: [tdepain@cityofyukonok.gov](mailto:tdepain@cityofyukonok.gov)

**EXHIBIT A**

**Legal Description of Land**

A tract of land being a part of the North Half (N/2) of Section Twenty-four (24), Township Twelve (12) North, Range Six (6) West of the Indian Meridian, Canadian County, Oklahoma.

With a Basis of Bearing being South 89°42'28" West, the South line of the NW/4.

**COMMENCING** at the Northeast Corner of the NE/4 of said Section 24, thence S 00°02'55"W along the East line of the NE/4 a distance of 2038.08 feet to the POINT OF BEGINNING; thence continuing S00°2'55"W a distance of 600.00 feet to the SE Corner of the NE/4; thence along said South line S89°41'39"W a distance of 2632.46 feet to the SW Corner of the NE/4; thence S89°42'28"W a distance of 1163.49 feet to a point on the North Right of Way line of Interstate 40, also being a point on a non-tangent curve to the left; said curve having a delta angle of 01°50'46", a radius of 10917.96 feet, a chord bearing of N76°09'30"W, a chord distance of 351.78 feet, for an arc distance of 351.80 feet; thence continuing along said right of way N66°30'06"W a distance of 207.52 feet to a curve to the left; said curve having a delta angle of 00°38'36, a radius of 10957.96 feet, a chord bearing of N78°17'16"W, a chord distance of 122.62 feet for an arc distance of 122.62 feet; thence leaving said right of way N51°04'21"E for a distance of 261.01 feet; thence N43°54'25"E for a distance of 199.31 feet; thence N43°09'05" for a distance of 136.32 feet; thence N89°42'29"E a distance of 1381.27 feet to a point of the East line of the NW/4; thence N89°41'39"E a distance of 2632.46 feet to the point of beginning.

Said tract contains 2,513,978.28 ± square feet, or 57.71 acres more or less.

**Yukon City Council Minutes  
November 1, 2016**

The Yukon City Council met in regular session on November 1, 2016 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Pastor Jann Osborn, First Christian Church Yukon  
The flag salute was given in unison.

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

OTHERS PRESENT:  
Jim Crosby, City Manager  
Doug Shivers, City Clerk  
Gary Cooper, IT Director  
Jason Beal, Deputy City Clerk  
Jerome Brown, IT  
John Corn, Police Chief  
Tammy DeSpain, Asst. City Manager  
Robbie Williams, Triad  
Arnold Adams, Public Works Director  
Mitchell Hort, Dev. Serv. Director  
Bill Stover, Sanitation Services Director

**Presentations and Proclamations**

None

**Visitors**

Pastor Jann Osborn, First Christian Church Yukon, invited all to the Community Thanksgiving Event hosted by the Ministerial Alliance on November 17<sup>th</sup> at 7 PM at Christ’s Church of Yukon to benefit Compassionate Hands and the Manna Pantry.

(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 October 18, 2016**
- B) The minutes of the special meeting of October 20, 2016**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of October 18, 2016; the minutes of the special meeting of October 20, 2016, was made by Trustee Russell and seconded by Trustee Yanda.

**The vote:**

**AYES: Russell, Yanda, McEachern, Smaistrla**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

- 2A. Consider and approve Resolution No. YMA 2016-05, a resolution of the Yukon Municipal Authority declaring as surplus the real property generally described as that part of the south 600 feet of the North half of Section 24, T12N, R6W, IM sometimes referred to as the South 600 feet of the proposed sports complex, more particularly described in said Resolution and authorizing the sale of said real property at private sale as provided for in the trust indenture dated as of June 20, 1972 and utilizing the services of a commercial real estate broker; and authorizing and approving documents and contracts related thereto.**

The motion to approve Resolution No. YMA 2016-05, a resolution of the Yukon Municipal Authority declaring as surplus the real property generally described as that part of the south 600 feet of the North half of Section 24, T12N, R6W, IM sometimes referred to as the South 600 feet of the proposed sports complex, more particularly described in said Resolution and authorizing the sale of said real property at private sale as provided for in the trust indenture dated as of June 20, 1972 and utilizing the services of a commercial real estate broker; and authorizing and approving documents and contracts related thereto, was made by Trustee Smaistrla and seconded by Trustee Russell.

Mr. Crosby stated a developer has shown interest in this portion of the property adjacent to the proposed sports complex to build a hotel and indoor waterpark. Since the agreement with the City of Oklahoma City does not allow us to collect sale tax on this property, it must be de-annexed by the City of Yukon and annexed by the City of Oklahoma City. It will be put on the open market for sale.

**The vote:**

**AYES: McEachern, Russell, Smaistrla, Yanda**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

- 3A. Consider approving a Commission Agreement with Caliber Property Group regarding the sale of approximately 57 acres of City Property located near Interstate 40 and Frisco Road for a fee of 3% of the gross sales price value**

The motion to approve a Commission Agreement with Caliber Property Group regarding the sale of approximately 57 acres of City Property located near Interstate 40 and Frisco Road for a fee of 3% of the gross sales price value, was made by Trustee Russell and seconded by Trustee Yanda.

Mr. Crosby stated that is was recommended by the City Attorney to hire a commercial real estate agent. Since it should be a simple sale, the city has negotiated a discounted commission of 3%.

**The vote:**

**AYES: Yanda, McEachern, Smaistrla, Russell**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

- 4A. Consider approving a contract agreement with 10<sup>th</sup> and Czech Hall, LLC to provide Sanitary Sewer Service to serve the property located at the Southwest corner of NW 10<sup>th</sup> & Czech Hall Road (12200 NW 10<sup>th</sup>), located in the city limits of Oklahoma City, as recommended by the Development Services Director**

The motion to approve a contract agreement with 10<sup>th</sup> and Czech Hall, LLC to provide Sanitary Sewer Service to serve the property located at the Southwest corner of NW 10<sup>th</sup> & Czech Hall Road (12200 NW 10<sup>th</sup>), located in the city limits of Oklahoma City, as recommended by the Development Services Director, was made by Trustee Yanda and seconded by Trustee Russell.

**The vote:**

**AYES: Smaistrila, Yanda, Russell, McEachern**

**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 October 18, 2016**
- B) The minutes of the special meeting of October 20, 2016**
- C) Payment of material claims in the amount of \$672,920.54**
- D) Appointment of Nick Grba to the Planning Commission, representing Ward 1, as recommended by Council Member Richard Russell**
- E) Setting the date for the next regular Council meeting for November 15, 2016, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

The motion to approve the Consent Docket, consisting of the approval of the minutes of the regular meeting of October 18, 2016; the minutes of the special meeting of October 20, 2016; payment of material claims in the amount of \$672,920.54; appointment of Nick Grba to the Planning Commission, representing Ward 1, as recommended by Council Member Richard Russell; setting the date for the next regular Council meeting for November 15, 2016, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member Smaistrila and seconded by Council Member Russell.

**The vote:**

**AYES: Yanda, Russell, McEachern, Smaistrila**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

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

**3. Consider approving the specifications and authorizing the City Engineer to advertise and receive bids providing unit pricing for the 2017 Concrete and Asphalt Paving, Drainage, Water and Sewer Projects Contract**

The motion to approve the specifications and authorizing the City Engineer to advertise and receive bids providing unit pricing for the 2017 Concrete and Asphalt Paving, Drainage, Water and Sewer Projects Contract, was made by Council Member Russell and seconded by Council Member Yanda.

**The vote:**

**AYES: McEachern, Russell, Smaistrla, Yanda**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

**4. Consider accepting the 2016-2017 Oklahoma Highway Safety Office (OHSO) Grant and executing the contract via OKGrants Online System, as recommended by the Police Chief**

The motion to accept the 2016-2017 Oklahoma Highway Safety Office (OHSO) Grant and executing the contract via OKGrants Online System, as recommended by the Police Chief, was made by Council Member Yanda and seconded by Council Member Smaistrla.

**The vote:**

**AYES: Smaistrla, Yanda, McEachern, Russell**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

**5. New Business – There was no new business.**

**6. Council Discussion**

**Council Member Yanda** welcomed Nick Grba to the Planning Commission.

**Council Member Smaistrla** welcomed Nick Grba to the Planning Commission and thanked all those in attendance.

**Council Member Russell** welcomed Nick Grba to the Planning Commission and thanked Pastor Jann Osborn. Thanked Chief Corn and Yukon Police for a safe Halloween.

**Council Member McEachern** reported the railroad crossing on Main Street should be open soon. Invited the public to the following upcoming Special Events: 11/4: Patriot Project; 11/5: Pumpkin Harvest Craft Festival and Friends of the Library Book Sale; 11/17: Reserved tickets go on sale for the Sounds of the Season; 11/18: All general admission and reserved tickets for the Sounds of the Season go on sale; 11/19: Library Silent Auction closes, Chill Your Cheeks 5k Run, Jingle Walk, Kris Kringle Karnival and Opening of Christmas in the Park.

**7. Adjournment**

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**John Alberts, Mayor**

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**Doug Shivers, City Clerk**



## RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	69,743.87
36	Sales Tax Claims		24,795.21
46	Municipal Court		416.00
64	Special Revenue Fund		19,475.88
70	Water & Sewer Enterprise		107,168.44
71	Sanitation Enterprise		238.14
74	Grant Fund		123.75
		\$	<u>221,961.29</u>

The above foregoing claims have been passed and approved  
this 15th day of November 2016 by the Yukon City Council.

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Doug Shivers, City Clerk

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John Alberts, Mayor

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 101		LEGISLATIVE				
17-68302	01-00102	City of Yukon (JPMC) FIN	study session dinner	10/2016	Logans 10/20/15	117.87
			study session dinner	11/2016	Alfredos 11/01/16	184.00
17-68303	01-05342	Canadian Cty Clerk	Easement filing	10/2016	R474999	15.00
17-68304	01-05342	Canadian Cty Clerk	filing-02 E Main St	10/2016	R477627	13.00
			filing-104 Cornwell	10/2016	R477628	13.00
			filing-1409 Wilcox	10/2016	R477629	13.00
			filing-304 Amanda	10/2016	R477630	13.00
			filing-812 Maple	10/2016	R477631	13.00
			filing-1101 Moose	10/2016	R477632	13.00
			filing-1401 Lakeshore	10/2016	R477633	13.00
17-68305	01-05342	Canadian Cty Clerk	filing-812 Glenwood	11/2016	R479717	13.00
			filing-812 Glenwood	11/2016	R479718	13.00
			filing-812 Glenwood	11/2016	R479719	13.00
17-68306	01-31400	McAfee & Taft	Prof Srvcs-10/25/16	10/2016	496681	3,051.50
17-68109	01-39580	The Piedmont-Surrey Gazette	Advertising	10/2016	OC2710	895.00
			Advertising	10/2016	PSG4253	895.00
17-68309	01-50700	Triad Design Group	A/E Srvcs-10/25/16	10/2016	9830	3,685.50
			A&E CDBG Yr 13 close	10/2016	9830	150.25
17-68310	01-62200	Yukon Chamber of Commerce	Contract Srvcs-NV16	11/2016	10964	2,500.00
17-68348	01-62200	Yukon Chamber of Commerce	Sponsorship-Gala/Auc	11/2016	10968	1,800.00
17-68311	01-62900	Yukon Review Inc.	legal ad-PlanComm/CUP	10/2016	8889	140.00
17-68231	01-70500	James Crosby	Reimb parking	10/2016	6103	6.00
DEPARTMENT TOTAL:						13,570.12
DEPARTMENT: 102		ADMINISTRATION				
17-68177	01-00101	City of Yukon (JPMC) ADM	Food supplies	9/2016	7 Eleven 09/13/16	4.97
DEPARTMENT TOTAL:						4.97
DEPARTMENT: 104		FINANCE				
17-66882	01-00102	City of Yukon (JPMC) FIN	office supplies	10/2016	Staples 55345	6.79
DEPARTMENT TOTAL:						6.79

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 106		FIRE DEPARTMENT				
17-67667	01-00105	City of Yukon (JPMC) FD	bungee cords,rope	10/2016	Wal-Mart 04308	84.74
17-68122	01-00105	City of Yukon (JPMC) FD	training dry erase wrksht	10/2016	Yukon Trop 1016294	180.00
17-68234	01-00105	City of Yukon (JPMC) FD	file folders,pens	11/2016	Staples 56707	104.21
17-67757	01-30600	Lowe's Companies, Inc.	nozzels, garden hose ends	11/2016	15916	158.43
17-68211	01-30600	Lowe's Companies, Inc.	Washer for St 1	10/2016	99446	596.59
17-67792	01-91308	Myder Fire Support, LLC	annual pump testing	10/2016	ML02585	2,711.50
DEPARTMENT TOTAL:						3,835.47
DEPARTMENT: 107		POLICE DEPARTMENT				
17-67679	01-00111	City of Yukon (JPMC) PD	office supplies	10/2016	Staples 7164686969	188.39
17-67762	01-00111	City of Yukon (JPMC) PD	prisoner meals	10/2016	Wal-Mart 08299	88.26
			prisoner meals	10/2016	Wal-Mart 01531	100.34
17-68002	01-00111	City of Yukon (JPMC) PD	pop-off valve-wtr heater	10/2016	Locke Sup 29760756	335.68
17-68075	01-00111	City of Yukon (JPMC) PD	cat litter	10/2016	Wal-Mart 05220	48.86
17-68087	01-00111	City of Yukon (JPMC) PD	light bulbs for PD	10/2016	Locke Sup 29833555	118.20
17-68132	01-00111	City of Yukon (JPMC) PD	prisoner meals	10/2016	Wal-Mart 01532	105.78
17-68166	01-00111	City of Yukon (JPMC) PD	motor for heater	10/2016	Carrier E 37139622	300.14
17-68172	01-00111	City of Yukon (JPMC) PD	shipping of tests	10/2016	Staples 54056	31.80
17-68245	01-00111	City of Yukon (JPMC) PD	toilet for Animal Control	11/2016	Locke Sup 29961562	100.09
			toilet for Animal Control	11/2016	Locke Sup 29976745	14.35
17-67868	01-22550	International Public Manageo	officer exams	9/2016	19975-J9X4S8	875.00
17-68171	01-30600	Lowe's Companies, Inc.	cat food storage	10/2016	43768	28.49
17-68282	01-36720	OK Dept of Public Safety	OLETS user fee-Oct16	11/2016	04-1702141	350.00
			OLETS user fee-Nov16	11/2016	04-1703082	350.00
17-68283	01-57776	West Yukon Animal Hospita	Sep/Oct vet service	11/2016	11/01/16	76.40
17-67102	01-90700	GT Distributors, Inc	Duty/practice ammo	9/2016	INV0588856	6,350.40
			Duty/practice ammo	10/2016	INV0591373	330.80
17-68221	01-91518	OSPOA	2017 membership-Corn	10/2016	10/28/16	50.00
DEPARTMENT TOTAL:						9,842.98
DEPARTMENT: 108		STREET DEPARTMENT				
17-68173	01-01352	Safety Pro Products	safety glasses	10/2016	3173	48.00
17-68055	01-04477	Brewer Construction Oklahom	storm sewer repair	11/2016	2016-17	15,505.00
17-67779	01-30600	Lowe's Companies, Inc.	bits-traffic counters	10/2016	14205	24.66
			adhesive-traffic counters	10/2016	14205	4.07
DEPARTMENT TOTAL:						15,581.73

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 109		MUNICIPAL COURT				
17-68199	01-00106	City of Yukon (JPMC) CRT	Office Supplies	10/2016	Staples 7165008703	140.72
17-68294	01-16446	Tom C. Gibson, P.L.L.C.	Oct'16 Juv Pub Defender	11/2016	October 2016	225.00
17-68312	01-58100	Wheatley Segler Osby & Mill	Professional Services	11/2016	17180	148.00
17-68293	01-58115	Wheatley Segler Osby & Mill	Mun.Prosecution	11/2016	17180	1,165.50
DEPARTMENT TOTAL:						1,679.22
DEPARTMENT: 111		TECHNOLOGY				
17-68178	01-00123	City of Yukon (JPMC) TECH	Phone Internet & LD Srvc	10/2016	Cox 10/19/16	2,469.44
17-68198	01-00123	City of Yukon (JPMC) TECH	Display Port to HDMI Adpt	10/2016	CDW-G FTN7185	91.10
17-68219	01-00123	City of Yukon (JPMC) TECH	AT&T Phone Service	10/2016	ATT 10/21/16	655.66
17-68229	01-00123	City of Yukon (JPMC) TECH	UPS Replacement batteries	10/2016	Batteri 0005303172	159.60
17-68242	01-00123	City of Yukon (JPMC) TECH	ship Brazos ticket writer	11/2016	Staples 56706	11.15
17-68270	01-00123	City of Yukon (JPMC) TECH	Copier Rental & Copy Fees	11/2016	Superior Off 12726	2,043.45
			Copier Rental & Copy Fees	11/2016	Superior Off 12727	1,186.56
17-68288	01-51740	Tyler Technologies, Inc.	System Mgmt Services	11/2016	025-171848	578.81
17-68253	01-90320	Comtec Electronic Systems,	Alarm Monitoring	11/2016	205854	60.00
DEPARTMENT TOTAL:						7,255.77
DEPARTMENT: 112		DEVELOPMENT SERVICES				
17-67716	01-00107	City of Yukon (JPMC) DEV	SRboots-E.Blalock	10/2016	Langston's 62378	150.00
			boots-D.Laidley	10/2016	Red Wing 389654	169.99
			boots-J.Taylor	10/2016	Langston's 62406	150.00
			boots-K.Silk	10/2016	Langston's 62871	150.00
17-68220	01-06710	Coast To Coast Computer	ProPrinter Toner	10/2016	1561230	514.00
DEPARTMENT TOTAL:						1,133.99
DEPARTMENT: 113		LIBRARY				
17-67663	01-00108	City of Yukon (JPMC) LIB	Postage for ILL and Overd	10/2016	USPS 318	50.78
17-67873	01-00108	City of Yukon (JPMC) LIB	Lodging and Meals PLDC	10/2016	McAlister's 34	10.10
			Lodging and Meals PLDC	10/2016	MoJo's 60055	20.00
			Lodging and Meals PLDC	10/2016	Mexico Joe's 80029	13.69
			Lodging and Meals PLDC	10/2016	Hampton I 86090947	84.00
17-68043	01-00108	City of Yukon (JPMC) LIB	Program Supplies - All Ag	11/2016	Wal-Mart 07402	18.70
17-68194	01-00108	City of Yukon (JPMC) LIB	Supplies-mount desk	11/2016	Lowe's 02034	27.30
17-68244	01-00108	City of Yukon (JPMC) LIB	Lunch for Reading Roundup	11/2016	McAlister's 40021	33.23
			Lunch for Reading Roundup	11/2016	McAlister's 40022	29.45
17-67176	01-04450	Brodart	Young Adult Standing Orde	9/2016	B4703135	11.39
			Young Adult Standing Orde	10/2016	B4715631	10.29
17-68039	01-04450	Brodart	Graphic Novels	10/2016	B4751809	251.63
17-67662	01-44395	Recorded Books, LLC	Audio Book Standing Order	10/2016	75424602	182.84
17-68042	01-44395	Recorded Books, LLC	Audio Book Standing Order	10/2016	75426295	153.61
17-67371	01-90808	John Hinkle	Adult Program	11/2016	11/10/16	150.00
DEPARTMENT TOTAL:						1,047.01

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 114		PROPERTY MAINTENANCE				
17-68308	01-37600	OK Natural Gas Co	Srvc-CombinedBilling	10/2016	10/31/16	2,072.41
DEPARTMENT TOTAL:						2,072.41
DEPARTMENT: 115		HUMAN RESOURCES				
17-68200	01-00117	City of Yukon (JPMC) HR	SGR Conference registrati	10/2016	Strategi 565039296	299.00
17-68201	01-00117	City of Yukon (JPMC) HR	lodging-SGR Conference	10/2016	Great Wol 22151826	168.36
17-68301	01-31420	McBride Orthopedic	non DOT drug test	11/2016	15280	54.00
			DOT drug test	11/2016	15280	30.00
			non DOT physical	11/2016	15280	30.00
17-68268	01-31440	McClain-Chitwood Office	Propayroll envelopes	10/2016	221041	272.33
17-68269	01-37470	OK Municipal League	Grant Writer Classified	10/2016	062403	10.00
DEPARTMENT TOTAL:						863.69
DEPARTMENT: 116		PARK ADMINISTRATION				
17-67947	01-00110	City of Yukon (JPMC) REC	supplies for Spooksville	10/2016	Wal-Mart 01790	27.55
			supplies for Spooksville	10/2016	Wal-Mart 05202	16.15
			supplies for Spooksville	10/2016	Wal-Mart 09370	41.10
			supplies for Spooksville	10/2016	Wal-Mart 03371	36.88
			supplies for Spooksville	10/2016	Wal-Mart 08954	34.39
			supplies for Spooksville	10/2016	Tony's Pi 10/29/16	120.75
			supplies for Spooksville	10/2016	Wal-Mart 02341	5.94
			supplies for Spooksville	10/2016	McDonald's 203	75.00
			supplies for Spooksville	10/2016	GetSmart P 901159A	131.71
			supplies for Spooksville	10/2016	Fun Expr 680136191	26.89
17-68224	01-00110	City of Yukon (JPMC) REC	Craft Fair supplies	11/2016	Wal-Mart 00537	207.62
			Craft Fair supplies	11/2016	Daylight Do 542172	32.50
			Craft Fair supplies	11/2016	Wal-Mart 05085	7.76
17-68232	01-00110	City of Yukon (JPMC) REC	golf carts-Patriot Projec	11/2016	Fore Wheeler 14596	295.00
17-68278	01-06100	Chester the Clown & Crew,	entertainer for Christmas	11/2016	11/19/16	350.00
17-67828	01-07390	Crosslands A & A Rent-All	SPort a potties	9/2016	23706R-7	63.00
			Port a potties	9/2016	21142S-7	126.00
			Port a potties	9/2016	12790Y-7	63.00
			Port a potties	9/2016	56960-7	171.00
			Port a potties	9/2016	11280Y-7	63.00
17-68249	01-07390	Crosslands A & A Rent-All	Sporta potties	10/2016	12790Z-7	63.00
			porta potties	10/2016	56960A-7	126.00
			porta potties	10/2016	23706S-7	63.00
			porta potties	10/2016	21142T-7	126.00
			porta potties	10/2016	11280AA-7	63.00
			porta potties	10/2016	56960B-7	126.00
			porta potties	10/2016	11280Z-7	63.00
			porta potties	10/2016	58990-7	93.00
			porta potties credit	10/2016	c6430-7	63.00-
17-68188	01-08920	Devon Self Storage	Storage	11/2016	DYU 3309	160.00
17-68223	01-31265	Marianne's Rentals	table rentals Patriot Pro	11/2016	99792	414.00
17-67990	01-46940	Sam's Club Direct-	supplies for office	9/2016	7989	110.77

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 116		PARK ADMINISTRATION				
			supplies for office	10/2016	9275	123.36
			supplies for office	10/2016	8999	43.52
			credit supplies for offic	10/2016	8998	51.80-
17-68250	01-46940	Sam's Club Direct-	candy for spooksville	10/2016	2880	673.85
17-68184	01-90120	All About Bouncin	Inflatables rental	10/2016	10/19/16	270.00
17-68239	01-91309	Cedrick Mills	music for Opening CIPk	10/2016	10/31/16	250.00
17-68248	01-91925	Sides Screenprinting	beanies for Chill/Cheeks	10/2016	30256	583.00
DEPARTMENT TOTAL:						5,131.94
DEPARTMENT: 117		PARK MAINTENANCE				
17-68026	01-00180	City of Yukon (JPMC) PW	misc parts/christmas	10/2016	Locke Sup 29905040	149.16
			misc parts/christmas	10/2016	Locke Sup 29905179	42.08
17-68067	01-00180	City of Yukon (JPMC) PW	bucket truck rental	10/2016	9601-16-10a	875.00
			bucket truck rental	10/2016	9601-16-10b	612.50
17-68173	01-01352	Safety Pro Products	cold snap gloves	10/2016	3173	152.22
17-68114	01-30600	Lowe's Companies, Inc.	Christmas/Park supplies	10/2016	02235A	89.25
			Christmas/Park supplies	10/2016	02733	6.92
17-67940	01-91801	Riverside Ranch	mulch	11/2016	9028	484.50
DEPARTMENT TOTAL:						2,411.63
DEPARTMENT: 118		RECREATION FACILITIES				
17-67989	01-00110	City of Yukon (JPMC) REC	fan motor DRC	10/2016	Johnstone S1932458	456.47
17-68008	01-00110	City of Yukon (JPMC) REC	Spooky Social Decor	10/2016	Wal-Mart 08627A	48.91
			Spooky Social Decor	10/2016	Wal-Mart 07382	83.47
			Spooky Social Decor	10/2016	Wal-Mart 07081	45.35
17-68051	01-00110	City of Yukon (JPMC) REC	fall break camp supplies	10/2016	Wal-Mart 06438	8.94
			fall break camp supplies	10/2016	Hobby Lobby 7646	63.25
			fall break camp supplies	10/2016	Wal-Mart 03963	91.99
17-68079	01-00110	City of Yukon (JPMC) REC	DRC Food	11/2016	Wal-Mart 09501	47.18
17-68181	01-00110	City of Yukon (JPMC) REC	mummy son supplies	10/2016	Wal-Mart 07162	196.38
17-68186	01-00110	City of Yukon (JPMC) REC	Office supplies for YCC	10/2016	Staples 55535	112.97
17-68251	01-00110	City of Yukon (JPMC) REC	food for DRC	10/2016	Wal-Mart 01478	79.09
17-68246	01-03090	Ben E. Keith Foods	food DRC	11/2016	63300601	1,684.14
17-68180	01-46940	Sam's Club Direct-	food candy Mummy son	10/2016	3757	178.80
17-68052	01-62800	Yukon Public Schools	transportation-fall break	10/2016	10/18/16	49.50
17-68182	01-91809	David Rosko	Mummy son DJ	10/2016	10/25/16	135.00
DEPARTMENT TOTAL:						3,281.44

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 121		FLEET MAINTENANCE				
17-67469	01-00180	City of Yukon (JPMC) PW	parts to repair vehicles	10/2016	O'Reilly 219268	104.79
			parts to repair vehicles	10/2016	O'Reilly 219282	4.69
			parts to repair vehicles	10/2016	O'Reilly 219402	115.83
			parts to repair vehicles	10/2016	O'Reilly 219404	107.86
			parts to repair vehicles	10/2016	O'Reilly 219625	51.08
			parts to repair vehicles	10/2016	O'Reilly 219787	52.00
			parts to repair vehicles	10/2016	O'Reilly 219801	8.11
			parts to repair vehicles	10/2016	O'Reilly 219802	42.79
			parts to repair vehicles	10/2016	O'Reilly 219997	1.99
			parts to repair vehicles	10/2016	O'Reilly 219996	111.32
			parts to repair vehicles	10/2016	O'Reilly 220294	269.30
17-67702	01-00180	City of Yukon (JPMC) PW	cng fuel	10/2016	OnCue 141246	13.84
			cng fuel	10/2016	OnCue 131931	11.35
			cng fuel	10/2016	OnCue 113522	10.21
17-68025	01-00180	City of Yukon (JPMC) PW	oils, lubricants, sealant	10/2016	O'Reilly 218751	13.99
17-68151	01-00180	City of Yukon (JPMC) PW	tires	10/2016	T&W Tire 5736956	232.28
			fee	10/2016	T&W Tire 5736956	5.00
17-68212	01-00180	City of Yukon (JPMC) PW	toilet and parts	10/2016	Locke Sup 29914619	170.09
17-68274	01-00180	City of Yukon (JPMC) PW	respirator for painting	11/2016	O'Reilly 221365	19.54
17-68275	01-00180	City of Yukon (JPMC) PW	battery	11/2016	Hoidale 1033436	158.19
17-68173	01-01352	Safety Pro Products	safety, welding glas	10/2016	3173	42.00
17-68307	01-37489	OK Tax Commission	repl tag-'13 Mack 3131	10/2016	CI24364	9.00
			dup title-'05 Harley 2716	10/2016	2716 Harley	11.00
			tag-'14 Vactron 1324	10/2016	CI24363	30.00
			tag-'16 TexMex 5507	10/2016	CI24362	30.00
DEPARTMENT TOTAL:						1,626.25
FUND TOTAL:						69,345.41

FUND: 64 - Special Revenue

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 123 SPECIAL EVENT REVENUE						
17-68110	01-30600	Lowe's Companies, Inc.	Christmas Supplies	10/2016	19551	287.70
			Credit Christmas Supplies	11/2016	17125	170.06-
DEPARTMENT TOTAL:						117.64
DEPARTMENT: 128 PARK & EVENTS SPEC REVENUE						
17-67880	01-00110	City of Yukon (JPMC) REC	Knitting machine DRC	9/2016	Amazon 1594638	191.99
17-67885	01-00110	City of Yukon (JPMC) REC	Mahjong game	9/2016	Amazon 6730655	107.55
17-68191	01-00110	City of Yukon (JPMC) REC	sod for Patriot Project	11/2016	Bentley Turf 33098	2,450.00
17-68313	01-30600	Lowe's Companies, Inc.	Patriot Project supplies	10/2016	43821	14.22
			Patriot Project supplies	10/2016	99926	3,809.96
DEPARTMENT TOTAL:						6,573.72
DEPARTMENT: 142 INSURANCE/MISC REIMB						
17-68243	01-00102	City of Yukon (JPMC) FIN	iPad Case	10/2016	Best Buy 6427	87.97
17-68252	01-00102	City of Yukon (JPMC) FIN	iPhone Case	11/2016	Amazon 2643403	23.98
DEPARTMENT TOTAL:						111.95
DEPARTMENT: 146 LIBRARY SPECIAL REVENUE						
17-68193	01-91004	Just Junk It! Plus Deep Cle	Carpet Cleaning	11/2016	11/11/16	450.00
DEPARTMENT TOTAL:						450.00
DEPARTMENT: 167 POLICE DEPT SPECIAL REV						
17-68076	01-00111	City of Yukon (JPMC) PD	jail laundry soap	10/2016	Wal-Mart 05221	23.84
17-68077	01-00111	City of Yukon (JPMC) PD	paint and supplies	10/2016	Ace Hardwar 877533	95.48
17-68203	01-00111	City of Yukon (JPMC) PD	patches for body armor	10/2016	MSM Store 0076152	430.00
17-68023	01-00180	City of Yukon (JPMC) PW	materials old fire statio	10/2016	Locke Sup 29811917	611.21
			materials old fire statio	10/2016	Locke Sup 29814012	633.68
			materials old fire statio	10/2016	Locke Sup 29797320	12.12
			materials old fire statio	10/2016	Locke Sup 29828092	6.24
17-67959	01-01455	Armor Advantage LP	46 defender armor jackets	10/2016	979759	10,350.00
17-68205	01-90910	IPMBA	Brown membership renewal	11/2016	11/30/16	60.00
DEPARTMENT TOTAL:						12,222.57
FUND TOTAL:						19,475.88

FUND: 70 - Water & Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 201		WATER DISTRIBUTION				
17-67702	01-00180	City of Yukon (JPMC) PW	cng fuel	10/2016	OnCue 132605	14.65
			cng fuel	10/2016	OnCue 091734	13.93
			cng fuel	10/2016	OnCue 082824	13.99
17-68152	01-00180	City of Yukon (JPMC) PW	ball valves	10/2016	HD Supply G360313	960.30
17-68213	01-00180	City of Yukon (JPMC) PW	fitting	10/2016	HD Supply G360277	62.00
			1" iron pipe adapter	10/2016	HD Supply G360277	166.50
17-68214	01-00180	City of Yukon (JPMC) PW	90 degree ball valves	10/2016	HD Supply G360288	960.30
17-68215	01-00180	City of Yukon (JPMC) PW	meter can with lids	10/2016	HD Supply G360259	1,225.00
17-68173	01-01352	Safety Pro Products	sewer gloves	10/2016	3173	29.04
17-68309	01-50700	Triad Design Group	Eng Srvcs-10/25/16	10/2016	9830	3,000.00
DEPARTMENT TOTAL:						6,445.71
DEPARTMENT: 202		UTILITY BILLING				
17-68058	01-00170	City of Yukon (JPMC) UB	Clothing allowance-E.Comb	11/2016	Academy 1283	98.72
			Boot allowance-E.Combs	11/2016	Academy 1284	79.99
17-68061	01-00170	City of Yukon (JPMC) UB	Clothing allowance-Southe	11/2016	Academy 0374	93.95
			Boot allowance-Southerlan	11/2016	North Face 34142	100.00
17-68192	01-00170	City of Yukon (JPMC) UB	Labels	10/2016	Staples 54962	27.99
17-68295	01-08350	DataProse LLC	Billing & Late Notices	10/2016	DP1603286	5,691.78
DEPARTMENT TOTAL:						6,092.43
DEPARTMENT: 203		TREATMENT AND SUPPLY				
17-68276	01-55800	Veolia Water North America	Mngmnt/Oper/Maint-NV16	11/2016	00062527	94,630.30
DEPARTMENT TOTAL:						94,630.30
FUND TOTAL:						107,168.44

FUND: 71 - Sanitation Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 301		SANITATION				
17-67469	01-00180	City of Yukon (JPMC) PW	parts to repair vehicles	10/2016	O'Reilly 218543	70.61
17-67836	01-00180	City of Yukon (JPMC) PW	parts to repair vehicles	10/2016	Seal Co 671191	18.99
			parts to repair vehicles	10/2016	J&R Equipmen 32637	148.54
DEPARTMENT TOTAL:						238.14
FUND TOTAL:						238.14

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 120		EMERGENCY MGMT GRANTS				
17-68202	01-00111	City of Yukon (JPMC) PD	laminate maps for EOC	11/2016	Triangle A&E 22761	123.75
DEPARTMENT TOTAL:						123.75
FUND TOTAL:						123.75
GRAND TOTAL:						196,351.62

PACKET: 19353 November '16 OUBCC  
 VENDOR SET: 01 CITY OF YUKON  
 BANK: APBK AP Disbursements

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
37730	I-November '16	OK Uniform Building Code						
		OK Uniform Building Code	R	11/01/2016		384.00	146831	384.00

* * B A N K T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		1	0.00	384.00	384.00
HANDWRITTEN CHECKS:		0	0.00	0.00	0.00
PRE-WRITE CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
VOID CHECKS:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
CORRECTIONS:		0	0.00	0.00	0.00
BANK TOTALS:		1	0.00	384.00	384.00

PACKET: 19353 November '16 OUBCC  
VENDOR SET: 01 CITY OF YUKON  
BANK: ALL

\*\* REGISTER GRAND TOTALS \*

** T O T A L S **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	384.00	384.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	384.00	384.00

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
01	11/2016	384.00CR
=====		
ALL		384.00CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 19367 November '16 Debt Service  
 VENDOR SET: 01 CITY OF YUKON  
 BANK: APBK AP Disbursements

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01500		Arvest Bank						
	I-11/2016 Debt Srvc	Arvest Bank	R	11/02/2016		24,795.21	146881	24,795.21

* * B A N K T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		1	0.00	24,795.21	24,795.21
HANDWRITTEN CHECKS:		0	0.00	0.00	0.00
PRE-WRITE CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
VOID CHECKS:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
CORRECTIONS:		0	0.00	0.00	0.00
BANK TOTALS:		1	0.00	24,795.21	24,795.21

PACKET: 19367 November '16 Debt Service  
VENDOR SET: 01 CITY OF YUKON  
BANK: ALL

\*\* REGISTER GRAND TOTALS \*

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	24,795.21	24,795.21
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	24,795.21	24,795.21

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
36	11/2016	24,795.21CR
ALL		24,795.21CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 19372 October '16 Sales Tax - S  
 VENDOR SET: 01 CITY OF YUKON  
 BANK: APBK AP Disbursements

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
37900		OK Tax Commission						
	I-Oct '16 AuctionTax	OK Tax Commission		R 11/03/2016		14.46	146882	14.46

* * B A N K T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		1	0.00	14.46	14.46
HANDWRITTEN CHECKS:		0	0.00	0.00	0.00
PRE-WRITE CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
VOID CHECKS:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
CORRECTIONS:		0	0.00	0.00	0.00
BANK TOTALS:		1	0.00	14.46	14.46

PACKET: 19372 October '16 Sales Tax - S  
VENDOR SET: 01 CITY OF YUKON  
BANK: ALL

\*\* REGISTER GRAND TOTALS \*

** T O T A L S **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	14.46	14.46
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	14.46	14.46

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
01	11/2016	14.46CR
=====		
ALL		14.46CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 19397 Steven Woolbright Jud Ref  
 VENDOR SET: 01 CITY OF YUKON  
 BANK: MuncT Municipal Court

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-W 444189	Steven Neil Woolbright Steven Neil Woolbright :	R	11/08/2016		176.00	004179	176.00

* * B A N K T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		1	0.00	176.00	176.00
HANDWRITTEN CHECKS:		0	0.00	0.00	0.00
PRE-WRITE CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
VOID CHECKS:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
CORRECTIONS:		0	0.00	0.00	0.00
BANK TOTALS:		1	0.00	176.00	176.00

PACKET: 19397 Steven Woolbright Jud Ref  
VENDOR SET: 01 CITY OF YUKON  
BANK: ALL

\*\* REGISTER GRAND TOTALS \*

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	176.00	176.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	176.00	176.00

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
46	11/2016	176.00CR
=====		
ALL		176.00CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 19396 Garret Calvin Hagar Jud R  
 VENDOR SET: 01 CITY OF YUKON  
 BANK: MunCt Municipal Court

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-H 438785	Garrett Calvin Hagar Garrett Calvin Hagar :	R	11/08/2016		240.00	004178	240.00

* * B A N K T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		1	0.00	240.00	240.00
HANDWRITTEN CHECKS:		0	0.00	0.00	0.00
PRE-WRITE CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
VOID CHECKS:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
CORRECTIONS:		0	0.00	0.00	0.00
BANK TOTALS:		1	0.00	240.00	240.00

PACKET: 19396 Garret Calvin Hagar Jud R  
VENDOR SET: 01 CITY OF YUKON  
BANK: ALL

\*\* REGISTER GRAND TOTALS \*

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	240.00	240.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	240.00	240.00

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
46	11/2016	240.00CR
=====		
ALL		240.00CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Item #	Description	Model Number	Serial Number	Department
	Blue Iphone 5c	MGFJ2LL/A	FCDO61P9G2DL	Public Works
	Blue Iphone 5c	ME555LL/A	F78LR7T5FNDG	Water/Sewer
	Blue Iphone 5c	ME555LL/A	C8QLKFN0FNDG	Parks & Rec.
	Pink Iphone 5c	ME557LL/A	F78LNV50FNDJ	DRC
	Pink Iphone 5c	ME557LL/A	F78LNCXEFNDJ	Library
	Pink Iphone 5c	ME557LL/A	F78LNDGZFNDJ	Parks & Rec.
	Pink Iphone 5c	ME557LL/A	F73M62Y1FNDJ	Parks & Rec.
	Pink Iphone 5c	ME557LL/A	F78LNDGDFNDJ	Stormwater
	Pink Iphone 5c	ME557LL/A	F78LNUZVFNDJ	Parks & Rec.
	Green Iphone 5c	ME556LL/A	F73LNNZXFNDH	Garage
	Green Iphone 5c	ME556LL/A	F73LNNEQFNDH	Water/Sewer
	Green Iphone 5c	ME556LL/A	F73M60M0FNDH	Technology
	Green Iphone 5c	ME556LL/A	F73LM8ZPFNDH	City hall
	Green Iphone 5c	ME556LL/A	F73LNRHAFNDH	Park Maint.
	Green Iphone 5c	ME556LL/A	F73L41JSFNDH	Technology
	White Iphone 5c	MGFG2LL/A	FCDOQ53LNG2DJ	Streets
	White Iphone 5c	MGFG2LL/A	FCDOQ539CG2DJ	HR
	White Iphone 5c	ME553LL/A	FFMN14FXFNDD	City hall
	White Iphone 5c	MGFG2LL/A	FCDOQ53PCG2DJ	HR
	White Iphone 5c	ME553LL/A	F73LLK2HFNDJ	Parks & Rec.
	White Iphone 5c	MGFG2LL/A	FCGNR6X5G2DJ	Technology
	Yellow Iphone 5c	ME554LL/A	F73LM0V3FNDF	Public Works
	Yellow Iphone 5c	ME554LL/A	F73LH4X4FNDF	Development Serv
	Yellow Iphone 5c	ME554LL/A	F73MG04UFNDF	Fire Station
	Yellow Iphone 5c	ME554LL/A	F73LH6BGFNDF	Development Serv
	Yellow Iphone 5c	ME554LL/A	F73LH4T5FNDF	Development Serv
	Yellow Iphone 5c	ME554LL/A	F73LM11YFNDF	Streets
	Gray Iphone 6	MG5W2LL/A	F18Q5J6FG5MC	PD
	Gray Iphone 6	MG5W2LL/A	F1DQ4KZ6G5MC	Fire Station
	Silver 5s	ME342LL/A	DX4N5LC6FNJK	Public Works
	Whirlpool Cabrio Platinum	WTW8000BW0	C43070262	Fire Station
	Green Iphone 5c	ME556LL/A	F73LM8Y0FNDH	Streets
	Yellow Iphone 5c	ME554LL/A	F73LH544FNDF	Development Serv
	Pink Iphone 5c	ME557LL/A	F78LG585FNDJ	Technology
	White Iphone 5c	ME553LL/A	C7KLLEGZFNDJ	Development Serv
	Silver 5s	ME342LL/A	F2LP55ADFNJK	Streets
100556	Acer Veriton X498G	VeritonX498G	PSVAW03007101068402700	Technology

101284	HP Compaq 6200 Pro	6200 Pro	MXL1401JPM	Technology
102064	HP OfficeJet Pro 8600 Printer	Pro 8600	CN43CFX13K	Technology
100580	Acer Veriton X498G	VeritonX498G	PSVAW03007048065AC2700	Technology
101408	HP LaserJet 1536dnfMFP	N/A	CNF8DDN1VB	Technology
101185	Acer Veriton X498G	VeritonX498G	PSVCYP300520706E499201	Technology
102067	HP OfficeJet Pro 8600 Printer	Pro 8600	CNF3BQF3MYZ	Technology
101388	HP Compaq 6200 Pro	6200 Pro	2UA1181BK3	Technology



OFFICE OF THE CITY ATTORNEY

**MEMORANDUM**

To: Doug Shivers, City Clerk  
From: Michael D. Segler *MDS*  
Date: November 1, 2016  
Subject: Agreement for Services - Project Graduation

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Enclosed is the Agreement for Project Graduation which has been signed by the President.

Please have this item placed on the City Council agenda. Thank you.

## **AGREEMENT FOR SERVICES**

**CITY OF YUKON**

**PROJECT GRADUATION**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **City of Yukon**, hereinafter referred to as "City", and **Project Graduation**, an unincorporated association, hereinafter referred to as "Contractor".

**WITNESSETH:**

**WHEREAS**, the Contractor is an experienced unincorporated association concerned with the provision and services to the community; and

**WHEREAS**, the City has a continuing desire to serve the needs of the citizens of Yukon; and

**WHEREAS**, it is in the best interest of the citizens of the City of Yukon that the Contractor and the City agree for the provision of certain, hereinafter, described services by said Contractor; and,

**NOW, THEREFORE**, in consideration of mutual understanding the parties agree to the foregoing and as follows:

1. **TERM:** This agreement shall be from the 1<sup>st</sup> day of July, 2016, through the 30<sup>th</sup> day of June, 2017.
2. **CONSIDERATION:** The City agrees to pay contractor, as consideration for services for the citizens of Yukon provided by Contractor the total sum of Two Hundred Fifty Dollars (\$250.00), upon proper application.

No application shall be considered for payment unless the services set forth in Paragraph Three (3) are continuously provided.

3. **SERVICES:** In consideration of the above, the Contractor agrees to provide the following services:
  - A) To use its best efforts to provide a location and activities for high school seniors on graduation night, such as:

- i. Bus transportation from High School parking lot to the PG event location and back to the High School parking lot after the event
    - ii. Buffet of food/snacks and beverages
    - iii. Drawings for prizes
    - iv. Carnival-style mid-way games with prizes
    - v. Inflatable "Big" toys such as a moon bounce, obstacle course, etc.
    - vi. Photo Room for having memory pictures made with classmates
    - vii. Comedic Hypnotist or other evening-ending show
  - B) To use its best efforts to provide indirect benefits for the Yukon community as well, such as:
    - i. Opportunities for parental involvement through volunteering for the fundraisers, and in preparation and implementation of Project Graduation's full night of events
    - ii. Opportunities for Yukon students to volunteer for community service during the Project Graduation fundraising events, resulting in increased interaction between Yukon students and the citizens of Yukon and the surrounding communities
    - iii. Opportunities for highlighting and recognizing Yukon's businesses through those businesses' generous support of Project Graduation
    - iv. Commitments via contract (signed by Student and Parent) from each YHS Senior that attends to make this night a drug and alcohol-free event
  - C) Continue in its efforts to educate the public about the dangers of drunk driving.
4. Contractor agrees to put forth its best efforts on behalf of the City herein, and promises to adhere to good business and professional practices in its prosecution and completion of this program.
  5. Contractor agrees to indemnify and hold harmless the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from the activities of Contractor.
  6. Contractor agrees to comply with all policies adopted by the City concerning the use of City property and facilities by private entities, whether those policies are in existence at the time of the execution of this agreement or are adopted by the City subsequent to the execution of this agreement.

IN WITNESS WHEREOF, the parties signify their agreement to all contained herein by the following executions:

THE CITY OF YUKON

PROJECT GRADUATION

\_\_\_\_\_  
John Alberts, Mayor

*Deather Baldwin*  
\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED BY:

*M. Segler*  
\_\_\_\_\_  
Michael D. Segler, City Attorney

## 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

Nick Grba	Ward 1	2018
Larry Taylor	Ward 2	2018
Ed Hatley	Ward AL	2019
Bill Baker	Ward 3	2020
Robert Davis	Ward 4	2020

### Board of Adjustment/Board of Appeal

Sherry Huston	Ward 1	2018
Rena Holland	Ward 2	2018
Buddy Carpenter	Ward AL	2019
Joe Horn	Ward 3	2020
Russ Kline	Ward 4	2020

### Park Board

Joe Edwards	Ward 1	2018
	Ward 2	2018
Lee Clark	Ward AL	2019
Cathy Wright	Ward 3	2020
Joe Baumann	Ward 4	2020

### Library Board

Teddye Sales*		
Inez Andrews*		
Lee Wells	Ward 1	2018
Joyce Roman	Ward 2	2018
Jesica Wright	Ward AL	2019
Jeanne Riggs	Ward 3	2020
Margaret Albrecht	Ward 4	2020

\*Members of Ladies' Library Club are appointed by same

### Traffic Commission

Charles Lee	Ward 1	2018
James Montgomery	Ward 2	2018
John Knuppel	Ward AL	2019
Tom Thomas	Ward 3	2020
Darrell R. Goulden	Ward 4	2020

### Economic Development Auth.

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

### Spanish Cove

Larry Taylor, Representative

### OK Environmental Management Auth.

Richard Russell, Representative  
Ken Smith, Alternate

### Senior Citizens

Ray Wright, Representative  
John Alberts, Alternate

### ACOG

Mike McEachern, Member  
Richard Russell, Alternate

### COWRA

Genie Vinson, Representative  
Larry Taylor, Alternate

### Sister City Committee

Ilona Morris  
Terry Beaver  
Nancy Novosad  
Edwin Shedeck



Date: November 4, 2016

To: James Crosby, City Manager

From: Kevin Jones, Fire Chief 

Subject: Ambulance Service

Mr. Crosby,

We received four proposals for EMS transport service for our city. Samaritan, EMSA, Mercy EMS, and Miller EMS all submitted proposals. I have reviewed each proposal carefully. I first looked at the subsidy price that the city would pay. Only Samaritan and EMSA were competitive at \$190,000 and \$200,000 per year respectively. Mercy came in at \$400,000 and Miller EMS was at \$575,000. I then compared the pros and cons of Samaritan and EMSA. EMSA has provided a good service to us for the last several years. They also have the benefit of having a large number of resources. Unfortunately EMSA cannot have ambulance crews assigned to our city. Samaritan on the other hand guarantees two fully staffed ambulances based in our city. Samaritan EMS has outstanding references and promotes the same customer service model as we do. I feel they will provide excellent service for the City of Yukon. I recommend Samaritan EMS to be the ambulance service provider for the City of Yukon.

cc: Tammy Kretchmar DeSpain, Assistance City Manager



## Paramedic Staffed Advanced Life Support Ambulance Service RFP

Proposals received 10/24/2016

### Tab Sheet

Company:	Annual Cost
Samaritan EMS	\$192,000
EMSA	\$200,000
Mercy	\$400,000
Miller EMS	\$575,000

No response received from:  
Lifeguard Ambulance

# Samaritan EMS --- October-2016

## Proposal to Provide Ambulance Services to the City of Yukon

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# 1. Description of Organization

Samaritan EMS (SEMS) is an Oklahoma owned and operated Emergency Medical Services Transport company that has Paramedic Advanced Life Support contracts in 3 distinct communities in Oklahoma including Tinker Air Force Base, the City of Stroud, OK, and Osage County, OK. We also possess the ground transport contract with The Children's Hospital of OU Neo-Flight. SEMS is not only Oklahoma owned, we are also a certified Service Disabled Veteran Owned Small Business (SDVOSB) that gladly provides preference to hiring veterans of the United States Military. We also pride ourselves in showing preference in hiring local members of the community. In addition to seeking opportunities with local Oklahoma communities we are actively bidding on providing emergency medical transport services to military and other governmental institutions across the United States.

Our best differentiator from other EMS Services in Oklahoma is our attitude and stance towards the community. We believe in real transparency and work to achieve a high level of visibility and engagement in the community. Our goal is to be valued as an integral partner in emergency services and public health where initiatives are derived from local publicly elected officials and other community stakeholders whose interests best represent the interests and needs of the citizens in the community.

SEMS currently employees approximately 60 EMT's and Paramedics. All of our Ambulances are staffed at a minimum with a Paramedic and EMT and all are licensed at the Paramedic Level by the Oklahoma State Department of Health (OSDH). We expect

our employees to treat patients and other responders with dignity, courtesy, honesty and compassion. We believe that employees will mirror how they are treated by the organization which is why we spend considerable effort to pay reasonably, provide excellent benefits and promote a more balanced work-home life.

SEMS is certainly not the largest EMS agency in Oklahoma, but we do not believe this is a disadvantage. To the contrary, we believe our size and structure is among our best attributes. We are a very agile and close-knit team that is adaptive and responsive to changing needs within our communities. Our single most driving feature of our culture is the culture of the community. As a community we respect that you have a right to decide who provides services and we always want to make sure that the service we are providing the citizens of your community is the best possible in terms of response times, clinical care, personal treatment and overall value. In the next 7 sections we will explain in greater detail elements of our services that will prove these statements to be true. We are Samaritan EMS, and we believe we are the right partner for the City of Yukon.

### A. Proof of State Licensure



## 2. Description of Services Provided

Historically the City of Yukon, “The City” requires 7-8 ambulance responses and transports per day. Approximately 66 % of the requests occur from public sources and the other 33% originates from Canadian Valley Medical Center located in Yukon.

### A. Response to requests for service and times

SEMS will commit to responding emergency status or Code 3 to all 911 requests for service. We will commit to meeting all 911 requests for service in 11 minutes, 90% of the time on average. We know that there will be times when other calls occur in the community for non-emergency transports and we will commit to meeting those needs in a timely manner. We will commit to handling all unscheduled non-emergency requests for service in 2 hours, 90% of the time on average. If calls are scheduled 24 hours in advance, we will staff additional units to handle requests for service separate of dedicated 911 resources.

### B. Ambulance Type, Equipment and Staffing

SEMS will provide 2 fully staffed and equipped ambulances 24 hours a day, 365 days a year. SEMS will collaborate with community leaders to determine the need for an additional unit during busier or peak hours of the day.

Yukon EMS Unit Configuration	
Staffing	All units will be staffed by a Licensed Paramedic and Licensed EMT
Vehicle Type	All units will be a new type I, II or III ambulance

Cardiac Care	All units will be equipped with a Phillips MrX Heartstart Monitor capable of all advanced life support monitoring features including 12 lead EKG and Transmission, or equivalent.
Respiratory Care	All units will be equipped with an Eagle or equivalent ventilator capable of managing the most critical and sophisticated respiratory patients.
General Medical and Trauma Care	All units will be equipped with the mandatory stock and supply required of all Paramedic Licensed Ambulance Services in the State of Oklahoma,
IV Infusion Pumps	All units will be equipped with an IV Pump. While it is not common to require this on 911 responses it is routinely useful and promotes better continuity of care when transporting serious or critical patient to higher level acuity hospitals.
MDT	An MDT or Mobile Data Terminal is used to convey important information from the dispatch center to the field unit. It also includes and integrated mapping solution to aid crews in arriving to the call via the shortest route.
PCR Surface 4	Each unit will be equipped with a Surface 4 or comparable mobile tablet to complete Electronic Patient Care Reports in a timely and efficient manner.

### C. Dedicated Resource and Mutual Aid

SEMS ambulances assigned to The City, will be stationed in The City and will be dedicated to provide service to the community. We will never leave The City uncovered to run a call in another community. With that said we want to be good neighbors to surrounding communities and public safety responder agencies and will respond to mutual aid requests to long as it leaves 1 unit available in The City. We know that there will be times when we will require mutual aid due to unforeseen circumstances and maintaining mutual aid agreements assures reciprocal help when there is need.

## D. Communications

SEMS typically mirrors existing communication's infrastructures with the communities that we provide service. We understand that this may not be an option in The City. We have sources and specified a communications platform that we can deploy in the event that communications are not possible under existing infrastructure. This system proposed will meet Computer Aided Dispatch and Emergency Medical Dispatching requirements. This is a cloud based system that is widely used in communities both large and small. It is also incredibly cost effective. There are no large servers or other major computer infrastructure required, in fact it can be ran from a laptop computer. In addition to normal computer aided dispatching technology we will also implement the AVL and MDT solutions provided and partner products. This will fully round-out mission critical emergency dispatching, automatic vehicle location, and voice free dispatch to unit and unit-to-unit communications.

In addition to dispatching capabilities we also will be implementing a VHF radio system that will allow ambulances to communicate directly with Yukon Fire and Police resources.

## E. Preventative Maintenance

Preventative Maintenance on mission critical vehicles and equipment is an absolute necessity to assure a stable operating environment. There is no doubt that critical failures will occur, but an appropriate manufacturer-led, company-deployed preventative maintenance program is key to minimizing critical equipment failures. All mission critical vehicles and equipment will be checked daily for mechanical or functional issues.

Ambulances will follow manufacturer recommended service and time lines. Durable Medical Equipment will be maintained and calibrated in accordance with manufacturer specifications and State requirements.

#### F. Initial and Ongoing Education

Initial employment education will consist of company policies and procedures education, safety and risk training, protocol education, Critical Cardiac Patient examination and Critical Trauma Patient examination. Additionally, new employee education will consist of mandatory field performance evaluations based on individuals proven past experience and performance.

Ongoing education occurs monthly and is compliant with the National Registry of Emergency Medical Technicians (NREMT), the Oklahoma State Department of Health EMS (OSDH-EMS) division and local requirements. All clinical education is approved by Physician Medical Direction. All education will be open to Yukon Fire Department and Yukon Police department personnel who hold Emergency Medical Responder licenses or higher. Scheduled education will support ongoing changes in operational requirements, standard of care changes based on bi-annual and annual requirements. Continuous education initiatives will also support the renewal of required sub-certification's such as; Basic Life Support, Advanced Cardiac Life Support, Pediatric Advanced Life Support, Pre-hospital Trauma Life Support and other educational programs as required. Ongoing education is specifically designed to assure that all personnel will meet requirements for re-licensure bi-annually for NREMT and OSDH-EMS.

## G. EMS Station

SEMS will source and provide sufficient station space in The City to store all required supplies, equipment, offices, dispatch center and other required resources to comply with the performance requirements. It would be optimal to have two separate locations one located geographically north and one located geographically south. However, we feel that maintaining two separate stations may be cost prohibitive depending on what is available on the market. We have worked with our other communities to find solutions that are no cost, or low cost, and The City may have similar capabilities. In either instance we will keep and maintain sufficient vehicles, equipment supplies and their respective reserves to reliably maintain performance requirements.

## H. City and Community Outreach

SEMS will provide at no extra cost a CPR, First Aid, and Automated Defibrillator class quarterly that is open to all City of Yukon employees. If employees require a certification card there will be a minimal pass through charge for the card. We know that having public employees with these qualifications can make the difference in a citizen's life at the most critical of moments.

We will work with local civic and educational institutions to identify needs to additional CPR/AED training and will work directly with them to provide this training at no or very low cost.

We will work with local civic and educational institutions to identify other public health outreach opportunities and will work to improve the overall public health and

awareness of the community on issues that are already discovered. We know that public health has identified a number of options for outreach and we do not believe in re-inventing the wheel but rather being active participants.

### **3. Cost to the City**

SEMS is proposing to provide all of the services described herein for a monthly sum of sixteen thousand dollars (\$16,000.00) per month, payable by The City upon invoicing, by the 15<sup>th</sup> day of each month, for the preceding month of service, for the term of the Contract.

### **4. Proposed Rates to be Charged**

#### **A. Business Office, Billing and Collections.**

In order to offset direct costs to The City, as referenced in Section 3 above, SEMS shall obtain reimbursement from third-party sources for which they may be eligible, and SEMS is capable of doing such. Reimbursements received by SEMS shall not limit the amount of remuneration paid to SEMS by The City; and, shall be utilized by SEMS at SEMS' sole discretion.

#### **B. Billing and Revenue**

SEMS agrees to bill all transports and medical care without discount except as provided herein.

SEMS and The City agree that all revenue generated using personnel or equipment of SEMS shall belong to SEMS solely and shall be in excess of any remuneration provided by The City.

In the event that a resident of The City requires services of SEMS, SEMS shall bill its charges to all available third-party payers, on behalf of the resident, and shall limit its collections to those funds received from all available third-party payers to the extent permitted by all applicable laws, and shall not balance-bill the patient or other responsible party (except for deductible(s) and/or co-pay's). Provided, however, that the recipient of said services fully cooperates with SEMS by providing required information for use by SEMS and/or its billing agent(s) in a timely manner. Otherwise, SEMS will pursue enforcement of collection, by all available legal means, of its full charges.

In the event that a resident of The City requires services of SEMS, but resident has no insurance, SEMS agrees to discount its total charges equal to the Center for Medicare Services (CMS (Medicare) payment allowable (at the time of service), whether or not the transport is a CMS qualified payer. Provided, however, that the recipient of said services fully cooperates with SEMS by providing required information for use by SEMS and/or its billing agent(s) in a timely manner to substantiate the claim of having no insurance. Otherwise, SEMS will pursue enforcement of collection, by all available legal means, these charges without discount.

In the event that an individual is not a resident of the of The City, SEMS agrees to bill all transports and medical care without discount, and SEMS shall be permitted to pursue enforcement of collection, by all available legal means, these charges.

In the event that any third-party payer reimburses any recipient of SEMS' services directly to the recipient, SEMS shall be permitted to recover these reimbursements, in full and without discount, directly from the recipient, and will pursue enforcement of collection, by all available legal means, these charges, without discount.

In keeping with a commitment to meet the needs of the community, SEMS shall extend discounts in the form of a compassionate care allowance to those patients who have satisfactorily demonstrated an inability to pay for emergency medical transportation services.

For services provided to residents of The City, SEMS shall not engage in on-scene collections for local services at scene, en-route, or upon delivery of the patient. Except, for any patient transport originating in The City and terminating outside of the Oklahoma City Metropolitan Statistical Area (MSA), shall be defined as a long distance transport, and SEMS may, at its sole discretion, require payment from the patient or responsible party prior to rendering services.

### C. Ambulance Service Charges

For ambulance services rendered to The City, SEMS shall adhere to the following schedule of rates, inclusive of all expendable and reusable equipment, supplies, and medical gasses:

1	Emergency, Advanced Life Support, Level I	\$1400.00
2	Emergency, Advanced Life Support, Level II	\$1500.00
3	Emergency, Specialty Care Life Support	\$1600.00
4	Emergency, Basic Life Support	\$1300.00
5	Non-Emergency, Advanced Life Support	\$1300.00
6	Non-Emergency, Basic Life Support	\$1200.00
7	Mileage, Per Loaded Mile	\$25.00

## 5. References

So that The City can determine, with substantial confidence, that SEMS meets the qualifications the City is seeking, SEMS offers the following professional references

pertaining to recent and relevant contracts with whom SEMS provides the same or similar services sought by the City:

**A. US Department of Defense – Tinker Air Force Base**

**Product/Service:** Paramedic Ambulance Service

**Contracting Agency/Customer:** Tinker Air Force Base, Oklahoma

**Period of Performance:** 1 SEP 14 – 31 JAN 19 (Base + 4 + 6 months ext.)

**Verified, up to date name, address, FAX and telephone number of the contracting officer:**

Ms. Sherri Croak, AFSC/PZIOB, Contracting Officer

Tinker AFB, OK

Comm: (405) 739-3438

Fax: (405) 739-7957

sherri.croak@us.af.mil

**B. Hospital Corporation of America**

**Product/Service:** Ambulance transport services by ground, of Neo-Natal intensive care teams and their patients.

**Contracting Agency/Customer:** HCA Health Services of Oklahoma, Inc. – Children’s Hospital at OU Medical Center

**Period of Performance:** February 1, 2015 – January, 2017, unless extended.

**Verified, up to date name, address, FAX and telephone number of the contracting officer:**

Ms. Debbie Kurtz, MS, ASPN-CNP, RNC-IC

Neonatal Transport Director - Department of Pediatrics

The University of Oklahoma Health Sciences Center

1200 Everett Dr., 7<sup>th</sup> floor pavilion, ETNP 7333

Oklahoma City, OK 73104

Phone – (405) 271-5215, Ext. 42377

Fax – (405) 271-1236

Email – [deborah-kurtz@ouhsc.edu](mailto:deborah-kurtz@ouhsc.edu)

### C. City of Stroud Oklahoma

**Product/Service:** Paramedic Ambulance Service

**Contracting Agency/Customer:** City of Stroud, Oklahoma

**Period of Performance:** October 1, 2014 – September 30, 2016 – this contract has been in full performance since October, 2012, with automatic one-year renewal until 2018.

**Verified, up to date name, address, FAX and telephone number of the contracting officer:**

Mr. Tim Schook, City Manager

City of Stroud, OK

220 W. 2<sup>nd</sup> St.

Stroud, OK 74079

Fax – 918-968-3613 (same as phone)

Phone – 580-875-3233

Email – [tschook@cityofstroud.com](mailto:tschook@cityofstroud.com)

### D. County of Osage Oklahoma

**Product/Service:** Paramedic Ambulance Service

**Contracting Agency/Customer:** County of Osage, Oklahoma

**Period of Performance:** August 5, 2016 – August 4, 2017

**Verified, up to date name, address, FAX and telephone number of the contracting officer:**

Shelia Bellamy, County Clerk

County of Osage, Oklahoma

600 Grandview Ave. Suite 304

Pawhuska, Ok 74056

Fax – 918-287-4979

Phone – 918-287-3136

Email –osagecoclerk@yahoo.com

## **6. Proposed provisions for indemnification and Insurance**

### **A. Indemnification.**

In consideration of a mutually satisfactory Ambulance Service Agreement, SEMS shall exonerate, indemnify, defend, and hold harmless The City from and against:

SEMS agrees to defend, indemnify and save harmless The City and each of its officers, agents, employees and representatives, from any and all claims, demands, liabilities, penalties, damages, expenses and judgments of any nature or description resulting from negligent or intentional conduct of SEMS and arising out of the performance by SEMS, its employees, or agents in providing ambulance services under an Ambulance Service Agreement. SEMS expressly understands and agrees that any insurance protection required by The City, or otherwise provided by SEMS, shall in no way limit the responsibility of SEMS to indemnify, defend, save and hold harmless the

City or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

It is not the intention of the Parties that SEMS shall indemnify The City against the City's own negligence or the negligence of the City's employees, officers, volunteers or agents. If any City of Yukon employee, officer, volunteer or agent damages any of SEMS' property, The City will be responsible for repair or replacement of the property. If a SEMS employee, officer or agent damages any City of Yukon property, SEMS will be responsible for repair or replacement of the property.

Any and all Federal, State and Local taxes, charges, fees or contributions required to be paid with respect to SEMS and its officers, employees and agents engaged in the performance of an Ambulance Service Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

The City has no obligation to provide legal counsel or defense to SEMS in the event that a suit, claim or action of any character is brought by any person not a party to an Ambulance Service Agreement against SEMS as a result of or relating to performance or obligations under an Ambulance Service Agreement.

Except as may be otherwise set forth in an Ambulance Service Agreement, SEMS shall acknowledge that The City has no obligation for the payment of any judgment or the settlement of any claims as a result of or relating to obligations of SEMS under an Ambulance Service Agreement.

SEMS shall immediately notify The City of any claim or suit made or filed against SEMS regarding any matter resulting from or relating to SEMS' obligations

under an Ambulance Service Agreement, and will cooperate, assist and consult with the City in the defense or investigation thereof.

It is agreed that SEMS shall perform as an independent contractor under this Agreement. SEMS is for all purposes arising out of this Agreement, an independent contractor, and shall not be deemed an employee of The City. It is expressly understood and agreed that SEMS and its employees shall in no event be entitled to any benefits to which The City employees are entitled, including, but not limited to, overtime, any retirement benefits, worker's compensation benefits, and injury benefits.

**B. Insurance.**

SEMS, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects The City and any insurance or self-insurance maintained by the City shall be in excess of SEMS' insurance coverage and shall not contribute to it.

**Types of Insurance and Minimum Limits:**

Worker's Compensation in the minimum statutorily required coverage amounts.  
Automobile Liability Insurance for each of SEMS' vehicles used in performance of an Ambulance Service Agreement, including owned, non-owned, leased or hired vehicles, in the minimum amount as required by State of Oklahoma EMS Rules and Regulations and Administrative Code.

Comprehensive or Commercial General Liability Insurance coverage in the minimum amount as required by State of Oklahoma EMS Rules and Regulations and Administrative Code.

Professional Liability Insurance in the minimum amount as required by State of Oklahoma EMS Rules and Regulations and Administrative Codes.

Proof of vehicle and professional liability insurance, at least in the amount of one million dollars (\$1,000,000.00) or to the amount provided for in "The Governmental Tort Claims Act, - O.S. 51-151 through 154.

SEMS shall have The City named as an additional insured.

## **7. Proposed Performance Reporting and Quality Assurance Measures**

### **A. Performance Reporting**

SEMS will work directly with The City to establish Performance Reporting that meets the specific needs of the City. Typically, we report the following measures in our other communities on a monthly and annual aggregate basis.

Total responses	Total transports	Total non-transports
Top 5 chief complaints	Age distribution	Gender distribution
Average response time	Percentage of responses meeting response time standard	

SEMS will furnish these reports by the 15<sup>th</sup> of each month in an electronic format to the City Manager. Additionally, reports will be publicly available via SEMS corporate website. SEMS will also host a private SharePoint site that will allow greater level of access by designated City Officials.

## B. Quality Assurance

SEMS evaluates each patient response for its correctness of assessment and treatment. Each case is evaluated for approximately 50 separate features that documents the correctness of care provided. While each response undergoes evaluation, we explore a higher level of granularity in cases including Stroke, STEMI (a.k.a Heart Attack), Sepsis, Trauma, Cardiac Arrest, Respiratory Distress and Patient Refusal of Care. From this work we are able to establish quality initiatives that improve the overall predictability and reliability of care that our patients receive. SEMS conducts bi-monthly quality assurance meetings that includes all of our Emergency Medical Responder agencies and is led by Dr. Herrin. These reviews give us an opportunity to evaluate our performance with our team members and structure Quality Assurance Plans that drive ongoing and continuous education. These activities promote incremental improvement and sustainability of our clinical practice of out of hospital medicine.

## **8. Support of other Local Public Safety responders**

SEMS takes great pride in establishing strong functional bonds with municipal Fire and Law enforcement agencies and Emergency Management in the cities and counties that we serve.

The ability for communities to respond to requests for service that stress the existing public safety infrastructure starts with a strong unified command and incident management team. SEMS actively participates in the Regional Medical Planning Group as well as the Region 6 and Region 8 REMSS teams. SEMS will designate personnel to the City's Incident Management Team to ensure that Medical Branch Operations are

seamless under the Yukon Fire Department and aligned with the city’s emergency response plan as well as the Region 6 plan.

SEMS recognizes that our Fire and Police Department colleagues are very important to the success of the Emergency Medical System response. SEMS values the community first response providers and welcomes their participation in patient care. To ensure continuity of care SEMS would like to offer Physician Medical Direction at no charge to Yukon Fire and Police Department. Dr. Randall Herrin is a strong advocate of pre-hospital providers and will provide medical direction, quality assurance, and recertification to all licensed Yukon Fire and Police Department personnel that require these credentials.

SEMS employs a revolutionary software suite that will provide an electronic Patient Care Report (PCR) platform which will follow patient results through the care continuum in the acute care facilities. The SEMS team of quality assurance and education providers will work cohesively with Yukon public safety EMS leadership to develop and deliver medical system education focused on exemplary patient care, responder safety, and logical medical technology and protocol advancement. SEMS will provide the following education to our Fire and Police Department colleagues:

Example list of options for courses	
Basic Life Support(BLS)	Advanced Cardiac Life Support (ACLS)
Pre-Hospital Trauma Life Support (PHTLS)	Advanced Medical Life Support (AMLS)
Pediatric Advanced Life Support (PALS)	Law Enforcement and First Response Tactical Casualty Care (LEFT-TCC)

Additionally, SEMS will offer at no charge CPR training to all City of Yukon employees. We will hold training events quarterly to provide ample opportunities for City employees to attend.

SEMS also understands the need for special medical operations in austere environments. Law Enforcement and disaster operations require a provider with an enhanced level of knowledge and expanded scope of practice and competency. We would also like to offer our law enforcement colleagues tactical medical support during special operations as well as a disaster medical specialist trained to work within a search and rescue taskforce. These system enhancements would increase the safety of these teams while providing timely care to victims of these events.

SEMS will exchange supplies utilized by Yukon Fire Department to treat patients on a one-for-one basis, excluding medications. This will help reduce the supply and logistics cost incurred by the Fire Department to support the provision of emergency medical support services.

SEMS would like to thank The City of Yukon for providing our organization with an opportunity to provide a proposal for Ambulance service. We believe that we bring best-in-class services at reasonable rates and we hope to be selected as the provider of Ambulance service for the City of Yukon.

Sincerely, The Samaritan EMS Team.



## MEMORANDUM

Date: November 8, 2016

To: James D. Crosby, City Manager

From: Robbie Williams, City Engineer

Re: Snow and Ice Plowing and Removal Services

We are requesting City Council consideration to authorize the City Engineer to advertise the above referenced project. This project establishes hourly rates for equipment including labor for snow and ice plowing and removal services. The contract documents are written that the City can award the project for one (1) year with the option of two (2) additional years. The option to add an additional year will require City Council approval.

The anticipated project schedule is as follows:

City Council approval to bid project:	November 15, 2016
Begin Advertisement	November 17, 2016
Mandatory Pre-Bid Meeting	December 1, 2016
Bid Opening	December 9, 2016
City Council Award	December 20, 2016
Project(s) Completion	As Required

**SPECIFICATIONS**

**for**

**SNOW AND ICE PLOWING AND REMOVAL SERVICES**

**for the  
CITY OF YUKON  
OKLAHOMA**



**November, 2018**

## 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**, until **10:00 a.m. on Friday the 9<sup>th</sup> day of December, 2016**, for the:

### **SNOW AND ICE PLOWING AND REMOVAL SERVICES CITY OF YUKON, OKLAHOMA**

Bids submitted by a Bidder who has been pre-qualified by the City of Oklahoma City, 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 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 Northwest 149<sup>th</sup> Street, Oklahoma City, Oklahoma 73134 upon deposit of **\$35.00 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 hourly rates of wages (if applicable) for this locality and project as determined by the Commissioner of Labor and filed with the Secretary of State, a copy of which prevailing hourly rate of wages is made a part of this notice by reference as though fully set forth herein. The low bidder must establish and maintain a yard in the City Limits of Yukon.

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 **10:00 a.m. on Tuesday the 9<sup>th</sup> day of December, 2016**, in the **City Hall Conference Room, 500 West Main, Yukon, Oklahoma**.

**A mandatory pre-bid conference will be held at the City Hall Conference Room, 500 West Main, Yukon, Oklahoma on Thursday, December 1<sup>st</sup>, 2016 at 2:00 p.m.** Attendance at the pre-bid conference *is* mandatory.

### 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.

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City Clerk

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Proposal Documents

Bid Form ..... BF-1 - BF-2  
Detailed Bid Form ..... DBF-1 - DBF-2

Contractor's Affidavits and Certificates

Bid Bond ..... BB-1  
Anticollusion Affidavit ..... A-1  
Statement of Yard Compliance ..... SOYC-1  
Affidavit of Surety ..... AOS-1  
Business Relationships Affidavit ..... BRA-1  
Contractor's Certificate ..... CC-1  
Certificate of Non-Discrimination ..... CND-1

## GENERAL PROVISIONS

## GENERAL 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.

**CALENDER DAY** - Any day of the year.

**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 Public Works Director 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 Public Works Director 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 Public Works Director 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 Public Works Director 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 unless pre-qualification is waived by the City of Yukon.
- G. Any other irregularity.
- H. Any bidder not pre-qualified with the City of Oklahoma City.

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.
- H. Any bidder not pre-qualified with the City of Oklahoma City.

#### **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 low bidder must submit a financial statement. 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) years** for all improvements from the date of final acceptance of the project(s) by the City. Said bond shall be in the sum 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 - 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.

**2.22 - 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.

**2.23 - 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 Public Works Director and with the prior approval of the City of Yukon.

Payment of extra work will be made as hereinafter provided.

**2.24 - 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 Public Works Director.

## **CONTROL OF THE WORK AND MATERIALS**

**2.25 - Authority of Public Works Director.** The Public Works Director 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.

## LEGAL RELATION AND RESPONSIBILITY TO THE PUBLIC

2.26 - 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.

2.27 - 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.

2.28 - 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.

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

2.30 - 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 Public Works Director. 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 Public Works Director. 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 Public Works Director 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.

2.31 - 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 Public Works Director. 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.

2.32 - 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.

2.33 - 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 Public Works Director may order the damaged portion immediately removed and replaced by the Contractor at his expense, if, in the opinion of the Public Works Director, 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.

2.34 - 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 Public Works Director 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 Public Works Director 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 Public Works Director 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.

2.35 - 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 Public Works Director 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.

2.36 - 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 Public Works Director, 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 Public Works Director ample notice, the Public Works Director may, at his option, deduct the cost of re-establishing such monuments or markers from any moneys due or to become due the Contractor.

2.37 - 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.

2.38 - 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 Public Works Director 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 Public Works Director an itemized statement of the details and amount of such damage and upon request shall give the Public Works Director 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.

2.39 - 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 Public Works Director 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 Public Works Director. 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.

2.40 - 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 Public Works Director. 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.

2.41 - 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.

2.42 - 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.

2.43 - Contractor's Responsibility for the Work. Until final written acceptance of the project by the Public Works Director, 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.

2.44 - 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 Public Works Director 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.

2.45 - Waiver of Legal Rights. Inspection by the Public Works Director or by any of his duly authorized representatives or any order, measurement, or certificate by the Public Works Director, 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.

2.46 - 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.

2.47 - 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.

#### 2.48 - 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

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.

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

2.50 - 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.

2.51 - 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**

2.52 - 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 Public Works Director 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.

2.53 - 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 Public Works Director 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.

2.54 - 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 Public Works Director at least twenty-four (24) hours in advance of resuming operations.

2.55 - 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 Public Works Director, 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 Public Works Director may require the Contractor to finish the section on which work is in progress before the work is started on any additional section.

2.56 - Character of Workmen and Equipment. The Contractor shall employ such superintendents, foremen, and workmen as are careful and competent and the Public Works Director 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 Public Works Director, and such person or persons shall not be employed again thereon without the written consent of the Public Works Director, then the Public Works Director 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 Public Works Director 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 Public Works Director 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.

2.57 - Day's Work. As directed by the City of Yukon.

2.58 – Time of Commencement. As directed by the City of Yukon.

2.59 - Failure to Complete Work on Time. The time of completion is of the essence to the contract. Contractor, not as a penalty but as liquidated damages will be charged \$2,000 per day after being notified by the City of Yukon to perform the work of the contract. The \$2,000 per day liquidated damage will begin 12 hours after being notified by the City of Yukon. The City of Yukon will provide the Contractor prior notice to extents practical when services will be required.

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.

2.60 - 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 Public Works Director, then the Owner, upon the Certificate of the Public Works Director 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 Public Works Director.

2.61 - 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 Public Works Director, and final acceptance and final payment made by the City.

## PAYMENT

2.62 - Payment for Extra Work. The extra work done by the Contractor, as authorized and approved by the Public Works Director 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 Public Works Director 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 Public Works Director 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 Public Works Director 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 Public Works Director his claim and an account giving the itemized cost of such work and shall give the Public Works Director access to all accounts, bills, and vouchers relating thereto.

2.63 - Partial Payment. Each month, the Public Works Director 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.

2.64 - Final Completion and Acceptance. Within thirty (30) days after the Contractor has given the Public Works Director and the City written notice that the work has been completed or substantially completed in accordance with the plans and specifications, the Public Works Director shall issue to the City and to the Contractor his Certificate of Completion or in the case of substantial completion, the Public Works Director 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 Public Works Director.

2.65 - Final Payment. On or before the 10th day after the date of the certificate of completion or the Certificate of Substantial completion, the Public Works Director 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 Public Works Director'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 Public Works Director 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.

2.66 - 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.

## **SPECIAL PROVISIONS**

## SPECIAL PROVISIONS

### GENERAL

This project consists of furnishing labor and materials and related incidental work required to make improvements to **SNOW AND ICE PLOWING AND REMOVAL SERVICES.**

### PROJECT DURATION

The work shall be commenced when a Work Order is issued for the services. The contract is for one (1) year and if agreed upon by both the City of Yukon and Contractor extended in one (1) year increments with a maximum of three (3) total years. Contract Bid Prices will be adjusted per additional year at a rate of the State of Oklahoma Consumer Price Index (CPI).

### 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.

### RIGHTS-OF-WAY

Contractor shall perform work in all right-of-way unless directed by the City of Yukon.

### 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 Public Works Director, 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 Public Works Director.
- 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 if required by the City.

### QUALIFICATION REQUIREMENTS

Contractor must be listed by the City of Oklahoma City Contractor's Prequalification Board as "Pre-qualified in the area of Class A: Paving or Stormwater" under the provisions of the City of Oklahoma City Contractor's Prequalification Resolution of May 27, 1997 and Ordinance No. 20,815.

The Contractor shall keep on the work during its progress a competent, qualified general superintendent and any necessary assistants, all satisfactory to the City. The General Superintendent shall not be changed without consent of the City 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 City shall be as binding as if given to the Contractor. 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.

### PROJECT LOCATION FOR SERVICES

City Wide

### 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. Bids are to establish unit prices only.

### AMOUNT

This contract will be awarded for the base bid amount. The City Council reserves the right to extend this contract as funds are available.

### SCOPE OF WORK

The contractor shall furnish all labor, equipment, barricades and materials necessary to perform the Snow and Ice Plowing and Removal Services. See Special Provision Technical.

### BASIS OF PAYMENT

Payment for items will be as shown in the detailed proposal.

### AWARD OF CONTRACT

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

### WORK DAYS

See Special Provision Technical.

### MEASUREMENT AND PAYMENT

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

### WAGE RATES

Not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and filed with the Secretary of State (if applicable) shall be paid to any workman employed on this project if a copy is included in the specifications. No payment or payments shall be made by the City unless the Contractor has furnished to the City written evidence certifying hourly wages paid workmen on this project in all applicable classifications and forms provided by the City.

### PRE-BIDDING INSPECTION OF SITE

Contractor shall visit the City of Yukon 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 5% for the project.

### BARRICADES AND WARNING SIGNS

Where work is carried on in or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, 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. From sunset to sunrise, the Contractor shall furnish and maintain at least one (1) light at each barricade. 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 Public Works Director shutting down the work until the Contractor shall have provided the necessary protection.

#### PROTECTION OF EXISTING STRUCTURES

The Contractor shall provide all necessary means to protect public and private structures.

#### 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.

#### UNBALANCED BIDS

Unbalanced Bids of the unit price contract will be rejected by the City of Yukon. The Public Works Director of Record will make final determination if a unit price(s) bid item has been unbalanced.

## SPECIAL PROVISIONS – TECHNICAL

### Specifications for Snow and Ice Plowing and Removal Services

#### GENERAL

It is the intent of these specifications to provide for Snow and Ice Plowing and Removal Services on the streets within the boundaries of the City of Yukon.

#### LENGTH OF CONTRACT

See Special Provision Page 1.

#### QUANTITY

The City of Yukon does not guarantee any specific work or any specific amount of work. Claims will be processed to cover work as work orders are issued by the Public Works Director or his designee and completed during the contract period. The Contractor shall provide three (3) Motor Graders (14' blade width) with Operator and three (3) Front End Loaders (3CY) with Operator for each event the services are required. The pick-up truck is only to be used as a chaser vehicle as requested by Public Works Director.

#### SCOPE OF WORK

The Contractor shall furnish all services including labor and equipment necessary to perform the work described in the work order.

Individual streets will be designated by the Director of Public Works or his designee and work orders will be issued to the Contractor. Exact limits of work will be identified in the work order or by verbal instructions from the Public Works Director. The Director of Public Works expressly reserves the right to assign work orders at his sole discretion based upon the best interest of Yukon.

#### BASIS OF PAYMENT

Payment for services of snow and ice plowing and removal shall be by the hour as designated in these contract specifications and the work order. Payment shall be made for services including labor and equipment as specifically utilized by the Contractor and as said equipment and labor is verified, documented, and justified to the Director of Public Works or his designated representative.

#### AWARD OF CONTRACT

Award of contract or contracts and issuance of work orders shall be to a Contractor or to Contractors based on prices received on the **BID FORMS**. All bids received will be considered for award. The City may award multiple contracts and issue multiple work orders based upon the best interest of the City of Yukon. Work orders shall be issued

based upon the sole determination of the Public Works Director or his designated representative of the amount of services including equipment and labor necessary to promptly complete the work order and the cost and availability of services from any or all contractors.

To provide contractual snow and ice removal support during severe winter storms, this contract may be awarded to multiple contractors for any or all services. The lowest and best contractor for any particular service will be utilized first, then, once the primary contractor's resources are exhausted, secondary contractors may be utilized.

#### PUBLIC LIABILITY

The Contractor will be required to carry Public Liability and Property Damage insurance as set forth in in the General Provisions of the specifications.

## GENERAL NOTES

1. The Contractor hereby agrees to perform snow and ice plowing and removal services as set forth in work order(s), if any, issued by the Director of Public Works or his designated representative during the contract period. The work order(s), if any, will specify if removal is required. Contractor shall assign one (1) project manager for the Public Works Director to contact. The project manager shall be satisfactory to Public Works Director and replaced by the Owner if directed.
2. Contractor will be solely responsible for his operators and equipment and will provide qualified, properly licensed operator(s). Equipment must be provided with all appropriate safety devices.
3. For the purpose of snow and ice plowing and removal of snow from Yukon streets. Contractor must commence service as soon as practicable, but within a maximum of eight (8) hours, after the issuance of a work order by the Director of Public Works, or his designated representative. Services must be completed within the time period set forth in the work order. The City of Yukon to extents practical will make contractor aware if services will be required and coordinate such activities.
4. Plowing and removal of snow and ice may be required by the Public Works Director or his designee as anticipated. Should a work order be issued, Contractor shall be issued or assigned a minimum of four (4) hours of work.
5. Contractor shall immediately notify the Director of Public Works, or his designated representative of any mechanical failures of his equipment that would prevent the timely completion of services. Upon repair of mechanical failure, Contractor is to notify Director or his representative that equipment is operable. Contractor is liable for any damage sustained to his equipment while providing services to the City.
6. The City of Yukon will provide the Contractor work orders identifying streets to be serviced and the services to be provided. The work orders will detail whether plowing or plowing and removal is required. In most instances, City streets are plowed but only openings for intersections cleared. It is the Contractor's responsibility to insure all intersections are not blocked by snow or ice plowed from City streets. Note: Generally, removal of snow and ice is only required in the specified areas.
7. The City of Yukon will separately authorize services to be performed for each successive storm emergency, and any services performed but not authorized through the issuance of a work order by the Director of Public Works or his designated representative shall not be approved for payment nor will any liability for payment be asserted by the Contractor.
8. Contractor is an independent Contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees or agents of the City of Yukon.

9. The contract awarded pursuant hereto and the services to be provided hereunder may not be assigned or subcontracted without the written authorization of the Public Works Director. Time is of the essence in the performance of snow and ice plowing and removal services. Stop work orders may be issued and this contract may be terminated by the Public Works Director at any time if, in the sole discretion of the Public Works Director or his designated representative, the Contractor fails to perform services in a timely, safe and professional manner or if Contractor fails to comply with any provisions of the Contract or these specifications.
10. Payment for services and equipment will be by the hour or proportionate payment for parts of any hour, respectively. For the purpose of payment, time will start when Contractor commences work at identified work sites and terminate whenever Contractor leaves the work site. Contractors will not be paid for equipment which is not utilized or which is not operable. The City of Yukon will not compensate the contractor for TRAVEL TIME or mobilization costs, however, all attempts will be made to assign streets within reasonable proximity to Contractor's locations.
11. The snow and/or ice must be plowed to within no more than 1" of the street surface and will be inspected by the Director of Public Works or his designated representative. Streets not meeting these requirements will be replowed at no additional cost to the City. Equipment utilized by the contractor to plow snow will be equipped with smooth buckets and smooth cutting edges.
12. Escort Vehicles are not necessary as long as the equipment used in the removal of snow and ice is equipped with flashing lights and rotating beacons.
13. Prequalification Required. Contractor must be listed by the City of Oklahoma City Contractor's Prequalification Board as "Pre-qualified in the area of Class A: Paving or Stormwater" under the provisions of the Contractor's Prequalification Resolution of May 27, 1997 and Ordinance No. 20,815.

## **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:

**SNOW AND ICE PLOWING AND REMOVAL SERVICES  
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:

---

(\$ \_\_\_\_\_).

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 Public Works Director, 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 Public Works Director 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 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 Public Works Director, 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:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Mayor

CITY OF YUKON

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 and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum of \_\_\_\_\_ 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:

**SNOW AND ICE PLOWING AND REMOVAL SERVICES  
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

**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 \_\_\_\_\_ 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, viz:

**SNOW AND ICE PLOWING AND REMOVAL SERVICES  
CITY OF YUKON, OKLAHOMA**

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

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

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

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

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

Principal

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

Surety

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

Approved by the CITY OF YUKON this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Mayor

## LIST OF DOCUMENTS REQUIRED FOR THIS BID

### **SNOW AND ICE PLOWING AND REMOVAL SERVICES CITY OF YUKON, OKLAHOMA**

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
- Business Relationship Affidavit
- Contractor's Certificate
- Certificate of Non-Discrimination
- Plan and Experience Questionnaire

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. E095.0**

Description: **SNOW AND ICE PLOWING AND REMOVAL SERVICES  
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 of:

Total Bid Price: \_\_\_\_\_  
(\$ \_\_\_\_\_).

Said Bidder acknowledges receipt of addenda 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 sixty (60) 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 after the Work Order is issued by the **City of Yukon** and to complete same as directed by the City of Yukon within **three hundred sixty five (365) calendar days** 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 of Corporation/Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\* \_\_\_\_\_

\_\_\_\_\_

\* \_\_\_\_\_

\_\_\_\_\_

\*On these lines, type or print the name and Title of each person who signed above.

If Bidder is a Corporation, affix corporate stamp or seal, if any, or, in the alternative, comply with paragraph II f) of the Signature Requirements for Bidder Documents.

**All signatures must be original ink signatures.**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**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 Public Works Director is received.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**SNOW AND ICE PLOWING AND REMOVAL SERVICES  
CITY OF YUKON, OKLAHOMA**

**DETAILED BID FORM**

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
1	8.00	HR	Motor Grader (14' Blade Width) with Operator (Mon-Fri – 8am to 5pm)		
				Dollars \$ _____	\$ _____
2	8.00	HR	Front End Loader (3 CY) with Operator (Mon-Fri – 8am to 5pm)		
				Dollars \$ _____	\$ _____
3	8.00	HR	Skid Steer (1/2 ) with operator (Mon-Fri – 8am to 5pm)		
				Dollars \$ _____	\$ _____
4	8.00	HR	Backhoe (75 HP Plus) with operator (Mon-Fri – 8am to 5pm)		
				Dollars \$ _____	\$ _____
5	8.00	HR	4 Wheel Drive pickup with Driver (Mon-Fri – 8am to 5pm)		
				Dollars \$ _____	\$ _____
6	8.00	HR	Motor Grader (14' Blade Width) with Operator (Nights and Weekends)		
				Dollars \$ _____	\$ _____
7	8.00	HR	Front End Loader (3 CY) with Operator (Nights and Weekends)		
				Dollars \$ _____	\$ _____
8	8.00	HR	Skid Steer (1/2 ) with operator (Nights and Weekends)		
				Dollars \$ _____	\$ _____
9	8.00	HR	Backhoe (75 HP Plus) with operator (Nights and Weekends)		
				Dollars \$ _____	\$ _____
10	8.00	HR	4 Wheel Drive pickup with Driver (Nights and Weekends)		
				Dollars \$ _____	\$ _____

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
11	8.00	HR	Motor Grader (14' Blade Width) with Operator (Holidays)		
				Dollars \$	\$
12	8.00	HR	Front End Loader (3 CY) with Operator (Holidays)		
				Dollars \$	\$
13	8.00	HR	Skid Steer (1/2 ) with operator (Holidays)		
				Dollars \$	\$
14	8.00	HR	Backhoe (75 HP Plus) with operator (Holidays)		
				Dollars \$	\$
15	8.00	HR	4 Wheel Drive pickup with Driver (Holidays)		
				Dollars \$	\$

**TOTAL BID PRICE \$** \_\_\_\_\_

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

**BID BOND**

**SNOW AND ICE PLOWING AND REMOVAL SERVICES  
CITY OF YUKON, OKLAHOMA  
Triad Design Group, Inc. Project No. E095.00**

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

TOTAL BID \$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Work shall commence within **ten (10) 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

**ANTICOLLUSION  
AFFIDAVIT**

The following affidavit is submitted by Bidder as a part of this bid and proposal:

STATE OF OKLAHOMA     )  
  ) SS:  
COUNTY OF OKLAHOMA    )

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says that he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said bidder; that bidder has **not** directly or indirectly entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that he has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid or bids, until after the said bid or bids are opened.

Deponent further state that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Yukon, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the award of contract pursuant to this bid.

Signed \_\_\_\_\_  
  Bidder

By \_\_\_\_\_

Title \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**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:  
  
\_\_\_\_\_



**CONTRACTOR'S CERTIFICATE**

Date Submitted \_\_\_\_\_

I hereby certify that the attached financial statement fairly presents the financial condition of

\_\_\_\_\_

as of \_\_\_\_\_  
(Date)

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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