



November 5, 2013

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

Yukon City Council / Yukon Municipal Authority Work Session
Conference Room - Centennial Building - 12 South 5th Street
November 05, 2013 – 6:00 p.m.

- 1. Discuss the process of submitting an application for the Main Street Program**

City Council - Municipal Authority Agendas

November 5, 2013 - 7:00 p.m.

Council Chambers - Centennial Building
12 South Fifth Street, Yukon, Oklahoma

The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, November 4, 2013.

Invocation: Pastor Thomas Buckley, Judah Worship Center

Flag Salute:

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

Presentations and Proclamations

Visitors

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

1A. YMA Consent Docket

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

The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of October 15, 2013**
- B) Payment of material claims in the amount of \$63,100.58**

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 October 15, 2013**
- B) Payment of material claims in the amount of \$437,863.72**
- C) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- D) Accepting Oklahoma Department of Environmental Quality Permit No. WL000009130720 for the construction of approximately 125 linear feet of 6-inch water lines and appurtenances to serve the First American Mortgage Fire Lines Project, Canadian County, Oklahoma**
- E) Entering into a Short Term Surface Commercial Lease Renewal with the Commissioners of the Land Office of the State of Oklahoma for water production from 3 wells, on Oklahoma School Land Trust property in Oklahoma County, at a variable rate based on water produced, for the term beginning January 1, 2014 through December 31, 2016**
- F) Setting the date for the next regular Council meeting for November 19, 2013, 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 -**
Board of Adjustments, Russ Kline

- 3. Consider accepting the resignation of Rick Opitz as Council Member Ward 3**

ACTION _____

- 4. Consider authorizing the City Engineer to advertise and receive bids providing unit pricing for the 2014 Concrete Paving, Drainage, Water and Sewer Repair Projects Contract**

ACTION _____

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

ACTION _____

6. Consider approving reopening the Planned Unit Development of Stone Mill Phase IV to allow for a change to the rear setback and lot coverage requirement, as recommended by the Planning Commission

ACTION_____

7. Consider approving an expenditure of funds in an amount not to exceed \$1,369,143.20, for the second series of Sanitary Sewer Repair Projects for 2013-2014, to be paid from the 2012 Series B Revenue Bond, as recommended by the Public Works Director

ACTION_____

8. Consider approving an expenditure of funds in an amount not to exceed \$77,996.00 to Standard Roofing Company, Inc., for repairs at Jackie Cooper Gym roof as specified, and to be paid from the Capital Improvement fund, as recommended by the Parks and Recreation Director

ACTION_____

9. Consider granting Oklahoma Gas and Electric (OG&E) an easement to serve Sunrise Park Splash Pad

ACTION_____

10. Consideration, discussion and possible action to appoint a Council Member for Ward 3, to fill the vacancy created by the resignation of the sitting Council Member, which appointed Council Member shall serve until a successor has been elected and qualified

ACTION_____

11. City Manager's Report – Information items only

- A. Events Report
- B. Recycle Event Report

12. New Business

13. Council Discussion

14. Adjournment

Yukon Municipal Authority Minutes October 15, 2013

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

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

1A. YMA Consent Docket

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

The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of October 1, 2013**
- B) Payment of Material claims in the amount of \$194,936.19**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of October 1, 2013 and Payment of Material claims in the amount of \$194,936.19, was made by Trustee Opitz and seconded by Trustee McEachern.

The vote:

AYES: Grba, McEachern, Smith, Alberts, Opitz

NAYS: None

VOTE: 5-0

MOTION CARRIED

2A. Consider approving an expenditure of funds in an amount not to exceed \$1,506,220.75, for Street Repair Projects, to be paid from the 2012 Series B Revenue Bond, as recommended by the Public Works Director

The motion to approve an expenditure of funds in an amount not to exceed \$1,506,220.75, for Street Repair Projects, to be paid from the 2012 Series B Revenue Bond, as recommended by the Public Works Director, was made by Trustee Grba and seconded by Trustee Opitz.

The vote:

AYES: Smith, Opitz, McEachern, Grba, Alberts

NAYS: None

VOTE: 5-0

MOTION CARRIED

EXHIBIT A
 YUKON MUNICIPAL AUTHORITY
 (Yukon, Oklahoma)
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS
 SERIES 2012

PAYMENT REQUISITION
 YUKON MUNICIPAL AUTHORITY
 CONSTRUCTION FUND
 Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated December 1, 2012 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Innovative Mechanical</u>	82-8675-16-5
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<u>10/14/13</u>	<u>J. Cooper Gym HVAC</u>	<u>\$ 62,990.78</u>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

the certificate of the supervising architect or engineer or other appropriate certification.

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

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

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

YUKON MUNICIPAL AUTHORITY

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City



October 14, 2013

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

Re: City of Yukon, Jackie Cooper Gym HVAC

Dear Mr. Johnson:

Enclosed please find three (2) copies of Payment Application No. 4 from Innovative Mechanical. We have reviewed the attached pay application and to the best of our knowledge and belief, find it in compliance with the contract documents and recommend approval of the payment in the certified amount of \$62,990.78.

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

Respectfully,



Floyd Don Wicker, AIA, APA, CSI, CDT

FDW/jh

Enclosure

cc: File E095/Projects/Jackie Cooper Gym

AIA Document G702

Application and Certificate for Payment

TO OWNER: The City of Yukon	PROJECT: Jackie Cooper Gym HVAC Project E095.0	APPLICATION NO: 4	Distribution to:
		PERIOD TO: 10/14/2013	OWNER <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT FOR:	ARCHITECT <input checked="" type="checkbox"/>
Innovative Mechanical 7413 NW 84th OKC, OK 73132	Tried Design Group 3020 NW 148th OKC, OK 73132	CONTRACT DATE:	CONTRACTOR <input type="checkbox"/>
		PROJECT NOS: E095.0	FIELD <input type="checkbox"/>
			OTHER <input type="checkbox"/>

1. ORIGINAL CONTRACT SUM	\$ 141,900.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 141,900.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 126,314.90
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	\$ 12,631.49
b. 0 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 12,631.49
6. TOTAL EARNED LESS RETAINAGE	\$ 113,683.41
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 62,990.78
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 50,692.63
9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less line 6)	\$ 28,216.59

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	-\$ 0.00
Total approved this Month	\$ 0.00	-\$ 0.00
TOTALS	\$ 0.00	-\$ 0.00
Net Changes by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR
By: *[Signature]*
State of *Oklahoma*
County of *Oklahoma*
Subscribed and sworn to before me this *14* day of *October* 2013
Notary Public: *[Signature]*
My Commission Expires *08/16*



10-14-13

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quantity of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ *62,990.78*
(Attached explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Communication Sheets that are changed to conform with the amount certified.)

ARCHITECT:
By: *[Signature]* Date: *10/14/13*

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

A1A Document G703

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line item may apply

APPLICATION NO: 3
 APPLICATION DATE: 10/14/2013
 PERIOD TO: 10/14/2013
 ARCHITECT'S PROJECT NO:

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATIO)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
1	Bonds	\$4,750.00	\$4,750.00	\$0.00	\$0.00	\$4,750.00	100.0	\$0.00	\$475.00
2	Concrete Work	\$22,414.00	\$22,414.00	\$0.00	\$0.00	\$22,414.00	100.0	\$0.00	\$2,241.40
3	Fencing	\$4,850.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$4,850.00	\$0.00
4	RTU Equipment	\$27,720.00	\$26,334.00	\$1,386.00	\$0.00	\$27,720.00	100.0	\$0.00	\$2,772.00
5	RTU Install	\$29,140.00	\$2,914.00	\$23,312.00	\$0.00	\$26,226.00	90.0	\$2,914.00	\$2,622.60
6	Air Balance	\$2,215.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$2,215.00	\$0.00
7	Electrical	\$47,311.00	\$11,827.75	\$30,752.15	\$0.00	\$42,579.90	90.0	\$4,731.10	\$4,257.99
8	General Conditions	\$3,500.00	\$1,750.00	\$875.00	\$0.00	\$2,625.00	75.0	\$875.00	\$262.50
9		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
10		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
11		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
12		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
14		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
15		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
16		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
17		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
18		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
19		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
20		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
		\$141,900.00	\$69,989.75	\$56,325.15	\$0.00	\$126,314.90		\$15,585.10	\$12,631.49

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

STATE OF OKLAHOMA SS
COUNTY OF OKLAHOMA

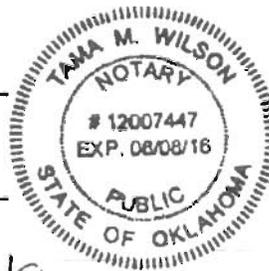
The undersigned (architect, contractor, supplier, or engineer) of lawful age, being first duly sworn on oath, says that this invoice or claim is truth and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed, or supplied) in accordance with the plans, specifications, orders, or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other things of value to obtain payment.

[Signature]
Architect, Supplier, Contractor, Engineer

Subscribed and sworn to before me this

14th of October 2013

[Signature]
Notary Public (or Clerk or Judge)



My Commission Expires: 8-8-16

EXHIBIT A
YUKON MUNICIPAL AUTHORITY
(Yukon, Oklahoma)
SALES TAX AND UTILITY SYSTEM REVENUE BONDS
SERIES 2012

PAYMENT REQUISITION
YUKON MUNICIPAL AUTHORITY
CONSTRUCTION FUND
Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated December 1, 2012 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Luther Sign Company</u>	82-8675-16-5
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<u>10/11/13</u>	<u>Horseshoe court signage</u>	<u>\$109.80</u>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

the certificate of the supervising architect or engineer or other appropriate certification.

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

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

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

YUKON MUNICIPAL AUTHORITY

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City



Ken Smith, Mayor & Council Member At Large
John Alberts, Council Member Ward II
Nick Grba, Vice Mayor & Council Member Ward I
Dewayne Maxey, Council Member Ward III
Bob Bradway, Council Member Ward IV

**From the Office of the
Parks & Recreation Director
Jan Speegle Scott**

October 22, 2013

Jl,

Attached is an invoice for the horseshoe court numbers out of the 2012 Series A Revenue Bond.

Thanks,

A handwritten signature in black ink, appearing to be "Jan", is written over the printed name "Jan".

Jan

CITY OF YUKON

532 West Main Street
P.O. Box 850500
Yukon, Oklahoma 73085
Phone: 405.350.8937
Fax: 405.350.7677



Luther Sign Company
PO Box 950117
Okla. City, OK 73195-0117

Invoice

Date	Invoice #
10/11/2013	9508

Bill To

CITY OF YUKON
 PO BOX 850500
 YUKON, OK 73085

Ship To

CUSTOMER PICK UP

P.O. Number	Terms	Due Date	Ship	Via	F.O.B.
HORSESHOE ...	Net 30	11/10/2013	10/11/2013	CPU	OKC

Quantity	Description	Price Each	Amount
12	SNS 6X8" PHI REFL. - COURT 1 (THRU 12)	9.15	109.80

A SERVICE CHARGE OF 1.5% PER MONTH WILL BE ADDED TO ALL
 ACCOUNTS 30 DAYS OR MORE PAST DUE (18%)

Sales Tax (0.0%) \$0.00

Balance Due \$109.80

Yukon City Council Minutes October 15, 2013

The Yukon City Council met in regular session October 15, 2013 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Pastor Ron Rasmussen, Christ's Church of Yukon
The flag salute was given in unison.

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

OTHERS PRESENT:

Grayson Bottom, City Manager	Mark Osby, Assistant City Attorney
Robbie Williams, City Engineer	Doug Shivers, City Clerk
Mitch Hort, Community Development Dir.	John Corn, Police Chief
Arnold Adams, Public Works Director	Jeff Deckard, Parks Superintendent
Gary Cooper, Information Technology Dir.	Jerome Brown, Information Technology
Bill Stover, Sanitation Director	Larry Mitchell, Economic Dev. Director
Dana Deckard, Administrative Coordinator	Jan Scott, Parks and Rec Director
Lori Adams, Emergency Management	

Presentations and Proclamations

Visitors

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

1A. YMA Consent Docket

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

The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of October 1, 2013**
- B) Payment of Material claims in the amount of \$194,936.19**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of October 1, 2013 and Payment of Material claims in the amount of \$194,936.19, was made by Trustee Opitz and seconded by Trustee McEachern.

The vote:

AYES: Grba, McEachern, Smith, Alberts, Opitz

NAYS: None

VOTE: 5-0

MOTION CARRIED

2A. Consider approving an expenditure of funds in an amount not to exceed \$1,506,220.75, for Street Repair Projects, to be paid from the 2012 Series B Revenue Bond, as recommended by the Public Works Director

The motion to approve an expenditure of funds in an amount not to exceed \$1,506,220.75, for Street Repair Projects, to be paid from the 2012 Series B Revenue Bond, as recommended by the Public Works Director, was made by Trustee Grba and seconded by Trustee Opitz.

The vote:**AYES: Smith, Opitz, McEachern, Grba, Alberts****NAYS: None****VOTE: 5-0****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 1, 2013**
- B) Payment of material claims in the amount of \$376,259.93**
- C) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation, or trade**
- D) The renewal of the existing Transportation Agreement between the City of Yukon and the Oklahoma Department of Corrections, Union City Community Corrections Center (UCCCC), for the weekday transportation of assigned work release offenders to the Yukon City Garage, at a cost of \$26 per round trip per day, to be continued to June 30, 2014**
- E) Setting the date for the next regular Council meeting for November 5, 2013, 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 1, 2013; Payment of material claims in the amount of \$376,259.93; Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation, or trade; The renewal of the existing Transportation Agreement between the City of Yukon and the Oklahoma Department of Corrections, Union City Community Corrections Center (UCCCC), for the weekday transportation of assigned work release offenders to the Yukon City Garage, at a cost of \$26 per round trip per day, to be continued to June 30, 2014; and setting the date for the next regular Council meeting for November 5, 2013, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member Opitz and seconded by Council Member McEachern.

The vote:**AYES: McEachern, Alberts, Opitz, Smith, Grba****NAYS: None****VOTE: 5-0****MOTION CARRIED****2. Reports of Boards, Commissions and City Officials - None****3. Consider approving an expenditure of funds in an amount not to exceed \$1,506,220.75, for Street Repair Projects, to be paid from the 2012 Series B Revenue Bond, as recommended by the Public Works Director**

The motion to approve an expenditure of funds in an amount not to exceed \$1,506,220.75, for Street Repair Projects, to be paid from the 2012 Series B Revenue Bond, as recommended by the Public Works Director, was made by Council Member Grba and seconded by Council Member Opitz.

Mayor Smith is thankful at least two of the projects are in Ward 2.

The vote:**AYES: Opitz, Smith, Grba, Alberts, McEachern****NAYS: None****VOTE: 5-0****MOTION CARRIED**

- 4. Consider approving an expenditure of funds in an amount not to exceed \$59,788.31, for replacement of 4” drop pipe in wells #4, #5, #6, and #9, to be paid from the Repair and Maintenance Fund, as recommended by the Public Works Director**

The motion to approve an expenditure of funds in an amount not to exceed \$59,788.31, for replacement of 4” drop pipe in wells #4, #5, #6, and #9, to be paid from the Repair and Maintenance Fund, as recommended by the Public Works Director, was made by Council Member McEachern and seconded by Council Member Opitz.

The vote:

AYES: Alberts, Grba, McEachern, Opitz, Smith

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 5. Consider approving an expenditure of funds in an amount not to exceed \$50,000.00, for 45,454 feet of roadway striping, to be paid from the Capital Improvement Fund, as recommended by the Public Works Director**

The motion to approve an expenditure of funds in an amount not to exceed \$50,000.00, for 45,454 feet of roadway striping, to be paid from the Capital Improvement Fund, as recommended by the Public Works Director, was made by Council Member Opitz and seconded by Council Member Grba.

The vote:

AYES: Opitz, Grba, Alberts, McEachern, Smith

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 6. Consider approving an Employee Assistance Program agreement with Counseling & Substance Abuse Services LLC, for the term of September 1, 2013 through June 30, 2014, with provisions for automatic annual renewals, at a fee of \$3.50 per eligible employee per month**

The motion to approve an Employee Assistance Program agreement with Counseling & Substance Abuse Services LLC, for the term of September 1, 2013 through June 30, 2014, with provisions for automatic annual renewals, at a fee of \$3.50 per eligible employee per month, was made by Council Member Grba and seconded by Council Member Opitz.

The vote:

AYES: Grba, Alberts, McEachern, Smith, Opitz

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 7. Consider approving a fee-in-lieu of detention in the amount of \$500.00 for Landmark Church, as recommended by the City Engineer**

The motion to approve a fee-in-lieu of detention in the amount of \$500.00 for Landmark Church, as recommended by the City Engineer, was made by Council Member Opitz and seconded by Council Member McEachern.

Council Member McEachern asked if the church was going to build additional structures. Robbie Williams stated for now, a building. They may in the future build a building and more parking. If so, they will have to have a detention then. Council Member McEachern asked if the other owner was aware. Mr. Williams stated there was not enough runoff for concern.

The vote:

AYES: McEachern, Opitz, Smith, Alberts, Grba

NAYS: None

VOTE: 5-0

MOTION CARRIED

8. City Manager's Report – Information items only

A. Sales Tax Report

B. Big Trash Day

Grayson Bottom stated the sales tax was up only slightly from last month. It was up 4.77% over same month last year and up 5.7% year to date. Use tax is not budgeted, because it is volatile from month to month. Last month up it was up 97.48% and this month it is up 135.19%, leaving us up year to date at 59.24%.

Big Trash Recycle event will be November 2, from 9am to 2pm at 501 Ash. Bring items to the Transfer Station. Mr. Bottom summarized free items and noted some recycling items that will require a fee. We do this twice a year. This will be our fall event. Sanitation has done away with summer and winter hours. From this day forward, we are Open 8am to 4pm weekdays, 10am to 4pm on Saturday and 1am to 4pm on Sunday. This gives us an additional 38 days to recycle, as well as more hours to come to transfer station. We are looking at long term plan for recycling and seeking ways to make it affordable. We have been looking at getting into the Roll-off business. This will create a cash flow stream and give us the opportunity for curbside big trash day and recycling on a regular basis. Hopefully all this can be done by mid-2015.

Council Member Grba asked if roll-offs for big businesses? Grayson Bottom stated yes, Ordinance is in place. We now do use 6yd/8yd containers.

Council Member McEachern concerned about giving up utility bill when dumping at Transfer Station. Mr. Bottom stated still working on the right process, 30-60 days out.

9. New Business - There was no new business

10. Council Discussion

Council Member Opitz thanked Arnold Adams for road repairs. Also, prayers go out to Frosty Peak.

Council Member Alberts is glad to spend money for streets. Thanks to City and staff for working toward curbside recycling. Would like update on Sanitation finances.

Council Member McEachern had a great time at Czech Fest. Appreciates street projects. Thanked Technology Department for surplus old equipment and thanked Pastor Rasmussen for prayer.

Council Member Grba stated the lights are going up in the park. Thanked all those for the work being done.

Mayor Smith thanked Bill Stover for work during sanitation transition. Thanks to Pastor Rasmussen. Mayor Smith mentioned people having "Servant's Heart" and volunteers who help in the various city capacities. Thank you for all you do.

11. Adjournment

Ken Smith, Mayor

Doug Shivers, City Clerk



RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	129,621.37
36	Sales Tax Claims		47,559.58
64	Special Revenue Fund		7,086.74
70	Water & Sewer Enterprise		206,193.94
71	Sanitation Enterprise		22,401.84
73	Storm Water Enterprise		277.15
74	Grant Fund		24,723.10
			<u>24,723.10</u>
		\$	<u><u>437,863.72</u></u>

The above foregoing claims have been passed and approved
this 5th day of November 2013 by the Yukon City Council.

Doug Shivers, City Clerk

Ken Smith, Mayor

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 Legislative						
14-53518	01-00101	City of Yukon (BankOne)ADM	Memorial Flowers	10/2013	YukonFlower 111722	47.50
			Memorial Flowers	10/2013	YukonFlower 111721	42.50
14-54891	01-00102	City of Yukon (BankOne)FIN	Study Session Dinner	10/2013	Logan's 10/01/13	174.75
14-54850	01-00123	City of Yukon (BankOne)TEC	Name plates for Council	10/2013	YukonTroph 1013282	50.40
14-54938	01-04467	Brakefield Plumbing	sewer line repair-334 Elm	9/2013	0017630	3,200.00
14-54942	01-05386	Capitol Decisions	Prof Services-Oct'13	10/2013	8281	7,500.00
14-54939	01-1	Silver Leaf Landscaping &	concrete-334 Elm	9/2013	S 3765	700.00
14-54956	01-46940	Sam's Club Direct-G.E.Capit	annual admin fee	7/2013	CF130728-7382762	50.00
14-54955	01-62900	Yukon Review Inc.	DisplayAd-HalloweenSafety	10/2013	YR69849	1,512.00
DEPARTMENT TOTAL:						13,277.15
DEPARTMENT: 02 Finance						
14-54892	01-00102	City of Yukon (BankOne)FIN	meal-OMCTFOA	10/2013	Wendy's 10/22/13	17.98
			meal-OMCTFOA	10/2013	El Vaquero10/23/13	24.00
14-54940	01-00102	City of Yukon (BankOne)FIN	business cards-Johnson	10/2013	UnitedPrinting3231	95.00
14-54718	01-1	Center for Executive and	OMCTFOA Conf Reg-JJ	10/2013	1-4150 Johnson,J.I	199.00
			OMCTFOA Conf Reg-PM	10/2013	1-4150 Merry	199.00
			OMCTFOA Conf Reg-CD	10/2013	1-4150 Dunn	199.00
14-54951	01-47660	Shred-It Oklahoma City	Doc.destruction OCl3	10/2013	9402663386	3.17
14-54889	01-72003	J. I. Johnson	reimb mileage-training	10/2013	10/18/13 Incode	58.53
			reimb mileage-OMCTFOA	10/2013	10/23/13 OMCTFOA	167.24
DEPARTMENT TOTAL:						962.92
DEPARTMENT: 03 Park Maintenance						
14-54491	01-00110	City of Yukon (BankOne)REC	carbon monoxide detector	10/2013	Locke 21483526-00	32.95
14-54681	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	10/2013	Clean 50617845	19.41
14-54874	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	10/2013	Clean 50619902	19.21
14-54875	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	10/2013	Clean 50620916	19.21
14-54234	01-30600	Lowe's Companies, Inc.	supplies for Christmas	9/2013	02349	45.45
			supplies for Christmas	10/2013	01540	26.56
			supplies for Christmas	10/2013	02752	28.40
			supplies for Christmas	10/2013	02775	15.00
			supplies for Christmas	10/2013	02751	23.65
14-54391	01-39410	Peak Landscaping	contract labor Christmas	10/2013	2110	7,680.00
			contract labor Christmas	10/2013	2111	7,680.00
			contract labor Christmas	10/2013	2112	7,680.00
14-54857	01-39410	Peak Landscaping	labor Christmas lights	10/2013	2113	7,680.00
DEPARTMENT TOTAL:						30,949.84

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 04 City Clerk						
14-54892	01-00102	City of Yukon (BankOne)	meal-OMCTFOA	10/2013	EskimoJoes10/25/13	35.95
14-54718	01-1	Center for Executive and	OMCTFOA Conf Reg-DS	10/2013	1-4150 Shivers	199.00
			OMCTFOA Conf Reg-SH	10/2013	1-4150 Hancock	199.00
14-54951	01-47660	Shred-It Oklahoma City	Doc.destruction OCl3	10/2013	9402663386	3.17
14-54890	01-75330	Doug Shivers	reimb mileage-OMCTFOA	10/2013	10/25/13 OMCTFOA	174.02
DEPARTMENT TOTAL:						611.14
DEPARTMENT: 05 Fire Department						
14-54058	01-00105	City of Yukon (BankOne)	FD FF gloves, carbon hoods	8/2013	Casco 132283	720.00
14-54181	01-00105	City of Yukon (BankOne)	FD Biswell - workrite pants	9/2013	Casco 133375	246.00
14-54290	01-00105	City of Yukon (BankOne)	FD Dyche - workrite pants	9/2013	Casco 133206	246.00
14-54739	01-00105	City of Yukon (BankOne)	FD sound bar/speakers	10/2013	Walmart 03840	167.57
			sound bar/speakers	10/2013	RadioShac 81583588	22.99
			sound bar/speakers	10/2013	RadioShac 81637875	8.99
14-54781	01-00105	City of Yukon (BankOne)	FD color ink,yel,blu,pk	10/2013	Staples 08617	61.99
			black	10/2013	Staples 08617	9.49
14-54384	01-1	Alert-All	Fire Prevention Items	9/2013	A 213091126	1,460.00
14-54687	01-30600	Lowes's Companies, Inc.	cleaning supplies	10/2013	10777	201.04
14-54362	01-31280	Massco Maintenance Compan	paper towels x 4 cs	9/2013	2276335	275.24
14-54865	01-41440	ProStar Service-Oklahoma	coffee service	10/2013	118987	119.71
DEPARTMENT TOTAL:						3,539.02
DEPARTMENT: 06 Municipal Court						
14-54171	01-00106	City of Yukon (BankOne)	CRT Notary Stamp/Bond	9/2013	OKNotary 09-13-13	42.90
14-54758	01-00106	City of Yukon (BankOne)	CRT Office Supplies	10/2013	Staples 7107386179	52.96
14-54672	01-70980	Bob Drake	reimb Bailiff Vest	10/2013	BassPro 10-03-13	73.70
DEPARTMENT TOTAL:						169.56
DEPARTMENT: 07 Community Development						
14-54510	01-00107	City of Yukon (BankOne)	CMD Water & Gatorade	10/2013	Lowes 10988	99.25
14-54507	01-27365	Keef Enterprises	air conditioner repair	10/2013	2013194	1,225.35
14-54838	01-33870	National Fire Protection As	NFPA membership-Hort	10/2013	5945002X	165.00
14-54747	01-41440	ProStar Service-Oklahoma	Coffee Filters	9/2013	117219	63.90
14-54619	01-47660	Shred-It Oklahoma City	document destruction	9/2013	9402525768	18.96
14-54839	01-47660	Shred-It Oklahoma City	Document Destruction	10/2013	9402663385	9.52
DEPARTMENT TOTAL:						1,581.98

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08 Library						
14-54279	01-00108	City of Yukon (BankOne)LIB	Postage for ILL	10/2013	USPS 624	96.93
			Postage for ILL	10/2013	USPS 27	37.90
14-54597	01-08550	Demco, Inc.	Book Covering Supplies	10/2013	5102456	978.93
14-54430	01-70320	Carol Cook	Mileage to ODL	10/2013	10-24-13	25.76
DEPARTMENT TOTAL:						1,139.52
DEPARTMENT: 09 Administration						
14-53522	01-00101	City of Yukon (BankOne)ADM	Business Lunches	10/2013	Hensleys 10-8-13	84.84
14-54841	01-00101	City of Yukon (BankOne)ADM	Renew ICSC Membership	10/2013	ICSC 10-22-13	100.00
14-53520	01-41440	ProStar Service-Oklahoma	Montly Coffee Service	10/2013	118985	19.56
14-54956	01-46940	Sam's Club Direct-G.E.Capit	membership fees	9/2013	999999 09/08/13	270.00
14-54951	01-47660	Shred-It Oklahoma City	Doc.destruction OCL3	10/2013	9402663386	9.52
14-53524	01-62200	Yukon Chamber of Commerce	Monthly Chamber Lunches	9/2013	16362	24.00
			Monthly Chamber Lunches	10/2013	16499	24.00
DEPARTMENT TOTAL:						531.92
DEPARTMENT: 10 Parks & Events						
14-54233	01-00110	City of Yukon (BankOne)REC	lodging for NRPA conf	10/2013	Texaco 6970608	66.01
			lodging for NRPA conf	10/2013	Hilton 10-10-13	745.03
			lodging for NRPA conf	10/2013	Loves 26374	53.99
14-54492	01-00110	City of Yukon (BankOne)REC	triple treat shirts	10/2013	SkisTees 10-08-13	762.00
14-54494	01-00110	City of Yukon (BankOne)REC	supplies for Spooksville	10/2013	Americover 32325	287.00
			supplies for Spooksville	10/2013	Orien 659595780-01	299.93
			supplies for Spooksville	10/2013	Greendoor 10-14-13	31.33
14-54800	01-06100	Chester the Clown & Crew,	Iclown Spooksville	10/2013	10262013	350.00
			clown for Christmas	10/2013	11232013	250.00
			clown Spirit League	10/2013	12102013	250.00
14-54638	01-1	OK Sports and Fitness	ads for Chill Cheeks	8/2013	O 07021-621	300.00
14-54644	01-1	Kathy Alvord	craft fair refund	9/2013	A 322003	60.00
14-54779	01-24900	John Johnson	sound for Christmas open	11/2013	11-23-13	250.00
14-54757	01-47660	Shred-It Oklahoma City	document shredding	9/2013	9402525606	9.48
			document shredding	10/2013	9402663274	9.52
14-54421	01-57380	Irv Wagner	entertainment Christmas	9/2013	09-03-13	825.00
DEPARTMENT TOTAL:						4,549.29

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11 Police Department						
14-53726	01-00111	City of Yukon (BankOne)PD	prisoner meals	10/2013	Walmart 03193	112.20
14-53881	01-00111	City of Yukon (BankOne)PD	patches and hems	10/2013	TownPlaza 44663	16.00
14-54470	01-00111	City of Yukon (BankOne)PD	office supplies	10/2013	Staples 7106824600	199.98
14-54577	01-00111	City of Yukon (BankOne)PD	frames	10/2013	Walmart 09521	11.36
			frames	10/2013	Walmart 09522	5.68
14-54719	01-00111	City of Yukon (BankOne)PD	dog food	10/2013	Petsmart 10-14-13	251.94
14-53459	01-47660	Shred-It Oklahoma City	shredding service	9/2013	9402544855	18.96
14-54556	01-48410	Special Ops Uniforms, Inc	Wangsgard jacket	10/2013	204273	139.99
14-54621	01-48410	Special Ops Uniforms, Inc	name tags/buckles	9/2013	202641	27.96
			name tags/buckles	10/2013	203619	49.97
			name tags/buckles	10/2013	204272	13.98
14-54746	01-48410	Special Ops Uniforms, Inc	Stilley uniform item	10/2013	204438	199.99
DEPARTMENT TOTAL:						1,048.01
DEPARTMENT: 12 Property Maintenance						
14-54617	01-00101	City of Yukon (BankOne)ADM	Jackets- Nokes-Coglin	10/2013	CAS 10-02-13	180.00
14-54681	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	10/2013	Clean 50617845	33.56
14-54874	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	10/2013	Clean 50619902	33.24
14-54875	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	10/2013	Clean 50620916	33.24
14-54883	01-30600	Lowe's Companies, Inc.	Sliders to move furniture	10/2013	02852	7.29
14-53942	01-32790	Mother Nature's Exterminati	Bug Control & Termite In	8/2013	644017	100.00
			Bug Control & Termite In	8/2013	601244	272.00
			Bug Control & Termite In	8/2013	599306	250.00
			Bug Control & Termite In	8/2013	600088	106.00
			Bug Control & Termite In	8/2013	643705	225.00
14-54946	01-37200	OK Gas & Electric	Srvc-Comb.Bill-Sep13	10/2013	10/09/13	35,736.76
14-54947	01-37200	OK Gas & Electric	Service-951 Industri	10/2013	10/10/13	34.03
14-54949	01-37600	OK Natural Gas Co	TranspChrg-1035 Indu	10/2013	10/14/13 1035Indus	113.35
14-54950	01-37600	OK Natural Gas Co	TranspChrg-501 Ash	10/2013	10/14/13 501 Ash	137.81
DEPARTMENT TOTAL:						37,262.28
DEPARTMENT: 15 Recreation Facilities						
14-53568	01-00110	City of Yukon (BankOne)REC	Friday Fun supplies	10/2013	Uline 54133110	139.42
			Friday Fun supplies	10/2013	Walmart 03699	20.68
			Friday Fun supplies	10/2013	Staples 15534	51.96
14-53915	01-00110	City of Yukon (BankOne)REC	Bunco 4 sessions	10/2013	Walmart 09323	108.92
14-54066	01-00110	City of Yukon (BankOne)REC	snack Fall Parent night	10/2013	Walmart 09698	64.71
14-54453	01-00110	City of Yukon (BankOne)REC	pic frames, fans batterie	10/2013	Amazon 10-10-13	34.28
14-54544	01-00110	City of Yukon (BankOne)REC	fall break camp	10/2013	Walmart 09592A	49.03
14-54589	01-00110	City of Yukon (BankOne)REC	Office supplies	10/2013	Staples 15528	140.72
			Office supplies	10/2013	Staples 07908	55.05
14-54509	01-02235	BSN Sports	equipment for Home School	9/2013	95600567	299.96
14-54584	01-1	Greg Kuhn	pics for events	10/2013	K 10-07-13	80.00
14-54635	01-1	Oklahoma Running Club	ads for Chill Your Cheeks	10/2013	O 777	50.00
14-54856	01-1	Stephanie Brown	refund for RAC	9/2013	B 19053	400.00
14-54206	01-30600	Lowe's Companies, Inc.	building supplies	10/2013	02828	50.62

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 Recreation Facilities						
14-54545	01-46940	Sam's Club Direct-G.E.Capit	fall break camp supplies	10/2013	3558	51.11
14-54585	01-46940	Sam's Club Direct-G.E.Capit	Food for the RAC	10/2013	6242	380.25
14-54590	01-46940	Sam's Club Direct-G.E.Capit	Coffee supplies	10/2013	3559A	91.26
14-54957	01-46940	Sam's Club Direct-G.E.Capit	concession supplies	7/2013	8551A	244.24
			concession supplies	9/2013	7451	41.10
14-54592	01-48910	Sysco Oklahoma	Food for RAC	10/2013	602228211	1,752.60
DEPARTMENT TOTAL:						4,105.91
DEPARTMENT: 17 Human Resources						
14-54736	01-00117	City of Yukon (BankOne)HR	Advanced Safety Workshop	10/2013	OSC 2591	297.00
14-54846	01-00117	City of Yukon (BankOne)HR	Frame/Mt Board (New Hire)	10/2013	Michaels 10-22-13	51.98
14-54847	01-00117	City of Yukon (BankOne)HR	OCHRS Lunch Meeting	10/2013	OCHRS 10-22-13	25.00
14-54954	01-05385	Suzanne R. Cannon, LPC, LADEAP	Contract-Sep'13	9/2013	Sep '13	763.00
			EAP Contract-Oct'13	10/2013	Oct '13	763.00
14-54652	01-31440	McClain-Chitwood Office	ProOffice Supplies	9/2013	200973	54.56
14-54951	01-47660	Shred-It Oklahoma City	Doc.destruction OCL3	10/2013	9402663386	3.18
14-54737	01-76430	Tonia Wilson	mileage for workshop	10/2013	10-24-13	34.82
DEPARTMENT TOTAL:						1,992.54
DEPARTMENT: 19 Street Department						
14-54032	01-00180	City of Yukon (BankOne)PW	emulsion	10/2013	VanceBros 072254	351.90
14-54248	01-00180	City of Yukon (BankOne)PW	traffic control rent	10/2013	ActionSaf 00182733	3,750.00
14-54358	01-00180	City of Yukon (BankOne)PW	boots - R Babb	10/2013	Gellco S130769	139.95
14-54552	01-00180	City of Yukon (BankOne)PW	hytron bulbs	9/2013	TrafficParts 37569	258.00
14-54681	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	10/2013	Clean 50617845	55.48
14-54753	01-00180	City of Yukon (BankOne)PW	eyebolt, nut	10/2013	Ace 869978	8.56
14-54787	01-00180	City of Yukon (BankOne)PW	filled sand bags	10/2013	ActionSaf 00182692	1,050.00
			delivery price	10/2013	ActionSaf 00182692	25.00
14-54874	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	10/2013	Clean 50619902	59.08
14-54875	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	10/2013	Clean 50620916	59.08
14-54725	01-30600	Lowe's Companies, Inc.	pallet of concrete	10/2013	02867	154.36
14-54752	01-30600	Lowe's Companies, Inc.	wire for schl zone lights	10/2013	02951	34.72
14-54803	01-30600	Lowe's Companies, Inc.	boards, screws, tape	10/2013	02638	74.28
14-54804	01-30600	Lowe's Companies, Inc.	mortar mix	10/2013	02111	37.12
14-54862	01-30600	Lowe's Companies, Inc.	screws	10/2013	02865	5.59
14-54817	01-47120	Schwarz Ready Mix/Boral Agg	concrete, del	10/2013	108415	199.00
14-54842	01-47670	SignalTek, Inc.	signal light repairs	10/2013	9226	223.13
			maint fee	10/2013	9226	775.00
DEPARTMENT TOTAL:						7,260.25

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 22		Insurance				
14-54952	01-57600	Wesco, Inc.	EDP additions	10/2013	173986	61.18
14-54953	01-60295	X-Clusive Collision & TowinRepair '09 Ford 4621		10/2013	RO #11648	215.96
					DEPARTMENT TOTAL:	277.14
DEPARTMENT: 23		Technology				
14-54835	01-00101	City of Yukon (BankOne)ADM	iCloud Storage Plan	10/2013	Apple 10-19-13	40.00
14-54609	01-00123	City of Yukon (BankOne)TEC	IPhone 5C Case	10/2013	Amazon 10-04-13	21.17
			IPhone 5C Case	10/2013	Amazon 10-03-13	32.95
14-54655	01-00123	City of Yukon (BankOne)TEC	Edge Memory	10/2013	CDW-G GG48638	193.88
			Kingston Memory	10/2013	CDW-G GG48638	296.22
14-54657	01-00123	City of Yukon (BankOne)TEC	HP Ink	10/2013	Quill 6211229	267.97
14-54658	01-00123	City of Yukon (BankOne)TEC	T1 service-SP'13	9/2013	ATT 410072170409	1,200.00
14-54684	01-00123	City of Yukon (BankOne)TEC	Coffee Creamer	10/2013	Quill 6247008	84.95
14-54685	01-00123	City of Yukon (BankOne)TEC	Toner Collection Kit	10/2013	CDW-G GL55391	32.54
14-54686	01-00123	City of Yukon (BankOne)TEC	Credit Invoice	10/2013	Otterbox 005002548	114.80-
14-54764	01-00123	City of Yukon (BankOne)TEC	ConnectCard OC'13	10/2013	Sprint 10-12-13	337.50
14-54765	01-00123	City of Yukon (BankOne)TEC	Mob Phone Srvc-SP'13	10/2013	Verizon 9712841986	4,925.75
14-54768	01-00123	City of Yukon (BankOne)TEC	Ticket Writers Svc-SP13	10/2013	Verizon 9712762622	50.89
14-54769	01-00123	City of Yukon (BankOne)TEC	LongDist Srvc-SP'13	10/2013	ATT 80255519110A	86.48
14-54836	01-00123	City of Yukon (BankOne)TEC	Logitech MK320 Combo	10/2013	Staples 19779	79.98
14-54837	01-00123	City of Yukon (BankOne)TEC	HP Ink	10/2013	Quill 6574161	219.96
			HP Ink	10/2013	Quill 6574182	171.98
			HP Ink	10/2013	Quill 6574171	161.98
14-54851	01-00123	City of Yukon (BankOne)TEC	Internet/Cable Srvc OC'13	10/2013	Cox 10-18-13	1,632.00
14-54852	01-00123	City of Yukon (BankOne)TEC	Sevice Plan Renewal	10/2013	Brickhous 10-23-13	74.85
14-54885	01-00123	City of Yukon (BankOne)TEC	Tower Heater	10/2013	Walmart 07350	47.44
			Blk Cart	10/2013	Walmart 07350	19.88
			Paper Plates	10/2013	Walmart 07350	5.97
			Forks	10/2013	Walmart 07350	10.48
14-54941	01-01050	Assoc of Central OK Govt	Lang.Line Usage SE13	10/2013	1933	25.20
14-53640	01-06244	Chickasaw Telecom, Inc.	Network Support As Needed	10/2013	155221	234.50
14-54770	01-09200	Digital Media Warehouse	HP Ink	10/2013	ARIN740703DMW	99.00
14-54740	01-1	COMLINK	Replacement Batteries	10/2013	C 21428	4,200.00
14-54654	01-19030	High-Tech-Tronics, Inc	Service Call	9/2013	102742	127.50
14-54802	01-19030	High-Tech-Tronics, Inc	Monitoring Fees	10/2013	103066	179.85
14-54661	01-30600	Lowe's Companies, Inc.	Cabels	10/2013	Lowes 11812	24.64
			Outlets	10/2013	Lowes 11812	13.27
14-54864	01-41440	ProStar Service-Oklahoma	Coffee Service	10/2013	118988	47.84
14-54481	01-48293	Software House Internationa	software maint renewal	10/2013	B01399716	707.00
14-54743	01-48885	Superior Office Systems	Copier Rental Charge	10/2013	4158	825.00
			RCDSbillalecopOC'13	10/2013	4158	14.81
			RCDSbasecopieOC'13	10/2013	4158	39.20
			MainbillablecopOC'13	10/2013	4158	47.16
			MainbasecopiesOC'13	10/2013	4158	94.40
			AdminbillablecoOC'13	10/2013	4158	10.94
			AdminbasecopiesOC'13	10/2013	4158	19.50
			ECONDevbasecopieOC13	10/2013	4158	7.49

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 23		Technology				
14-54771	01-50800	TruColor Environmental Inks	Hp Ink	10/2013	4955	127.50
			shipping	10/2013	4955	15.15
14-54653	01-60351	Xerox Corporation	D252 EFI lease	10/2013	070332082	261.04
14-54659	01-60351	Xerox Corporation	D242V CH lease	10/2013	070478606	1,390.47
			D242VCH meter usage	10/2013	070478606	1.86
			W5030 PW lease	10/2013	070478608	289.94
14-54660	01-60351	Xerox Corporation	W5675 CH lease	10/2013	070478607	1,477.19
			W5675 CH meter usage	10/2013	070478607	202.43
DEPARTMENT TOTAL:						20,362.90
FUND TOTAL:						129,621.37

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		96 SALES TAX IMPROVEMENTS				
14-54664	01-00105	City of Yukon (BankOne)FD	chair & mat-Training Ofc	8/2013	Staples 9700309422	169.98
14-53288	01-00108	City of Yukon (BankOne)LIB	Books-Locally Purchased	10/2013	Hastings 5268200	80.76
14-54424	01-00110	City of Yukon (BankOne)REC	movie items	9/2013	Uline 53702989	64.74
			movie items	9/2013	RugStreet 09-24-13	152.10
			movie items	9/2013	Amazon 09-20-13	319.99
			movie items	9/2013	Amazon 09-20-13	155.96
			movie items	10/2013	Amazon 10-03-13	63.99
14-53810	01-00136	City of Yukon (BankOne)ED	Furniture for YEDA Office	10/2013	Staples 16248	139.97
			Furniture for YEDA Office	10/2013	BrewerCar CG327693	613.59
			Furniture for YEDA Office	10/2013	YukonTroph 1013228	75.00
14-54691	01-00136	City of Yukon (BankOne)ED	Office Supplies	10/2013	Staples 07845	149.20
			Office Supplies	10/2013	Staples 16252	56.97
			Office Supplies	10/2013	Staples 18517	68.26
14-54751	01-00136	City of Yukon (BankOne)ED	copies/ bind report	10/2013	Staples 26172	404.50
14-54365	01-00180	City of Yukon (BankOne)PW	new meter parts	10/2013	PioneerSupp 214056	2,530.10
14-53590	01-04450	Brodart	Young Adult Standing Orde	7/2013	B2757930	11.39
			Young Adult Standing Orde	10/2013	B3176386	10.29
			Young Adult Standing Orde	10/2013	B3191826	7.00
14-53852	01-04450	Brodart	YA Fiction/non-fiction	10/2013	B3165425	24.56
			YA Fiction/non-fiction	10/2013	B3171992	4.59
			YA Fiction/non-fiction	10/2013	B3179913	22.78
			YA Fiction/non-fiction	10/2013	B3191827	7.00
14-53853	01-04450	Brodart	Children's Fiction/non-fi	9/2013	B3112195	10.77
			Children's Fiction/non-fi	9/2013	B3125441	10.77
			Children's Fiction/non-fi	9/2013	B3145982	11.83
14-54166	01-04450	Brodart	Children's Books	9/2013	B3128779	17.96
			Children's Books	10/2013	B3184681	15.32
			Children's Books	10/2013	B3165426	20.67
			Children's Books	10/2013	B3221201	21.90
14-54168	01-04450	Brodart	Adult Fiction/non-fiction	10/2013	B3165427	46.28
			Adult Fiction/non-fiction	10/2013	B3176382	17.99
			Adult Fiction/non-fiction	10/2013	B3197197	22.39
			Adult Fiction/non-fiction	10/2013	B3221202	39.79
14-54277	01-04450	Brodart	Adult Standing Order	10/2013	B3160323	10.30
			Adult Standing Order	10/2013	B3176384	14.12
			Adult Standing Order	10/2013	B3184682	14.70
			Adult Standing Order	10/2013	B3187482	16.32
			Adult Standing Order	10/2013	B3197198	10.60
			Adult Standing Order	10/2013	B3197199	15.79
14-54434	01-04450	Brodart	Adult Fiction/non-fiction	10/2013	B3171993	317.52
			Adult Fiction/non-fiction	10/2013	B3176383	58.35
			Adult Fiction/non-fiction	10/2013	B3179914	13.60
			Adult Fiction/non-fiction	10/2013	B3191828	229.43
14-54610	01-05490	CDW Government Inc.	HP Compaq 6300	10/2013	GH84408	1,770.00
			Memory 4GB	10/2013	GH84408	111.00
14-54943	01-05642	The Center for Economic	Consult-PotentialFriscoPr	10/2013	9806	3,179.80
14-54689	01-05645	Center Point Large Print	Large Print Standing Orde	10/2013	1131053	503.28
14-54193	01-1	Absolute Heat and Air	HVAC unit	10/2013	A 001180	4,700.00

FUND: 36 - 96 ST Capital Improvement

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 96 SALES TAX IMPROVEMENTS						
14-54599	01-16230	Gale Group Inc	Large Print Standing Orde	10/2013	50510796	173.54
14-54695	01-28600	L & M Office Furniture	Training Office Furniture	9/2013	61019-0	2,295.50
14-54750	01-30600	Lowe's Companies, Inc.	mini fridge	10/2013	01920	134.10
14-54818	01-30600	Lowe's Companies, Inc.	concrete/mortar mix	10/2013	01089	243.86
14-53648	01-30680	Luther Sign Company	street signs, markers	9/2013	9493	1,268.83
			street signs, markers	9/2013	9494	325.46
14-54011	01-34140	New World Systems	Implementation Services	9/2013	030335	13,250.00
			Implementation Services	10/2013	030997	13,250.00
14-54598	01-44395	Recorded Books, LLC	Audio Books	10/2013	74808848	129.20
			Audio Books	10/2013	74810402	98.99
			Audio Books	10/2013	74815017	56.90
					DEPARTMENT TOTAL:	47,559.58
					FUND TOTAL:	47,559.58

FUND: 64 - Special Revenue

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 23 Special Events						
14-53517	01-00101	City of Yukon (BankOne)ADM	Christmas Decorations	10/2013	K&KInterior 982030	1,299.96
			Christmas Decorations	10/2013	A&BWhole 19767	315.32
			Christmas Decorations	10/2013	A&BWhole 19780	313.14
14-54410	01-00101	City of Yukon (BankOne)ADM	Materials for Train Tunne	10/2013	RadioShac 10-17-13	198.44
			Materials for Train Tunne	10/2013	Walmart 08021	225.00
DEPARTMENT TOTAL:						2,351.86
DEPARTMENT: 28 Park & Recreation						
14-54454	01-30600	Lowe's Companies, Inc.	lamps for RAC	9/2013	10836	93.74
DEPARTMENT TOTAL:						93.74
DEPARTMENT: 42 Insurance & Misc Reimb						
14-54656	01-00123	City of Yukon (BankOne)TEC	Cell Phone Upgrades	9/2013	Verizon 09-23-13	299.99
			Cell Phone Upgrades	9/2013	Verizon 09-23-13	99.99
			Cell Phone Upgrades	9/2013	Verizon 09-23-13	99.99
			Cell Phone Upgrades	9/2013	Verizon 09-23-13	99.99
			Cell Phone Upgrades	9/2013	Verizon 09-23-13	99.99
14-54686	01-00123	City of Yukon (BankOne)TEC	Cell Phone Upgrade	10/2013	Verizon 10-08-13	299.99
14-54953	01-60295	X-Clusive Collision & TowinRepair	'09 Ford 4621	10/2013	RO #11648	903.30
DEPARTMENT TOTAL:						1,903.24
DEPARTMENT: 67 Police Department						
14-54083	01-00111	City of Yukon (BankOne)PD	Camera for booking	8/2013	USASecurity 6933	59.50
			Camera for booking	8/2013	Vaddio 5352000290	187.51
			Camera for booking	9/2013	CDW-G FN39343	23.34
			Camera for booking	9/2013	CDW-G FP00805	158.09
14-54469	01-07390	Crosslands A & A Rent-All	Sport a potties	10/2013	40789.1.3	150.00
14-54393	01-30600	Lowe's Companies, Inc.	supplies for training	9/2013	02339	327.39
			supplies for training	9/2013	02795A	169.94
			supplies for training	9/2013	02104	6.25
			sales tax refund	9/2013	15540	26.62-
14-53442	01-36200	OK Association of Chiefs	study materials	7/2013	2013-491	1,682.50
DEPARTMENT TOTAL:						2,737.90
FUND TOTAL:						7,086.74

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 Utility Billing						
14-54766	01-00123	City of Yukon (BankOne)TEC	MR Phone Srvc-SP'13	10/2013	Verizon 9712841987	164.55
14-54738	01-00170	City of Yukon (BankOne)UB	Locks for water meters	10/2013	Lowes 10223	43.48
			refund sales tax	10/2013	Lowes 10223	3.54-
14-54681	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	10/2013	Clean 50617845	19.95
14-54741	01-00180	City of Yukon (BankOne)PW	5-30 Motor oil for vehs	10/2013	Fentress 676047	74.88
14-54874	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	10/2013	Clean 50619902	19.75
14-54875	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	10/2013	Clean 50620916	19.75
14-54680	01-39550	Paul Penley Oil Company,	Infuel for city veh's	10/2013	0096192-IN	521.14
14-54663	01-39960	Pitney Bowes	Postage Meter Supplies	10/2013	5502314586	326.35
DEPARTMENT TOTAL:						1,186.31
DEPARTMENT: 02 Water Distribution						
14-54127	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	10/2013	Ace 869516	26.98
14-54128	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	10/2013	Napa 546938	5.66
14-54365	01-00180	City of Yukon (BankOne)PW	non durable supplies	10/2013	Ace 869543	5.00
			non durable supplies	10/2013	Ace 869560	50.24
			sewer line repairs	10/2013	Ace 869936	24.97
			sewer line repairs	10/2013	Locke 21548623-00	4.69
			water line repairs	10/2013	OKContr 0527045	270.00
14-54665	01-00180	City of Yukon (BankOne)PW	valve wrenches	10/2013	HDSupply B621738	375.00
			shoves, flashlites	10/2013	Ace 869913	162.91
14-54671	01-00180	City of Yukon (BankOne)PW	DEQ Test. Bill Hood	8/2013	DEQ OE4526508	62.00
			DEQ Test. James Jone	8/2013	DEQ OE4526507	62.00
			DEQ Test. SteveGreen	8/2013	DEQ OE4526509	62.00
14-54681	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	10/2013	Clean 50617845	45.79
14-54729	01-00180	City of Yukon (BankOne)PW	wrenches	10/2013	HDSupply B621682	130.00
14-54741	01-00180	City of Yukon (BankOne)PW	5-30 Motor oil for vehs	10/2013	Fentress 676047	20.80
14-54814	01-00180	City of Yukon (BankOne)PW	meter cans	10/2013	OKContr 0526959	940.00
14-54819	01-00180	City of Yukon (BankOne)PW	ballasts	10/2013	Locke 21532668-00	40.60
14-54874	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	10/2013	Clean 50619902	45.48
14-54875	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	10/2013	Clean 50620916	45.48
14-54948	01-37470	OK Municipal League	annual dues-OkMunUtP	10/2013	024358	100.00
14-54680	01-39550	Paul Penley Oil Company,	Inunleaded fuel	10/2013	0096192-IN	952.45
			diesel fuel	10/2013	0096192-IN	219.89
14-54817	01-47120	Schwarz Ready Mix/Boral	Aggconcrete	10/2013	108415	99.00
14-53404	01-48290	Sod By Sherry	sod	10/2013	10128	80.00
DEPARTMENT TOTAL:						3,830.94

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 03 Treatment and Supply						
14-54626	01-04475	Brewer Construction Co.	Well line repair	10/2013	2013-59	14,211.20
14-54944	01-06375	City of Oklahoma City	Water Usage - Sep'13	10/2013	10/08/13	164,328.28
14-54679	01-57420	Waste Connections of Oklaho	landfill fees 2nd 1/2 Sep	9/2013	18208	1,194.74
14-54843	01-57420	Waste Connections of Oklaho	landfill fees 1st of Oct	10/2013	18313	865.22
14-54678	01-57425	Waste Connections of Oklaho	Hauling for Sept 2013	10/2013	1305117	1,650.00
DEPARTMENT TOTAL:						182,249.44
DEPARTMENT: 04 Fleet Maintenance						
14-53349	01-00180	City of Yukon (BankOne)PW	oils, lubricants city veh	10/2013	Chappel 0181463-IN	375.89
			oils, lubricants city veh	10/2013	Napa 546905	50.00
			oils, lubricants city veh	10/2013	Perfectio 92765141	241.11
14-54103	01-00180	City of Yukon (BankOne)PW	drill bits	10/2013	RamProd 008011379	129.00
14-54127	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	10/2013	Harley 526359	19.79
			parts to repair vehicles	10/2013	AutoFX 18469	350.00
			parts to repair vehicles	10/2013	Locke 21473123-00	23.34
			parts to repair vehicles	10/2013	S&JTire 45284	263.56
			parts to repair vehicles	10/2013	Bakers 25444	25.00
			parts to repair vehicles	10/2013	Chappell 0378224	28.00
			parts to repair vehicles	10/2013	S&JTire 45318	114.77
			parts to repair vehicles	10/2013	Bakers 25443	100.00
			credit starter	10/2013	Bakers 25462	100.00-
14-54128	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	10/2013	Napa 546410	60.17
			parts to repair vehicles	10/2013	Napa 546938	75.34
14-54129	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	10/2013	OReily 0343-351974	326.27
			parts to repair vehicles	10/2013	OReily 0343-348671	134.89
14-54504	01-00180	City of Yukon (BankOne)PW	fuel for CNG vehicles	10/2013	OnCue 1663	14.22
			fuel for CNG vehicles	10/2013	OnCue 1650	19.25
			fuel for CNG vehicles	10/2013	OnCue 1882	9.58
			fuel for CNG vehicles	10/2013	OnCue 1949	16.56
14-54562	01-00180	City of Yukon (BankOne)PW	angle iron for bed rails	10/2013	Barker 147120	46.40
14-54666	01-00180	City of Yukon (BankOne)PW	welding wire	10/2013	GasSupp 01256797	19.40
14-54681	01-00180	City of Yukon (BankOne)PW	red oil rag rental	10/2013	Clean 50617845	27.85
			uniform cleaning,ren	10/2013	Clean 50617845	17.92
14-54726	01-00180	City of Yukon (BankOne)PW	regulator, vents etd	10/2013	Locke 21465444-00	84.59
14-54727	01-00180	City of Yukon (BankOne)PW	valve, cpler, ell et	10/2013	Locke 21464642-00	53.99
14-54728	01-00180	City of Yukon (BankOne)PW	tool box for truck	10/2013	NorthTool 21914	169.99
14-54731	01-00180	City of Yukon (BankOne)PW	pipe die	10/2013	Napa 546551	2.90
14-54733	01-00180	City of Yukon (BankOne)PW	tires - PD	10/2013	S&JTire 45319	531.64
			Tires - Prop Maint	10/2013	S&JTire 45319	276.38
14-54735	01-00180	City of Yukon (BankOne)PW	shop vac	10/2013	Napa 546900	208.89
14-54741	01-00180	City of Yukon (BankOne)PW	5-30 Motor oil for vehs	10/2013	Fentress 676047	322.04
14-54806	01-00180	City of Yukon (BankOne)PW	tee,nipple, ell	10/2013	Ace 869935	10.06
14-54807	01-00180	City of Yukon (BankOne)PW	ship monitor-Eng 2	10/2013	Staples 18357	11.05
14-54808	01-00180	City of Yukon (BankOne)PW	2-pack 18 V battery	10/2013	Ace 869546	119.99
14-54809	01-00180	City of Yukon (BankOne)PW	swivel, gun, lance	10/2013	Chappel 0181505-IN	360.09
14-54810	01-00180	City of Yukon (BankOne)PW	weed eater for FD	10/2013	Ace 869545	255.99
14-54820	01-00180	City of Yukon (BankOne)PW	steel for wash bay	10/2013	Albright 217724-00	135.97

FUND: 70 - Water & Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 04		Fleet Maintenance				
14-54821	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	8/2013	Conrad 485560	420.60
			parts to repair vehicles	8/2013	Conrad 486110	28.08
			parts to repair vehicles	10/2013	Cummins 020-42692	100.00
			parts to repair vehicles	10/2013	Bakers 25473	45.00
			credit - warranty	10/2013	Conrad 486596	412.52-
14-54863	01-00180	City of Yukon (BankOne)PW	brush, towels-wash bay	10/2013	Napa 548115	29.48
14-54874	01-00180	City of Yukon (BankOne)PW	red oil rag rental	10/2013	Clean 50619902	29.54
			uniform cleaning,ren	10/2013	Clean 50619902	17.76
14-54875	01-00180	City of Yukon (BankOne)PW	red oil rag rental	10/2013	Clean 50620916	19.78
			uniform cleaning,ren	10/2013	Clean 50620916	17.76
14-54876	01-00180	City of Yukon (BankOne)PW	white paint	10/2013	Napa 548166	22.84
14-54860	01-1	A.M.P.	soap, glass cleaner	10/2013	A 62759	122.00
14-54677	01-29525	Locke Welding	demurrage rental for Sept	9/2013	R3856	104.00
14-54680	01-39550	Paul Penley Oil Company,	Inunleaded fuel	10/2013	0096192-IN	9,589.52
			diesel fuel	10/2013	0096192-IN	2,625.89
14-54861	01-41440	ProStar Service-Oklahoma	coffee service	10/2013	118992	26.71
14-54815	01-53425	DOC/Union City Comm Corr	Ctppwp pay for Sept '13	10/2013	UC20140004Y	226.30
			adm fee	10/2013	UC20140004Y	22.63
14-54816	01-53425	DOC/Union City Comm Corr	Cttransportation sept	10/2013	UNC20140004YUKON	960.00
DEPARTMENT TOTAL:						18,927.25
FUND TOTAL:						206,193.94

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Sanitation				
14-54767	01-00123	City of Yukon (BankOne)TEC	San Svcs Tablets	10/2013	Verizon 9712841988	160.04
14-54692	01-00171	City of Yukon (BankOne)SAN	storage clipboards	10/2013	Walmart 2677889574	195.81
			nondurable supplies	10/2013	Ace 869517	42.27
			nondurable supplies	10/2013	Napa 546886	57.22
			nondurable supplies	10/2013	Walmart 2677889574	97.92
			tax credit	10/2013	Walmart 10-14-13	24.27-
14-54693	01-00171	City of Yukon (BankOne)SAN	print transfer st tickets	10/2013	CustomPrt 10-21-13	842.00
14-54697	01-00171	City of Yukon (BankOne)SAN	E Champlin-clothing	10/2013	Langstons 4533713	99.88
			J Hawkins-clothing	10/2013	Langstons 4748705	159.88
			D Jordan-clothing	10/2013	Langstons 5353713	99.88
			K Kammerzell-clothin	10/2013	Langstons 5261709	99.91
			R Luman - clothing	10/2013	Langstons 4535713	86.91
			J McLearen-clothing	10/2013	Langstons 4747705	130.82
			C Molden - clothing	10/2013	Langstons 5302714	100.00
			D Roberts - clothing	10/2013	Langstons 4621705	4.18
			D Roberts - clothing	10/2013	Langstons 4620705	95.82
			K Schwarz - clothing	10/2013	Langstons 4564713	88.88
			C Wilkerson-clothing	10/2013	Walmart 07164	98.22
			refund for overage	10/2013	Langstons 4749705	9.88-
			R Luman - clothing	10/2013	Walmart 06043	8.77
14-54754	01-00171	City of Yukon (BankOne)SAN	C Wilkerson - boots	10/2013	Langstons 4746705	149.00
14-54794	01-00171	City of Yukon (BankOne)SAN	metal-repair wash bay pit	10/2013	Barker 147116	51.52
14-54872	01-00171	City of Yukon (BankOne)SAN	air filters	10/2013	Locke 21584274-00	15.63
14-54127	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	10/2013	SWTrailer AI12531	56.36
14-54128	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	10/2013	Napa 546938	118.96
14-54681	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	10/2013	Clean 50617845	41.07
14-54741	01-00180	City of Yukon (BankOne)PW	5-30 Motor oil for vehs	10/2013	Fentress 676047	37.44
14-54874	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	10/2013	Clean 50619902	45.58
14-54875	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	10/2013	Clean 50620916	45.58
14-54662	01-01352	Anderson Safety Products	safety vests	10/2013	1383	30.50
14-53526	01-13500	Fentress Oil Company	hydraulic oil	10/2013	675116	1,662.29
14-54680	01-39550	Paul Penley Oil Company,	Inunleaded fuel	10/2013	0096192-IN	301.67
			diesel fuel	10/2013	0096192-IN	4,628.12
14-54853	01-57420	Waste Connections of Oklaho	Landfill fees	10/2013	18312	10,488.86
14-54903	01-57425	Waste Connections of Oklaho	rollloff hauling	10/2013	1304946	2,295.00
DEPARTMENT TOTAL:						22,401.84
FUND TOTAL:						22,401.84

FUND: 73 - Storm Water Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Stormwater				
14-54741	01-00180	City of Yukon (BankOne)PW	5-30 Motor oil for vehs	10/2013	Fentress 676047	10.40
14-54945	01-06377	City of Oklahoma City	Ranks-1144 Cambridge	9/2013	11100313	39.50
			Story-4108 EveningSt	9/2013	11100313	39.50
			Cositlow-1120Camelot	9/2013	11100313	79.00
14-54680	01-39550	Paul Penley Oil Company,	Inunleaded	10/2013	0096192-IN	108.75
					DEPARTMENT TOTAL:	277.15
					FUND TOTAL:	277.15

FUND: 74 - Grant Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 24		** INVALID DEPARTMENT **				
14-54078	01-1	OEM Systems	CNG Conversion Kits	9/2013	O 97351	12,361.55
			CNG Conversion Kits	9/2013	O 97352	12,361.55
					DEPARTMENT TOTAL:	24,723.10
					FUND TOTAL:	24,723.10
					GRAND TOTAL:	437,863.72

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
7/2013	01	501-354	Assoc Memberships & Conf Reg	50.00	
7/2013	01	515-213	Food Supplies	244.24	294.24
7/2013	36	501-408	Cap. Improvements-Library	11.39	11.39
7/2013	64	567-356	Support of Org-PD Training	1,682.50	1,682.50
8/2013	01	505-218	Protective Clothing/Safety Equ	720.00	
8/2013	01	510-381-106	Festival/Events-Christmas-Park	300.00	
8/2013	01	512-314	Bug and Rodent Control	953.00	1,973.00
8/2013	36	501-601	Contingency	169.98	169.98
8/2013	64	567-357	Support of Org.- Surety Jail	247.01	247.01
8/2013	70	502-377	Licenses	186.00	
8/2013	70	504-318	Motor Vehicles/Small Equip Par	448.68	634.68
9/2013	01	501-366	Emergencies	3,900.00	
9/2013	01	503-381	Festivals and Events	45.45	
9/2013	01	505-206	Building Maintenance Supplies	275.24	
9/2013	01	505-217	Wearing Apparel	492.00	
9/2013	01	505-221	Public Educational Supplies	1,460.00	
9/2013	01	506-222	Record Supplies	42.90	
9/2013	01	507-328	Document Destruction	18.96	
9/2013	01	507-384	Coffee Service	63.90	
9/2013	01	509-331	Travel Expense	24.00	
9/2013	01	509-354	Assoc Memberships & Conf Reg	270.00	
9/2013	01	510-328	Document Destruction	9.48	
9/2013	01	510-361	Refunds	60.00	
9/2013	01	510-381-106	Festival/Events-Christmas-Park	825.00	
9/2013	01	511-217	Wearing Apparel	27.96	
9/2013	01	511-328	Document Destruction	18.96	
9/2013	01	515-213	Food Supplies	41.10	
9/2013	01	515-361	Refunds	400.00	
9/2013	01	515-380	Park & Rec Activities/Programs	299.96	
9/2013	01	517-201	Office Supplies	54.56	
9/2013	01	517-347	Special Services	763.00	
9/2013	01	519-311	Street Signs Traffic Lights an	258.00	
9/2013	01	523-341	Telephone,Teletype,Internet Se	1,200.00	
9/2013	01	523-369	Technology Equip,Repair & Inst	127.50	10,677.97
9/2013	36	501-408	Cap. Improvements-Library	51.33	
9/2013	36	501-410	Cap. Improvements-Parks Admin.	692.79	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2013	36	501-419	Capital Improvements-Streets	1,594.29	
9/2013	36	501-423	Capital Improvements-Technolog	13,250.00	
9/2013	36	501-601	Contingency	2,295.50	17,883.91
9/2013	64	528-380-110	Park Friends	93.74	
9/2013	64	542-366-101	Insurance Reimbursement	699.95	
9/2013	64	567-356	Support of Org-PD Training	476.96	
9/2013	64	567-357	Support of Org.- Surety Jail	181.43	1,452.08
9/2013	70	503-348	Consultant Fees	1,194.74	
9/2013	70	504-223	Welding Supplies	104.00	1,298.74
9/2013	73	501-347	Special Services	158.00	158.00
9/2013	74	524-381	CNG Conversion Grant	24,723.10	24,723.10
10/2013	01	501-201	Office Supplies	50.40	
10/2013	01	501-213	Food Supplies	174.75	
10/2013	01	501-345	Advertising	1,512.00	
10/2013	01	501-348	Consultant Fees	7,500.00	
10/2013	01	501-360	Contributions and Memorials	90.00	
10/2013	01	502-328	Document Destruction	3.17	
10/2013	01	502-331	Travel Expense	267.75	
10/2013	01	502-349	Printing	95.00	
10/2013	01	502-354	Assoc Memberships & Conf Reg	597.00	
10/2013	01	503-217	Wearing Apparel	57.83	
10/2013	01	503-302	Buildings	32.95	
10/2013	01	503-381	Festivals and Events	93.61	
10/2013	01	503-504	Contractual Agreements	30,720.00	
10/2013	01	504-328	Document Destruction	3.17	
10/2013	01	504-331	Travel expenses	209.97	
10/2013	01	504-354	Assoc Memberships & Conf R	398.00	
10/2013	01	505-202	Duplication/Computer Supplies	71.48	
10/2013	01	505-205	Nondurable Supplies	201.04	
10/2013	01	505-316	Furniture,Fixtures & Misc Furn	199.55	
10/2013	01	505-384	Coffee Service	119.71	
10/2013	01	506-201	Office Supplies	52.96	
10/2013	01	506-217	Wearing Apparel	73.70	
10/2013	01	507-218	Protective Clothing/Safety Equ	99.25	
10/2013	01	507-321	Air Conditioning and Heating S	1,225.35	
10/2013	01	507-328	Document Destruction	9.52	
10/2013	01	507-354	Assoc Memberships & Conf Reg	165.00	
10/2013	01	508-222	Record Supplies	978.93	
10/2013	01	508-331	Travel Expense	25.76	
10/2013	01	508-340	Postage	134.83	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
10/2013	01	509-328	Document Destruction	9.52	
10/2013	01	509-331	Travel Expense	108.84	
10/2013	01	509-354	Assoc Memberships & Conf Reg	100.00	
10/2013	01	509-384	Coffee Service	19.56	
10/2013	01	510-328	Document Destruction	9.52	
10/2013	01	510-354	Assoc Memberships & Conf Reg	865.03	
10/2013	01	510-381-102	Festival & Events-Spooksville	1,980.26	
10/2013	01	510-381-106	Festival/Events-Christmas-Park	250.00	
10/2013	01	511-201	Office Supplies	199.98	
10/2013	01	511-212	Animal Food	251.94	
10/2013	01	511-217	Wearing Apparel	419.93	
10/2013	01	511-224	Meals/Supplies for Prisoners	112.20	
10/2013	01	511-326	Furniture,Fixtures & Misc Furn	17.04	
10/2013	01	512-205	Nondurable Supplies	7.29	
10/2013	01	512-217	Wearing Apparel	280.04	
10/2013	01	512-350	Electrical Power	35,770.79	
10/2013	01	512-351	Natural Gas	251.16	
10/2013	01	515-201	Office Supplies	195.77	
10/2013	01	515-206	Building Maintenance Supplies	50.62	
10/2013	01	515-213	Food Supplies	2,224.11	
10/2013	01	515-380	Park & Rec Activities/Programs	650.11	
10/2013	01	517-316	Furniture,Fixtures & Misc Furn	51.98	
10/2013	01	517-328	Document Destruction	3.18	
10/2013	01	517-331	Travel Expense	34.82	
10/2013	01	517-347	Special Services	763.00	
10/2013	01	517-354	Assoc Memberships & Conf Reg	25.00	
10/2013	01	517-356	Training	297.00	
10/2013	01	519-217	Wearing Apparel	173.64	
10/2013	01	519-218	Protective Clothing/Safety Equ	139.95	
10/2013	01	519-306	Sidewalk Step Curb Gutter&Conc	37.12	
10/2013	01	519-309	Streets Alleys and Roadways	1,426.90	
10/2013	01	519-310	Parking Areas	199.00	
10/2013	01	519-311	Street Signs Traffic Lights an	197.64	
10/2013	01	519-320	Signal Systems	223.13	
10/2013	01	519-346	Rentals & Leases	3,750.00	
10/2013	01	519-359	Weeds, Debris, Autos, Etc., on	79.87	
10/2013	01	519-365	Maintenance Agreements	775.00	
10/2013	01	522-343	Property Insurance	61.18	
10/2013	01	522-368	General Liability Deductible	215.96	
10/2013	01	523-201	Office Supplies	16.45	
10/2013	01	523-202	Duplication/Computer Supplies	1,096.08	
10/2013	01	523-315	Office Equipment	6.64	
10/2013	01	523-341	Telephone,Teletype,Internet Se	7,132.67	
10/2013	01	523-364	Building Security & Monitoring	179.85	
10/2013	01	523-365	Maintenance Agreements	5,388.43	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
10/2013	01	523-369	Technology Equip,Repair & Inst	5,082.49	
10/2013	01	523-384	Coffee Service	132.79	116,426.16
10/2013	36	501-408	Cap. Improvements-Library	2,003.96	
10/2013	36	501-409	Cap. Improvements-Administrati	828.56	
10/2013	36	501-410	Cap. Improvements-Parks Admin.	63.99	
10/2013	36	501-423	Capital Improvements-Technolog	15,131.00	
10/2013	36	501-470	Cap. Improvements-Water&Sewer	7,473.96	
10/2013	36	501-601-150	Contingency-Hotel/Motel Tax	3,992.83	29,494.30
10/2013	64	523-381	Special Events	2,351.86	
10/2013	64	542-366-101	Insurance Reimbursement	1,203.29	
10/2013	64	567-356	Support of Org-PD Training	150.00	3,705.15
10/2013	70	501-204	Fuel, Oil and Lubricants	596.02	
10/2013	70	501-205	Nondurable Supplies	39.94	
10/2013	70	501-217	Wearing Apparel	59.45	
10/2013	70	501-340	Postage	326.35	
10/2013	70	501-341	Telephones Teletype Pagers Int	164.55	
10/2013	70	502-204	Fuel, Oil and Lubricants	1,193.14	
10/2013	70	502-205	Nondurable Supplies	723.15	
10/2013	70	502-217	Wearing Apparel	136.75	
10/2013	70	502-302	Buildings	40.60	
10/2013	70	502-305	Sanitary Sewers	29.66	
10/2013	70	502-306	Sidewalks, Steps, Curbs, and G	99.00	
10/2013	70	502-312	Water Lines	270.00	
10/2013	70	502-318	Motor Vehicles/Small Equip Par	32.64	
10/2013	70	502-319	Water Meter and Settings	940.00	
10/2013	70	502-354	Assoc Memberships & Conf Reg	100.00	
10/2013	70	502-362	Judgments and Damages	80.00	
10/2013	70	503-348	Consultant Fees	2,515.22	
10/2013	70	503-352	Water Usage	164,328.28	
10/2013	70	503-418	Water Well, Water Tower & Lift	14,211.20	
10/2013	70	504-102	Extra Help	248.93	
10/2013	70	504-204	Fuel, Oil and Lubricants	13,264.06	
10/2013	70	504-205	Nondurable Supplies	119.99	
10/2013	70	504-206	Building Maintenance Supplies	228.65	
10/2013	70	504-217	Wearing Apparel	53.44	
10/2013	70	504-223	Welding Supplies	201.77	
10/2013	70	504-302	Buildings	174.38	
10/2013	70	504-317	Durable Tools	763.87	
10/2013	70	504-318	Motor Vehicles/Small Equip Par	2,321.72	
10/2013	70	504-340	Postage	11.05	
10/2013	70	504-347	Special Services	960.00	
10/2013	70	504-384	Coffee Service	26.71	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
					204,260.52
10/2013	71	501-201	Office Supplies	171.54	
10/2013	71	501-204	Fuel, Oil and Lubricants	6,629.52	
10/2013	71	501-205	Nondurable Supplies	197.41	
10/2013	71	501-217	Wearing Apparel	1,195.50	
10/2013	71	501-218	Protective Clothing/Safety Equ	179.50	
10/2013	71	501-219	Disposal Costs	12,783.86	
10/2013	71	501-223	Welding Supplies	51.52	
10/2013	71	501-302	Buildings	15.63	
10/2013	71	501-318	Motor Vehicles/Small Equip Par	175.32	
10/2013	71	501-341	Telephones, Internet Service	160.04	
10/2013	71	501-349	Printing	842.00	22,401.84
10/2013	73	501-204	Fuel, Oil, Lubricants	119.15	119.15
11/2013	01	510-381-106	Festival/Events-Christmas-Park	250.00	250.00
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		437,863.72
			REPORT TOTAL:		437,863.72

Technology Item Listing - Nov 5, 2013

Item #	Description	Model Number	Serial Number	Department
201-1980-1340	1980 Chevy C70 Flushing Truck	C70	C17DEAV141340	Public Works
108-1984-1337	U-Name-It Gooseneck Trailer	Gooseneck	1H9EE2523E1051337	Public Works
Tire Cage	Split Rim Tire inflation Cage	N/A	N/A	Public Works
	HP 5500 Plotter	N/A	N/A	Stormwater
	HP Designjet 110 Plus	N/A	N/A	Stormwater
5093	iPhone 4 Black	MD439LL/A	C8TJNCTTDPOV	Technology
3707	iPhone 4 Black	MD439LL/A	EMBD4GSIM-N	Technology
8402	iPhone 4 Black	MD439LL/A	NA	Technology
8406	iPhone 4 Black	MD439LL/A	C8TJNCV4DP0V	Technology
8406	iPhone 5 Black	MD654LL/A	F10JMNSVF8H2	Technology
7977	iPhone 4 Black	MD439LL/A	C8TJND42DP0V	Technology
	Three Meeting room chairs for disposal (two with broken seats and one with broken back and seat)			Library



STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

October 3, 2013

Grayson Bottom, City Manager
City of Yukon
500 W. Main Street
Yukon, Oklahoma 73099

Re: Permit No.: WL000009130720
First American Mortgage
Fire Lines Project
PWSID No.: 2000910

Dear Mr. Bottom:

Enclosed is Permit No.: WL000009130720 for the construction of approximately 125 L. F. of six (6) inch water lines and appurtenances to serve the First American Mortgage Fire Lines Project, Canadian County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on October 3, 2013. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Yukon, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Robert B. Walker', is written over a blue horizontal line.

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/bg

Enclosure

c: Wheatland DEQ Office
Bruce Vande Lune, R. S., Regional Manager, DEQ
Geoffrey Brueggemann, P. E., Brueggemann Engineering





STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000009130720

WATER LINES

PWSID NO.: 2000910

PERMIT TO CONSTRUCT

October 3, 2013

Pursuant to O.S. 27A 2-6-304, the City of Yukon is hereby granted this Tier I Permit to construct approximately 125 L. F. of six (6) inch water lines and appurtenances to serve the First American Mortgage Fire Lines Project, located in part of the NE-1/4, Section 28, T-12-N, R-5-W, I. M., Canadian County, Oklahoma, in accordance with the plans approved on October 3, 2013.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted, no invalid information has been presented in applying for the permit.
- 4) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 5) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 6) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 7) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.

Page 1 of 2





STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000009130720

WATER LINES

PWSID NO.: 2000910

PERMIT TO CONSTRUCT

- 8) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 9) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 10) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 11) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 12) That when it is impossible to obtain proper 10-foot horizontal and 2-foot vertical separation between water and sewer lines as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), design and construct the sewer line pipe equal to water line pipe and pressure test in accordance with applicable AWWA standards, prior to backfilling in accordance with OAC 252:626-19-2(h)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division





Harry W. Birdwell SECRETARY
Keith Kuhlman ASST. SECRETARY

COMMISSIONERS:
Mary Fallin GOVERNOR • Todd Lamb LT. GOVERNOR • Gary Jones STATE AUDITOR & INSPECTOR • Janet Barresi SUPERINTENDENT of PUBLIC INSTRUCTION • Jim Reese COMMISSIONER, STATE BOARD of AGRICULTURE

October 28, 2013

City of Yukon
PO Box 850500
Yukon, OK 73085

RE: Lease No. 105716 Contract No. 131120 , in OKLAHOMA County

Dear Lessee:

Enclosed are your new lease contracts for your approval. Please review and make any necessary corrections to the address, phone number or Tax Id. Sign and return both original copies of the contract in the enclosed envelope. We need to have these back in our office no later the 12/15/13.

The new rate established for a three-year renewal of this lease is \$0.46 per 1,000 gallons effective 1/1/2014 and paid per quarter.

After the contracts have been signed by the Secretary of the CLO and recorded, we will return one copy to you for your records.

If you have any questions, call me at (405)521-4200.

Sincerely,

Tranna Fischer, CPO
Real Estate Management Division

cc: Trent Wildman, RMS Pottawatomie, County
Copy: file

<p>COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA</p> <p>OKLAHOMA SCHOOL LAND TRUSTS SHORT TERM SURFACE COMMERCIAL LEASE CONTRACT</p>

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**COMMISSIONERS OF THE LAND OFFICE
STATE OF OKLAHOMA**

**OKLAHOMA SCHOOL LAND TRUSTS
SHORT TERM COMMERCIAL LEASE CONTRACT**

This lease contract by the Commissioners of the Land Office (CLO) as administrators of the Oklahoma School Land Trusts (Trusts) is binding when signed and approved by all parties.

**I
TERMS**

CLO and Lessee(s) agree the following terms, reservations, conditions and remedies govern the rights and obligations of the contracting parties.

1.1 LESSEE, LAND, TERM, USE, RENTAL.

CLO agrees to lease and Lessee accepts the following described Trust property for the commercial uses and the rental Terms as follows:

Lease: 105716 CONTRACT NO: 13120 COUNTY: OKLAHOMA

TERM(YRS): 3 YEARS BEG DATE: 1/1/2014 EXP DATE: 12/31/2016

**LEGAL DESCRIPTION: WATER RIGHTS TO E/2 OF SEC. 16-11N-4WIM,
REPRESENTING 320 ACRES MOL.**

**RENT: VARIABLE BASED ON THE VOLUME OF WATER PRODUCED, RATE AS SET OUT BELOW;
JANUARY 1, 2014 – DECEMBER 31, 2016 = \$0.46/1000 gallons. PAID QUARTERLY.**

**LESSEE NAME AND ADDRESS: CITY OF YUKON
PO BOX 850500
YUKON, OK 73085**

INTENDED USE: PRODUCTION OF MUNICIPAL WATER FROM 3 WELLS.

IMPROVEMENTS OWNED BY LESSEE: PUMPS, POWER LINES, PIPE LINES, PROTECTIVE STRUCTURES, FENCES, AND OTHER MISCELLANEOUS EQUIPMENT NECESSARY FOR THE OPERATION OF THE LEASE.

1.2 RENTAL DUE DATE.

Rent is due by the 15th of the month following the end of each billing cycle as set out above. With payment for each billing cycle, Lessee will provide a report of water usage and show calculations for payment.

1.3 SCOPE OF USE.

Lessee may develop, install and maintain up to three wells, well houses, pipelines, pumps and equipment, gates and fences, and access roads necessary and reasonable for production of municipal water from this lease. Access roads and gates will be placed in a way that minimizes interference with agricultural or commercial operations of the parent lease.

1.4 RIGHT TO RENEW.

At the end of the initial Lease Term and for every three (3) years thereafter, Lessee shall have the opportunity to apply to renew the Lease for the then market value rental rate for comparable use of property rights. Lessee shall provide notice of its desire to renew three months (90 days) prior to each lease termination date. Upon Commission approval of the renewal, which shall not be unreasonably withheld, Lessor shall provide Lessee, within thirty (30) days of Lessee's notice of desire to renew its opinion of the current fair market rental for comparable land. Lessee shall have ten (10) days to reject, accept or dispute such fair market determination.

1.5 NOTICES.

All notices shall be in writing and considered properly given if mailed by certified mail, postage prepaid, addressed as follows:

LESSEE: (Address as shown above)

CLO:

MAIL LEASE PAYMENTS TO:
Commissioners of the Land Office
Lock Box Account
PO Box 248896
OKC, OK 73124-8896

MAIL ALL OTHER CORRESPONDENCE TO:
Commissioners of the Land Office
120 N. Robinson, Suite 1000 West
Oklahoma City, Oklahoma 73102

1.6 DELIVERY, CHANGE OF ADDRESS.

Notices and communications shall be considered effective on date delivered or refused. In the event of change of address written notice is required to be given to the other party.

II RESERVATIONS

2.1 INTERPRETATION, VENUE, TRUST OBLIGATION.

This lease shall be interpreted in accordance with laws of the State of Oklahoma. Lessee agrees any dispute or litigation with CLO in relation to this lease contract shall be conducted in Oklahoma County, CLO's official residence. Terms and conditions of the lease contract shall be construed in favor of CLO as part consideration for this lease and in recognition of the obligation CLO has to protect Trust assets while maximizing economic return.

2.2 LEGAL SUBORDINATION.

This lease will be subordinate to and Lessee will comply with laws, Court Orders, policies, procedures and rules, existing and future, relative to the operation and management of the Oklahoma School Land Trusts.

2.3 SALE OF LAND/COMMERCIAL DEVELOPMENT.

CLO reserves and excepts the right to lease, exchange, sell or commercially develop all or part of the leased property. If all of the leased property is sold, exchanged or taken for commercial purposes, this lease shall terminate and Lessee shall deliver possession of property to CLO as notified. If part of the leased property is sold, exchanged or commercially developed, Lessee shall deliver possession of property to CLO as notified. CLO agrees to reduce annual rental proportionately in relation to original appraisal of surface retained by Lessee for remainder of lease term or, at the option of the Lessee, lease shall terminate. Adjustment in annual rental will be made only if amount exceeds twenty-five (\$25.00) dollars.

2.4 MINERALS, ACCESS EASEMENT.

CLO reserves and excepts to itself, its lessees, permittees and assigns an easement with right of ingress and egress for purpose of exploring, drilling, developing and operating on the property; including installation of pipelines, machinery, storage tanks and other equipment, necessary for production, storage, transportation and marketing of oil, gas, coal, copper or other minerals of any kind or nature and their components which may be produced from said property or from other property owned by CLO, or communitized with Trust land.

2.5 DAMAGES.

Lessee may recover damages, if any, from the minerals lessees, permittees and assigns for the remaining term of the lease contract as effected by paragraph 2.4. above. Lessor is entitled to all other damages and compensation. No reduction of annual rental will be made beyond original appraised value of surface permanently removed from use and no adjustment for less than twenty-five (\$25.00) dollars.

2.6 EASEMENTS.

CLO reserves and excepts to itself, its lessees, permittees, and assigns an access easement in other CLO trust property. CLO reserves the right to grant easements for access and other purposes across the leased property. Prior to granting an easement, CLO will notify lessee and consider any impact to lessee's operations in negotiating the terms of the easement.

2.7 WATER RIGHTS.

CLO reserves all water rights. However, the purpose of this lease is to allow lessee to produce potable water for sale and delivery to lessee's customers. Any other use is prohibited without written permission from the CLO.

III CONDITIONS

3.1 PERMANENT CONTRACT OBLIGATIONS.

Lessee cannot be released from contract obligations except as provided by this contract or according to law. Debt cannot be reduced or canceled without full payment pursuant to Constitution and laws.

3.2 PAYMENT, BOND, NON-PAYMENT.

All unpaid rent shall bear interest at rate of sixteen percent (16%) per annum until paid. If annual rent is not paid within 90 days of the due date or an adequate bond provided, the CLO may seek all available legal remedies.

3.3 TAXES.

Lessee is required to pay ad valorem property taxes on any improvements and structures on Trust land.

3.4 DISCLOSURE OF INTEREST.

Lessee shall notify CLO in writing within 5 days when any public official or employee or any official or employee of the CLO has acquired any direct or indirect interest in this lease.

3.5 HOLD HARMLESS; INDEMNITY.

Subject to the Oklahoma Tort Claims Act, and without waiving any rights, Lessee agrees to indemnify CLO against all claims arising out of the use of the property. Lessee shall promptly notify CLO of any claim.

3.6 SUBLEASES AND ASSIGNMENTS.

This lease may not be subleased or assigned without prior written consent of CLO.

3.7 LEASE INSPECTION.

CLO may enter upon lease property at any time for inspection and exercise of rights reserved to CLO. If locks are placed on gates, keys will be furnished to CLO or its representative upon request, or CLO reserves the right to remove locks.

3.8 LEASE IMPROVEMENTS.

If deemed necessary by CLO, Lessee, at Lessee's expense, agrees to enclose the leased property with appropriate fencing. Lessee will pay all costs incurred in use of the property, including establishment of ingress and egress. Lessee understands and agrees CLO cannot pay Lessee for any lease improvements made by Lessee. Improvements of any nature shall not be placed on or removed from lease property without prior written consent of CLO. Lessee agrees to maintain with CLO a current and complete list of all Lessee installed improvements.

3.9 REMOVAL OF IMPROVEMENTS.

Lessee agrees to remove their improvements at Lessee's expense within sixty (60) days after contract terminates or improvements are deemed abandoned and become CLO's property. Additional time for removal of improvements may be granted by CLO upon prior written request. Improvements which are abandoned and are determined to be beneficial become property of the Land Office without further notice. Improvements which are abandoned and are determined to be a detriment to the lease will be disposed of by the CLO without further notice and Lessee will be indebted for the cost incurred for disposal beyond the deposit in escrow.

3.10 MAINTAIN IMPROVEMENTS.

Lessee agrees to maintain and repair CLO's and Lessee's improvements at Lessee's sole expense. At termination of the lease, Lessee shall, at Lessee's sole expense, refill and render level the surface of the property as well as reestablish grasses in accordance with the directions of the supervising CLO field representative.

3.11 INJURY TO LAND.

With the exception of that provided for herein, Lessee will not, without written permission from CLO: irrigate; cut trees or timber; remove soil, stone or minerals; permit waste, trespass, trash disposal, littering, erosion or pollution. Lessee will promptly report damage to leased property or minerals to CLO.

3.12 NO POLLUTION.

Lessee shall carry on the development and/or operation of the lease in a workmanlike manner, and shall not commit or suffer to be committed, waste or pollution upon the lands in its occupancy or use. Lessee shall preserve the lands, and upon the termination of this lease, promptly surrender and return the property to the CLO. Lessee shall bury and maintain all pipelines below thirty-six (36) inches unless written permission to the contrary is obtained from the CLO pursuant to their rules and regulations. Lessee shall obtain the consent of the CLO on the location of any tank batteries and/or lease roads, which consent will not be unreasonably denied.

3.13 DEPOSIT.

As evidence of the Lessee's intentions to abide by the terms and provisions herein stated, the CLO may require that Lessee provide a cash escrow refundable at the conclusion of the Lease provided all terms and provisions have been fulfilled, in an amount as determined by the CLO.

IV

REMEDIES

4.1 MITIGATION, RELET.

CLO may relet the property to mitigate Lessee's damages (including rent) without prejudice to or waiver of its rights to hold Lessee liable for all costs, damages and entire contract rentals less amounts realized from mitigation.

4.2 REPRESENTATIVE MEETING.

Lessee agrees to meet CLO's representative on request.

4.3 BREACH OF CONTRACT.

Violation by Lessee of any provision of this lease constitutes material breach.

4.4 BIND, BENEFIT, COMPLETE AGREEMENT, CHANGES.

All terms and conditions of this lease shall be binding on CLO and Lessee, its heirs, devisees, administrators, executors, successors and assigns. This lease document contains the complete agreement between the parties; any changes to the lease must be in writing and agreed to and approved by the parties.

4.5 SEVERABILITY, SAVINGS.

If any provision of this Agreement is determined to be invalid or unenforceable to any extent, the remainder of the provisions will not be affected and will be valid and enforceable to carry out, to the fullest extent possible, the original intent of the parties as permitted by law.

(remainder of page left blank)

V
NON-COLLUSION

5.1 NON-COLLUSION STATEMENT.

Lessee states as a material consideration of the contract (s)he has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in obtaining this Lease. Furthermore, (s)he did not conspire or collude with, give or receive anything of value to, or agree to give or receive anything of value to any bidder or potential bidder relative to obtaining this Lease.

IN WITNESS WHEREOF, Lessee and CLO have executed and approved this contract of 8 pages on the dates indicated.

LESSEE:

Name Title Date

Name Title Date

LESSOR: COMMISSIONERS OF THE LAND OFFICE (CLO)

Harry Birdwell Date
Secretary

Reviewed by initials: LB Date: 10/23/2013

LEASE NO. 105716

For Land Office Use Only
No. _____
Volume _____
Recorded _____ (Date)
By _____ (Records Clerk)

Report of Boards, Commissions and Committees

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

Planning Commission

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

Board of Adjustment/Board of Appeal

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

Park Board

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

Library Board

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

Traffic Commission

Charles Lee	Ward 1	2014
James Montgomery	Ward 2	2014
John Knuppel	Ward AL	2015
Jay Tallant	Ward 3	2016
A.J. Clements	Ward 4	2016

Spanish Cove

Larry Taylor, Representative

OK Environmental Management Auth.

Nick Grba, Representative
Dewayne Maxey, Alternate

Senior Citizens

Ray Wright, Representative
John Alberts, Alternate

ACOG

Ken Smith, Member
John Alberts, Alternate

COWRA

Genie Vinson, Representative
Larry Taylor, Alternate

Sister City Committee

Illona Morris
Terry Beaver
Nancy Novosad
Edwin Shedeck

Recycling Committee

Carole Garner	Rick Bolin
Dennis Beringer	Beverly Kofoed
Genie Vinson	Gary LaRue

*Members of Ladies' Library Club are appointed by same

Rick Opitz
1777 W. Vandament
Yukon, OK 73099

October 21, 2013

Ken Smith, Mayor
113 Snowmass
Yukon, OK 73099

Dear Mayor,

After much thought and prayer, I find it necessary and in the best interest of myself and my family to resign my seat as Ward 3 Councilman due to the increasing time demands of my business.

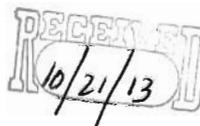
I have truly enjoyed my time on the council and my service to Yukon, as I have stated each and every time I am given the opportunity. Yukon is a great place to live.

I wish you, the council, and all the citizens of Yukon the best that prosperity has to offer in the future. While it is necessary for me to step aside now, I will continue my efforts to promote Yukon.

Sincerely,



Rick Opitz





MEMORANDUM

Date: October 28th, 2013

To: Honorable Mayor and City Council

From: Robbie Williams, City Engineer

Re: 2014 Concrete and Asphalt Paving, Drainage, Water and Sewer Project

We are requesting City Council consideration to authorize the City Engineer to advertise the above referenced project. This project establishes unit price(s) for items of work for concrete and asphalt paving as well as for drainage, water and sewer projects required for the City. 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:

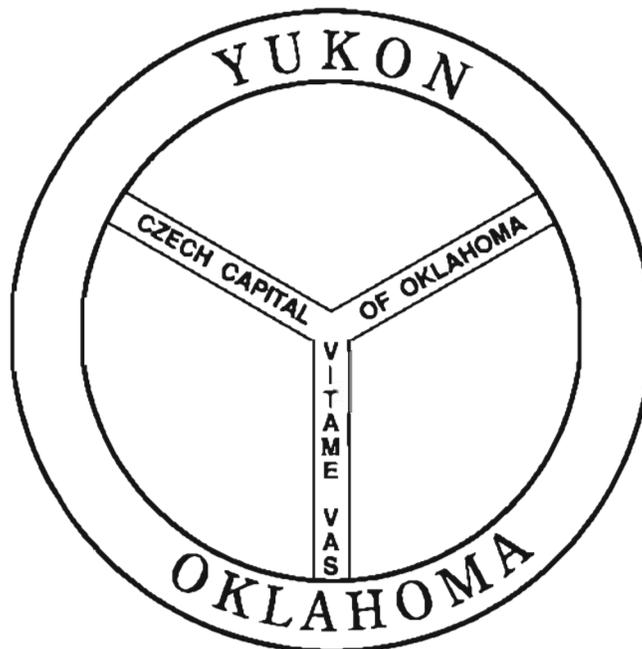
City Council approval to bid project:	November 5, 2013
Begin Advertisement	November 7, 2013
Mandatory Pre-Bid Meeting	November 15, 2013
Bid Opening	December 3, 2013
City Council Award	December 17, 2013
Project(s) Completion	As Required

SPECIFICATIONS

for

**2014
CONCRETE AND ASPHALT PAVING, DRAINAGE, WATER
AND SEWER PROJECT**

for the
**CITY OF YUKON
OKLAHOMA**



BY:

**Triad Design Group, Inc.
3020 NW 149th Street
Telephone: (405) 752-1122
Fax: (405) 752-8855**

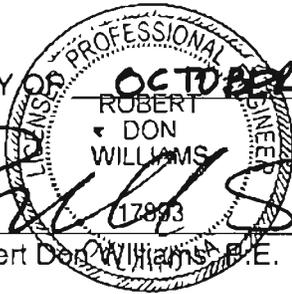
Triad Design Group, Inc. Project No. E234.00

October 2013

APPROVAL SHEET

2014
CONCRETE AND ASPHALT PAVING, DRAINAGE, WATER AND SEWER PROJECT
CITY OF YUKON, OKLAHOMA

SUBMITTED BY
TRIAD DESIGN GROUP, INC.

THIS 28th DAY OF OCTOBER, 2013

Robert Don Williams, P.E.

NOTICE TO BIDDERS

Notice is hereby given that the City of Yukon will receive sealed bids in the **Office of the City Clerk, City Hall, 500 West Main, Yukon, Oklahoma**, until **2:00 p.m. on Tuesday the 3rd day of December, 2013**, for the construction of:

**2014
CONCRETE AND ASPHALT PAVING, DRAINAGE, WATER AND SEWER PROJECT
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 149th 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 **2:00 p.m. on Tuesday the 3rd day of December, 2013**, in the **Centennial Building Conference Room, 12 South 5th Street, Yukon, Oklahoma**.

A mandatory pre-bid conference will be held at the Centennial Building Conference Room, 12 South 5th Street, Yukon, Oklahoma on Friday, November 15, 2013, 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.

City Clerk

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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 Engineer for at least six (6) hours, toward completion of the work, unless work is suspended for causes beyond the Contractor's control, provided that Saturdays, Sundays, and legal holidays on which the Contractor's forces do engage in regular work will be considered as working days. A weekly schedule of working days charged to the job shall be submitted to the Engineer for his concurrence.

REQUIREMENTS FOR BIDDERS

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

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

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

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

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

2.06 - Preparation and Filing of Proposal. Bids and affidavits must be made in duplicate and filed in sealed envelopes within the time limit for receiving proposals, as stated in the Notice to Bidders, which envelopes shall bear a legible notation thereon "PROPOSAL" and the name of the project. The copies shall be filed with the City Clerk in the Municipal Building or as directed by the Notice to Bidders. All blank spaces in the proposal forms shall be correctly filled in and the bidder shall state the prices, typewritten or written in ink, both in words and numerals, for which he proposes to do the work contemplated or furnish the materials required. All prices shall be distinct and legible. In cases of conflict between the Proposal and Detailed Proposal, the unit prices specified on the Detailed Proposal shall govern.

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

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

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

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

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

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

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

- A. Proposals received before or after the time limit for receiving proposals as stated in the advertisement.

- B. Proposal prices obviously unbalanced.
- C. Total proposal price above the Engineer's estimate of total cost.
- D. Proposals that are incomplete insofar as the Non-Collusion Affidavit, required signatures, or containing any material irregularities.
- E. Failure to submit Proposal Guaranty.
- F. Bidder not pre-qualified 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 - Design, Drawing and Instructions. It is agreed that the Owner will be responsible for the adequacy of design and sufficiency of the Drawings and Specifications. The Owner, through the Engineer, or the Engineer and the Owner's representative, shall furnish drawings and specifications which adequately represent the requirements of the work to be performed under the Contract. All such drawings and instructions shall be consistent with the Contract Documents and shall be true developments thereof. Drawings and specifications which adequately represent the work to be done shall be furnished prior to the time of entering into the Contract. The Engineer may, during the life of the Contract, issue additional instructions, by means of drawings or other media, necessary to clarify the work or illustrate changes in the work.

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

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

2.24 - Alterations of Plans and Specifications. The City reserves the right to make such changes in the plans and in the character of the work as may be necessary or desirable to insure completion of the work in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the contract.

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

Payment of extra work will be made as hereinafter provided.

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

CONTROL OF THE WORK AND MATERIALS

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

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

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

- A. Change orders submitted to the City of Yukon for approval shall bear the approval of the Engineer and shall be prepared in three copies, distributed as follows:
1. One (1) copy to the City;
 2. One (1) copy of the Contractor;
 3. One (1) copy to the Engineer.
- B. Change orders shall include the following:
1. Complete detail of the work contemplated.
 2. Estimated cost of the work as originally planned and as contemplated by the Change Order.
 3. Complete justification.
 4. Statement as to whether the prices shown are contract bid prices or agreed prices.

5. Statement by the Contractor that he is willing to perform the work at the prices shown.
6. Increase or decrease in contract working time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Engineer may order tests in addition to the number provided for in the schedule to be made if, in his opinion, such additional tests are necessary. The cost of all tests ordered, in addition

to the number of satisfactory tests provided for in the schedule, which show that the materials or workmanship conform to the specifications shall be paid for by the Owner.

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

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

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

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

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

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

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

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

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

LEGAL RELATION AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

2.46 - Public Convenience and Safety. Materials stored about the work shall be so placed and the work shall at all times be so conducted as to cause no greater obstruction of the traveling public than is considered necessary by the Engineer. Detours and routes are to be furnished by the City, or such will be set forth in proposal as a bid item. Sidewalks must not be obstructed unless by special permission of the Engineer. Neither the materials excavated nor the construction materials or plant used in the construction of the work shall be placed so as to endanger the work or prevent free access to all fire hydrants; water valves; gas valves; manholes for electric, telephone, telegraph, or traffic signal conduits, sewers; or fire alarm or police call boxes in the vicinity. The City reserves the right to remedy any neglect on the part of the Contractor as regards the public convenience and safety which may come to its attention, after twenty-four (24) hours notice in writing to the Contractor, save in cases of emergency when it shall have the right to remedy any neglect without notice and in either case, the cost of such work done by the City shall be deducted from moneys due or to become due the Contractor. The Contractor shall notify the Fire Department headquarters when any street is closed or obstructed and when directed by the Engineer shall keep any street or streets in condition for unobstructed use by fire apparatus.

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

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

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

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

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

2.50 - Use of Explosives. Should the Contractor elect to use explosives to loosen rock or for any other purpose in the prosecution of the work, he shall obtain the required permits and the written permission of the Engineer before any blasting is done, but neither the issuance of said permits, the granting of said permission nor any other act, requirements, or condition contained in these specifications, nor any order, direction, or approval given by the Engineer or any other official or employee of the City shall be construed as requiring or directing the use of any

explosive or as accepting any liability for any injury or damage to persons or property resulting from such usage. No blasting shall be done unless an Inspector is present and the Contractor shall notify the City Building Department when he is ready to begin any blasting work.

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

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

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

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

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

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

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

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

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

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

2.56 - Temporary Sewer and Drain Connections. When existing sewers must be taken up or removed, the Contractor at his own expense shall provide and maintain temporary outlets and connections for all private or public drains, sewers, or sewer inlets. He shall also take care of all sewage and drainage which will be received from the rains, sewers, and sewer inlets; and for this purpose he shall provide and maintain at his own expense adequate pumping facilities and temporary outlets or diversions. He shall construct such troughs, pipe, or other structures necessary and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing sewers and connection shall be kept in service and maintained under the contract, except where specified or ordered to be abandoned by the Engineer. All water or sewage shall

be disposed of in a satisfactory manner so that no nuisance is created and that the work under construction will be adequately protected.

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

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

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

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

2.61 - Waiver of Legal Rights. Inspection by the Engineer or by any of his duly authorized representatives or any order, measurement, or certificate by the Engineer, of any work or any extension of time or any possession taken by the City, shall not operate as a waiver of any provisions of the contract or any power therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the contract and specifications. The City reserves the right to claim and recover by process of law sums as may be sufficient to correct any error or errors or make good any deficiency in the work resulting from such error or deficiency, dishonesty, or collusion discovered in the work after the final payment has been made.

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

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

2.64 - Public Liability and Property Damage Insurance.

A. Contractor's Insurance

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

B. Owner's Insurance

1. Contractor shall provide Owner's Protective Liability Insurance with this City as the name insured, and the architects/engineers as additional insured, to protect the City and architects/engineers against claims arising out of operations of contractors and other independent contractors, as well as omissions of supervisory acts of the City and architects/engineers in connection with the performance of the contract covered by these specifications in the following minimum amounts:
2. Bodily Injury Liability in an amount not less than \$500,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, and an amount not less than \$1,000,000.00 for one accident.
3. Property Damage Liability. Limits shall be carried in the amounts of not less than \$100,000.00 for any one accident an aggregate limit of \$1,000,000.00

- C. The policies of insurance shall be executed by an insurance or indemnity carrier authorized to do business in the state of Oklahoma.
- D. Before awarding a contract, the City will be furnished a binder or certificate of insurance showing the coverage to be in effect.

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

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

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

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

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

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

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

PROSECUTION AND PROGRESS

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

Contractor. Sub-contractors will be considered only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competency.

2.69 - Assignment of Contract. The Contractor shall not assign, transfer, convey or otherwise dispose of the contract or his right, title or interest in or to the same or any part thereof without the previous consent of the Engineer in writing, approved by the City of Yukon and concurred in by the Surety. If the Contractor does, without such previous consent, assign, transfer, convey, sublet or otherwise dispose of the contract or of his right, title or interest therein or any part thereof to any person or persons, partnership, company, firm, or corporation, or by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any state, attempt to dispose of the contract, or make default in or abandon said contract, then the contract may, at the option of the City, be revoked and annulled unless the Surety shall successfully complete said contract and any moneys due or to become due under said contract shall be retained by the City as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.

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

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

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

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

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. The low bidder must submit a list of all equipment owned by the Contractor. All equipment, tools and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory working condition. Equipment on any portion of the work shall be such that no injury to the work or adjacent property will result from its use.

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

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

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

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

<u>Amount of Contract</u>	<u>Amount of Liquidated Damages Per Day</u>
Less than \$5,000.00	\$50.00
\$5,000.00 and less than \$15,000.00	\$75.00
\$15,000.00 and less than \$25,000.00	\$100.00
\$25,000.00 and less than \$50,000.00	\$150.00
\$50,000.00 and less than \$100,000.00	\$200.00
\$100,000.00 and over	\$300.00

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

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

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

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

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

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

PAYMENT

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

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

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

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

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

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

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

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

sworn statement, showing the name and address, kind and amount of work done or material supplied, and the balance remaining due to such sub-contractor or supplier.

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

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

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

SPECIAL PROVISIONS

SPECIAL PROVISIONS

GENERAL

This project consists of furnishing labor and materials and related incidental work required to make improvements to **2014 CONCRETE AND ASPHALT PAVING, DRAINAGE, WATER AND SEWER PROJECT CITY OF YUKON, OKLAHOMA**. The bid schedule contains further information identifying the work to be completed. Each particular item of work is described in some detail in the specifications. Throughout the specifications, types of materials may be specified by manufacturer's name or catalog number in order to establish standards of quality and performance and not for the purpose of limiting competition. Unless specifically stated otherwise, the Bidder may assume the phrase "or approved equal", except that the burden is on the bidder to prove such equality. If the bidder elects to do this, he must request the Engineer's approval in writing to substitute such items for the specified item, stating the cost difference involved with supporting data, and samples, if required, to permit a fair evaluation of the proposed substitute with respect to quality, serviceability, warranty, and cost. All materials shall be new, unless specifically approved by the Engineer in writing. **The City of Yukon will provide the projects to the contractor as they are approved by the City Council. The bid item unit prices will be used to establish the cost of each repair project(s). The Contractor and the Engineer and/or Public Works Director shall agree on the amount of calendar days required for each project(s). The liquidated damages in the general conditions shall apply. The Public Works Director will administer the contract and will notify the Engineer of Record when design and Inspections services are required.**

PROJECT DURATION

The work shall be commenced ten (10) days from the date on which a Work Order is issued for a repair project(s) and be completed as agreed upon between the engineer and the contractor. The 2014 Concrete and Asphalt Paving, Drainage, Water, and Sewer Project contract duration shall be as determined by the City of Yukon. 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.

TESTING

All tests shall be in accordance with the General Provisions and Standard Specifications. Costs of all tests on materials which meet specifications shall be borne by the City. Costs of all tests on materials which do not meet specifications shall be borne by the Contractor.

INTERPRETATION OF PLANS AND SPECIFICATIONS

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

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

RIGHTS-OF-WAY

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

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

FIELD CHECK OF EXISTING STRUCTURES

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

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

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

PROTECTION OF PUBLIC AND PRIVATE PROPERTY

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

WATER

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

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

CONNECTIONS WITH EXISTING PIPELINES

Where connections are made between new work and existing pipelines, such connections shall be made in a thorough and workmanlike manner and to the satisfaction of the Engineer. Each connection with an existing water line shall be made at a time and under conditions as authorized by the Owner. Suitable facilities shall be provided for proper dewatering, drainage, and disposal of all water removed from the dewatered lines and excavations without damage to adjacent property. Water main installation specifications adopted by the City are included or referenced in the specifications for use in this project as applicable.

ELECTRIC SERVICE FOR CONSTRUCTION

Construction power may be obtained from the City facilities at points where service is available. Approval of points of connections, size of loads that can be connected at connection points, and type of connection shall be obtained from the Engineer and Public Works Superintendent. The Contractor, at his sole expense, will provide any additional electrical distribution to any point in the project area where electrical power is required beyond the points where electrical power is available and provided by the Owner. The Contractor will reimburse the City for such electrical service in accordance with a negotiated schedule 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 Bridge Contractor and Paving Contractor and Sanitary Sewer Contractor Class A and Storm Water Construction and Water Contractor Class A" 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 and the Engineer. The General Superintendent shall not be changed without consent of the City and the Engineer unless he proves to be unsatisfactory to the Contractor and ceases to be in his employ. The General Superintendent shall represent the Contractor in his absence, and shall have complete authority to make decisions requiring immediate action. All directions given to him by the Engineer shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The General Superintendent shall coordinate the work of the subcontractors and be responsible for all their activities. The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications, and other instructions, and shall report at once to the Engineer any error, inconsistency, or omission which he may discover.

PROJECT LOCATION

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.

MATERIALS

1. The type of material to be considered for base repair is crushed rock aggregate described as 1 1/2" crusher run.
2. Paving materials specified as high strength, quick setting, non-shrinking grout or concrete will be considered for use. This material is special pre-packaged; epoxy, polymer, or high magnesium cement, concrete recommended by the manufacturer for repairs to Portland Cement concrete slabs. Materials meeting this description are: SET-45; Gifford-Hill, Gilco Highway Patch; Master-Builders, Embecco 411-A; Sika, Sikadur Lo-Mod LV; or other equivalent materials recommended for outdoor use.
3. Washed river sand shall conform to gradation F.1 Section 803.01 of the Standard Specifications.
4. Thermoplastic paving markings will be as described in Section 616 of the Standard Specifications.
5. Material for full depth Portland Cement concrete paving, areas 5 to 12 SY and fast track patching, shall be a concrete mixture containing 700 pounds of Portland Cement per cubic yard a polymer or lignin water reducing-set accelerating admixture, and a high range water reducer (super-plasticizer). Water cement ration is to be .45 or less (lb per lb).
6. Material for Portland Cement concrete for drives, sidewalks and areas in paving larger than 12 SY, except areas specified as fast track patching or 6 inch P.C. Concrete paving, shall be H.E.S. concrete meeting the requirements of Sections 801 through 804 of the Standard Specifications.
7. All materials must meet the requirements of the Standard Specifications and must be approved by the City Engineer prior to commencing work.
8. Waterline, fittings, valves and other items associated with waterline repair and/or installation shall conform to Section 900 of the Standard Specifications unless modified herein. All fittings and valves shall have a factory applied fusion bonded epoxy coating meeting the requirements of AWWA C-550. All fire hydrants below ground level shall have stainless steel nuts and bolts which meet ASTM F-593-95 (bolts) and F-594-91 (nuts) and the fire hydrant shoe shall be fusion bonded epoxy coated and lined meeting the requirements of AWWA C-550. Contractor shall have on site the epoxy paint per manufacturer recommendation for repair of damage to fitting and valves if occurred during installation. Fire Hydrant types permitted: American Flow Control B-84-B, Mueller Super Centurion 200, Glow Medallion or approved equal. All hydrant threads should be National Pipe Thread. All Waterline Pipe to have 12" gauge tracer wire single strand, locator tape 2 feet above main and end of service line is to be installed.
9. Sanitary sewer line items shall conform to Section 1000 of the Standard Specifications.
10. Cast iron curb inlets shall conform to the Oklahoma City Standard Storm Sewer Inlets, Design 2 Inlet With Cast Steel Hoods, Drawing No. 101.

11. Grated street inlets shall conform to the Oklahoma City Grated Street Inlet Detail, Drawing No. 102.

SCOPE OF WORK

The contractor shall furnish all labor, equipment, barricades and materials necessary to perform the above described repair.

Individual streets to be repaired will be designated by the City Engineer and work orders will be issued to the contractor. Exact limits of repair areas will be marked, and type of repair will be designated by the City Engineer or his representative prior to the initiation of work on each street.

All removal will be sawed on a neat line and removal shall be in accordance with one of the following as designated by the City Engineer or his representative: a) partial depth pavement removal, b) full depth pavement removal, c) full depth pavement removal including base repair.

Pavement replacement will be made as follows:

Portland Cement Concrete Surface

- a) Full Depth -- Concrete shall be removed full depth to the base material or to a minimum depth of 8 inches. For small areas (less than 2 SY), pavement may be replaced with full depth quick-setting, non-shrinking material or material as described in Section 6 under materials. Areas from 2 SY to 12 SY will be sawed and removed to at least a 10 ft. section 1 lane wide. Material described in Part 6 under materials will be used. For areas larger than 1 paving panel, 3500 psi H.E.S. concrete as described in the Standard Specifications will be used.
- b) Fast Track Patching -- This repair will be the same as Full Depth except material as described in 6 will be used and the area will be above 100 SY.
- c) Six Inch P.C. Concrete Paving -- This item will be placed on treated subgrade.
- d) Six Inch Fast Track Paving -- Material as described in Section 6 of Materials will be placed in accordance with the Standard Specifications. At an average ambient temperature of 70°F traffic can use the paving 24 hours after placing. Any associated removal grading or compaction is to be included in the price bid. Area is to be greater than 100 SY.
- e) Six Inch Concrete Patch -- This repair will be used in locations with low traffic areas. Base repair in these areas will be modified for the 6 inch depth of paving. Material will be 3500 psi AE Portland Cement concrete.

Other Work

- a) Not used.
- b) Not used.

- c) Thermoplastic Paving Markings -- This item will be as described in Section 616 of the Standard Specifications.

Basis of Payment

These items will be for:

4" Thermoplastic Paving Markings L.F.
Words Each
Arrows Each

- d) Sidewalks and Handicap Ramps -- This will be 4" PC concrete with a 2" sand cushion as shown on the Standard Detail.
- e) Driveways -- This will be 6" PC concrete with a 2" sand cushion as shown on the Standard Detail.
- f) Utility Structure Adjustment -- This will be as specified in Section 608 of the Standard Specifications and only as designated by the City Engineer.
- g) Reinforcing Steel for Utility Cut Repairs -- This item will be as specified in Section 313 of the Standard Specifications. Placement will be as shown on the Standard Detail.
- h) Borrow Material -- This will be used where designated by the City Engineer. Materials and workmanship will be as described in Section 202 of the Standard Specifications.
- i) Base Repair -- This will consist of removing soft or yielding material below 8 inches from the surface to solid grade or to maximum depth of 1 ft 8 inches from the surface of the paving being repaired and replacing with material as described in item 1 of materials. Crushed rock will be compacted to 95% standard proctor density. Removal and disposal of existing material will be included in the price bid per SY.
- j) Not used.
- k) Flowable Fill -- This work will consist of supplying and placing a mixture of 100 lbs Portland cement, 300 lbs Class "C" fly ash, 2600 lbs of sand and 60 gallons of water per cubic yard. This item will be used to fill voids under slabs or paving, behind abutments or around utilities. Placement for this item will be only for those instances where fill can be delivered directly from the delivery truck. The price bid will include any excavation or other preparation necessary for access to the void to be filled. Pumping of flowable fill will be a separate item.
- l) Excavation and Aggregate Base Material for Undercut -- This item will be the same as Base Repair except the removal will be below 1 ft 8 inches from the surface of the existing pavement down to firm material. Payment will be by the cubic yard and will be measured by the city inspector and the contractor.
- m) C.G.M.P. and End Sections -- This item consists of furnishing and installing 14 gauge C.G.M.P. and end sections in the sizes shown. Payment will be for C.G.M.P.'s or end sections complete in place and will include all excavation, backfill and other work connected with such installation.

- n) Not used.
- o) Not used.
- p) RCP and End Sections – This item consists of furnishing and installing RCP and end sections in the sizes shown. Payment will be for RCP's or end sections complete in place and will include all excavation, backfill, and other work connected with such installation. All RCP to be O-Ring.

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

Work days will be agreed upon between the Engineer and the Contractor prior to the individual work order being issued. Failure of the contractor to agree upon adequate work days for each repair project(s) shall give the Engineer the authority to suspend work and cancel the contract.

Contractor will be required to work at least 80 percent of the available work days per month. Failure to do so will result in cancellation of the current contract and disqualification for bidding on future paving cut repair projects.

APPROVAL OF MATERIALS

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

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

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

INSTALLATION OF EQUIPMENT

- A. The Contractor shall be responsible for the installation, including the foundations, of all equipment, operating under the technical supervision of the manufacturer's representatives to the extent that supervision has been stipulated or is advisable to obtain proper results. All equipment not under the manufacturer's supervision of erection shall be installed in strict accordance with the manufacturer's instructions. The cost of all technical supervision shall be borne by the Contractor.
- B. Utmost care shall be used in the installation of all equipment to ascertain that no item of equipment is under any strain due to piping connections or for any other reason and that all equipment is placed in true alignment.
- C. If the Contractor furnishes equipment which will not fit or adapt itself to the structures as laid out, then all necessary structural changes or additions required by the Engineer shall be made at the Contractor's expense. The Engineer's decision as to any changes or additions to the structures, in order that the equipment will function properly or for its proper installation and economical use, will be final and conclusive.

OPERATING DATA AND PROCEDURES INFORMATION

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

GUARANTEE

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

A Maintenance Bond will be required for all improvements, for a period of one (1) year from the date of final acceptance of the project by the City. Said bond shall be in the sum equal to one hundred percent (100%) of the Contract Price for the first year and fifteen percent (15%) for every year thereafter.

CLEAN-UP

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

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

REMOVAL OF EQUIPMENT

All equipment designated for removal under this contract shall be transported to a location designated by the Engineer.

MATERIALS AND WORKMANSHIP

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

The workmanship shall be in all respects of the highest grade, and all construction shall be done by skilled technicians according to the best practice of the trade. All interface measurements and connections shall be the sole responsibility of the Contractor.

In general, all labor, material, equipment, operations, and procedures in these specifications shall be in conformance with the American Water Works Association Standards and Oklahoma State Health Department Standards for Construction of Water and Sanitary Sewer Lines. These specifications are intended to supplement these standards to fit the needs or conditions expected to be encountered. The A.W.W.A. and Oklahoma Department of Environmental Quality Standards shall be considered as part of these specifications and shall be in effect with respect to this project.

REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

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

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

Upon the failure of the Contractor to satisfactorily repair or to remove and replace, if so directed, any rejected, unauthorized or condemned work or materials immediately after receiving notice from the Engineer, the Engineer shall, after giving written notice to the

Contractor, have the authority to cause defective work to be remedied or removed and replaced or to cause unauthorized work to be removed and to deduct the cost thereof from any compensation due or to become due the Contractor. If the Engineer and City deem it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefore.

CORRECTION OF WORK AFTER FINAL PAYMENT

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

MEASUREMENT AND PAYMENT

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

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

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

WAGE RATES

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.

REMOVE AND REPLACE FENCES

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

BARRICADES AND WARNING SIGNS

Where work is carried on in or adjacent to any street, alley, or public place, the Contractor shall, 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 Engineer shutting down the work until the Contractor shall have provided the necessary protection.

PROTECTION OF EXISTING STRUCTURES

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

TREE REMOVAL

All trees lying within the temporary construction easement area or private property shall not be removed or damaged. Any damage to trees resulting from construction activities will be the responsibility of the Contractor.

SUB-SURFACE CONDITIONS

No additional payments will be made for the excavation of sandstone or shale encountered in trench excavations. When the foundation is hard material, the hard material shall be removed to a depth not less than six (6) inches below grade. The material removed below grade shall be replaced with Crushed Rock Cradle material thoroughly compacted in place to the Finish Grade Elevation.

NOTE: The Contractor shall satisfy himself to the condition of the subsurface and shall include cost for any difficulties in bid price of other items.

LAYOUT OF WORK AND SURVEYS

- A. The Engineer will establish control points at the site of the work.
- B. From the control points established by the Engineer, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required

for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Engineer may require to meet changed conditions or as a result of necessary modifications to the contract work.

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

PROTECTION AND RESTORATION OF PROPERTY

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

SUPPLEMENTAL TECHNICAL SPECIFICATIONS

Technical specifications for all material, equipment and methods of construction shall conform to the 1995 City of Yukon Standard Specifications for Construction and the latest Edition of the Oklahoma Department of Transportation's Standard Specifications for Highway Construction and all current supplements.

UNBALANCED BIDS

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

TRAFFIC CONTROL

The Traffic Control for projects(s) will be coordinated between Contractor and Public Works Director. The cost for each project will be an agreed upon Lum Sum amount and will not be considered a change order item. All traffic control shall be installed in accordance with the latest edition of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD).

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:

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CITY OF YUKON, OKLAHOMA**

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

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

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

_____ DOLLARS (\$_____).

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

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

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

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

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

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

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

ATTEST:

Secretary

By _____
Principal

ATTEST:

Secretary

By _____
Surety

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

City Attorney

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

Mayor

ATTEST:

Secretary

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

ATTEST:

Secretary

By

Principal

ATTEST:

Secretary

By

Surety

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

City Attorney

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

Mayor

ATTEST:

Secretary

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

ATTEST:

Secretary

By _____
Principal

ATTEST:

Secretary

By _____
Surety

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

City Attorney

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

ATTEST:

Secretary

Mayor

LIST OF DOCUMENTS REQUIRED FOR THIS BID

2014

**CONCRETE AND ASPHALT PAVING, DRAINAGE, WATER AND SEWER PROJECT
CITY OF YUKON, OKLAHOMA
Triad Design Group Project No. E234.00**

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. E234.00**

Description: **2014 CONCRETE AND ASPHALT PAVING, DRAINAGE, WATER AND SEWER REPAIR PROJECT
CITY OF YUKON, OKLAHOMA**

Name of Firm: _____

Address: _____

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

Gentlemen:

The undersigned, as bidder, declares that before preparing this Bid, the Bidder read carefully the Requirements for Bidders, and the general and detailed Plans and Specifications, the Bid Form and Affidavits and Certificates and any other documentation or information to be submitted, and has examined the form of the Contract and the several Bonds, and that the bidder is familiar with and able to comply with all the provisions of the same and with all the requirements of the complete Contract to be entered into and Bonds to be executed. Said bidder proposes and agrees to furnish all labor, materials, and equipment, and to perform all operations necessary to complete the work as required by said Contract Documents for the Total Bid Price 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 within ten (10) days after the Work Order is issued by the **City of Yukon** and to complete same 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.

CITY OF YUKON

2014

CONCRETE AND ASPHALT PAVING, DRAINAGE, WATER AND SEWER PROJECT
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	100.00	SY	Asphalt Pavement Removal		
				Dollars \$	\$
2	1000.00	SY	Concrete Pavement Removal		
				Dollars \$	\$
3	100.00	LF	Curb Removal		
				Dollars \$	\$
4	500.00	SY	Process Existing Base & Surface (Depth 6 inches), ODOT Section 311, Method C		
				Dollars \$	\$
5	100.00	Ton	Furnish Lime		
				Dollars \$	\$
6	100.00	Ton	Furnish Fly Ash		
				Dollars \$	\$
7	1,000.00	SY	6" Lime Treated Subgrade, ODOT Section 307		
				Dollars \$	\$
8	1,000.00	SY	6" Flyash Subgrade Modification, ODOT Section 317		
				Dollars \$	\$
9	2,000.00	SY	6" P.C Concrete Paving		
				Dollars \$	\$

**CITY OF YUKON
DETAILED BID FORM**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
10	500.00	SY	1" Additional P.C. Concrete Paving		
				Dollars \$	\$
11	100.00	SY	6" Fast Track P.C. Concrete Paving		
				Dollars \$	\$
12	100.00	SY	1" Additional Fast Track P.C. Concrete Paving		
				Dollars \$	\$
13	100.00	LF	6" Integral Concrete Curb		
				Dollars \$	\$
14	100.00	LF	8" Integral Concrete Curb		
				Dollars \$	\$
15	10.00	SY	Full Depth Quick Set, Non-Shrink Material (Area 0 to 2 SY Area)		
				Dollars \$	\$
16	12.00	SY	Full Depth Quick Set, Non-Shrink Material (Area 2 to 12 SY Area)		
				Dollars \$	\$
17	20.00	SY	Full Depth Quick Set, Non-Shrink Material (Area Over 12 SY Area)		
				Dollars \$	\$
18	50.00	SY	6" Concrete Patch		
				Dollars \$	\$
19	50.00	SY	Fast Track Patching		
				Dollars \$	\$

**CITY OF YUKON
DETAILED BID FORM**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
20	50.00	SY	Base Repair (Area from 0 to 50 SY)		
				Dollars \$	\$
21	100.00	SY	Base Repair (Area Over 50 SY)		
				Dollars \$	\$
22	100.00	SY	Excavation and Aggregate Base Material for Undercut		
				Dollars \$	\$
23	100.00	CY	Unclassified Excavation		
				Dollars \$	\$
24	25.00	LF	8" Curb and 18" Gutter Repair (Remove and Replace)		
				Dollars \$	\$
25	50.00	LF	6" Curb and 18" Gutter Repair (Remove and Replace)		
				Dollars \$	\$
26	100.00	Ton	Washed River Sand		
				Dollars \$	\$
27	1,000.00	LF	4" Thermoplastic Paving Markings		
				Dollars \$	\$
28	50.00	SY	Handicap Ramp		
				Dollars \$	\$

**CITY OF YUKON
DETAILED BID FORM**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
29	100.00	SY	Driveway Replacement		
				Dollars \$	\$
30	100.00	SY	4" Sidewalk		
				Dollars \$	\$
31	1.00	EA	Inlet Adjustment		
				Dollars \$	\$
32	1.00	EA	Manhole Adjustment		
				Dollars \$	\$
33	1.00	EA	Storm Sewer Hood Replacement		
				Dollars \$	\$
34	100.00	CY	Select Borrow		
				Dollars \$	\$
35	1.00	EA	Valve Box Adjustment		
				Dollars \$	\$
36	50.00	CY	3500 P.S.I. Structural Concrete		
				Dollars \$	\$
37	5,000.00	LBS	Reinforcing Steel (GR 60)		
				Dollars \$	\$
38	50.00	CY	Flowable Fill		
				Dollars \$	\$
39	50.00	LF	15" CGMP		
				Dollars \$	\$

**CITY OF YUKON
DETAILED BID FORM**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
40	2.00	EA	15" CGMP End Section		
				Dollars \$	\$
41	50.00	LF	18" CGMP		
				Dollars \$	\$
42	2.00	EA	18" CGMP End Section		
				Dollars \$	\$
43	50.00	LF	24" CGMP		
				Dollars \$	\$
44	2.00	EA	24" CGMP End Sections		
				Dollars \$	\$
45	50.00	LF	36" CGMP		
				Dollars \$	\$
46	2.00	EA	36" CGMP End Sections		
				Dollars \$	\$
47	50.00	LF	42" CGMP		
				Dollars \$	\$
48	2.00	EA	42" CGMP End Sections		
				Dollars \$	\$
49	50.00	LF	18" RCP (O-Ring)		
				Dollars \$	\$

**CITY OF YUKON
DETAILED BID FORM**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
50	2.00	EA	18" RCP End Section		
				Dollars \$	\$
51	50.00	LF	24" RCP (O-Ring)		
				Dollars \$	\$
52	2.00	EA	24" RCP End Section		
				Dollars \$	\$
53	50.00	LF	36" RCP (O-Ring)		
				Dollars \$	\$
54	2.00	EA	36" RCP End Section		
				Dollars \$	\$
55	50.00	LF	42" RCP (O-Ring)		
				Dollars \$	\$
56	2.00	EA	42" RCP End Section		
				Dollars \$	\$
57	100.00	CY	Type 1 Plain Riprap		
				Dollars \$	\$
58	100.00	Ton	Washed River Sand		
				Dollars \$	\$
59	100.00	LF	Trench Excavation and Backfill (0 - 10')		
				Dollars \$	\$

**CITY OF YUKON
DETAILED BID FORM**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
60	100.00	LF	Trench Excavation and Backfill (10 - 15')		
				Dollars \$	\$
61	100.00	LF	6" D.I.P. Waterline w/ 8 mil poly wrap		
				Dollars \$	\$
62	100.00	LF	6" P.V.C. Waterline (AWWA C900, Pressure Class 150 P.S.I.)		
				Dollars \$	\$
63	1.00	EA	Single Short Service Connection w/ 6" Brass Saddle		
				Dollars \$	\$
64	100.00	LF	8" D.I.P Waterline w/ 8 mil poly wrap		
				Dollars \$	\$
65	100.00	LF	8" P.V.C. Waterline (AWWA C900, Pressure Class 150 P.S.I.)		
				Dollars \$	\$
66	1.00	EA	Single Short Service Connection w/ 8" Brass Saddle		
				Dollars \$	\$
67	100.00	LF	12" D.I.P. Waterline w/ 8 mil poly wrap		
				Dollars \$	\$
68	100.00	LF	12" P.V.C. Waterline (AWWA C900, Pressure Class 150 P.S.I.)		
				Dollars \$	\$
69	1.00	EA	Single Short Service Connection w/ 12" Brass Saddle		
				Dollars \$	\$

**CITY OF YUKON
DETAILED BID FORM**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
70	100.00	LF	18" D.I.P. Waterline		
				Dollars \$	\$
71	100.00	LF	18" P.V.C. Waterline (AWWA C905, Pressure Class 200 P.S.I.)		
				Dollars \$	\$
72	100.00	LF	20" D.I.P. Waterline		
				Dollars \$	\$
73	100.00	LF	20" P.V.C. Waterline (AWWA C905, Pressure Class 200 P.S.I.)		
				Dollars \$	\$
74	100.00	LF	24" D.I.P. Waterline		
				Dollars \$	\$
75	100.00	LF	24" P.V.C. Waterline (AWWA C905, Pressure Class 200 P.S.I.)		
				Dollars \$	\$
76	100.00	SY	Filter Fabric		
				Dollars \$	\$
77	100.00	Ton	Crushed Rock (1 ½ Inch Coarse)		
				Dollars \$	\$
78	1,000.00	LBS	Fittings		
				Dollars \$	\$
79	2.00	EA	Mega-Lug, Series 1106		
				Dollars \$	\$

**CITY OF YUKON
DETAILED BID FORM**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
80	2.00	EA	Mega-Lug, Series 1108		
				Dollars \$	\$
81	2.00	EA	Mega-Lug, Series 1110		
				Dollars \$	\$
82	2.00	EA	Mega-Lug Series 1112		
				Dollars \$	\$
83	2.00	EA	Mega-Lug Series 1116		
				Dollars \$	\$
84	2.00	EA	Mega-Lug Series 1118		
				Dollars \$	\$
85	2.00	EA	Mega-Lug Series 1120		
				Dollars \$	\$
86	2.00	EA	Mega-Lug Series 1124		
				Dollars \$	\$
87	5.00	EA	Meter Relocation		
				Dollars \$	\$
88	1.00	EA	6" Gate Valve & Box		
				Dollars \$	\$
89	1.00	EA	8" Gate Valve & Box		
				Dollars \$	\$

**CITY OF YUKON
DETAILED BID FORM**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
90	1.00	EA	10" Gate Valve & Box		
				Dollars \$ _____	\$ _____
91	1.00	EA	12" Gate Valve & Box		
				Dollars \$ _____	\$ _____
92	1.00	EA	18" Gate Valve & Box		
				Dollars \$ _____	\$ _____
93	1.00	EA	20" Gate Valve & Box		
				Dollars \$ _____	\$ _____
94	1.00	EA	24" Gate Valve & Box		
				Dollars \$ _____	\$ _____
95	1,000.00	LF	Waterline Disinfection and Testing		
				Dollars \$ _____	\$ _____
96	5.00	EA	Fire Hydrant (Complete)		
				Dollars \$ _____	\$ _____
97	1.00	EA	6" Tapping Valve and Sleeve and Tap		
				Dollars \$ _____	\$ _____
98	1.00	EA	8" Tapping Valve and Sleeve and Tap		
				Dollars \$ _____	\$ _____
99	1.00	EA	12" Tapping Valve and Sleeve and Tap		
				Dollars \$ _____	\$ _____

**CITY OF YUKON
DETAILED BID FORM**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
100	1.00	EA	18" Tapping Valve and Sleeve and Tap		
				Dollars \$	\$
101	1.00	EA	20" Tapping Valve and Sleeve and Tap		
				Dollars \$	\$
102	1.00	EA	24" Tapping Valve and Sleeve and Tap		
				Dollars \$	\$
103	1.00	EA	4' Dia. Manhole		
				Dollars \$	\$
104	10.00	LF	Extra Depth Manhole (4')		
				Dollars \$	\$
105	10.00	EA	Manhole Ring and Lid		
				Dollars \$	\$
106	100.00	LF	6" Sanitary Sewer Line		
				Dollars \$	\$
107	100.00	LF	6" P.V.C. Sanitary Sewer Line (Dr-18, Pressure Class 150 P.S.I.)		
				Dollars \$	\$
108	100.00	LF	8" Sanitary Sewer Line		
				Dollars \$	\$
109	100.00	LF	8" P.V.C. Sanitary Sewer Line (Dr-18, Pressure Class 150 P.S.I.)		
				Dollars \$	\$

**CITY OF YUKON
DETAILED BID FORM**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
110	100.00	LF	10" Sanitary Sewer Line		
				Dollars \$ _____	\$ _____
111	100.00	LF	12" Sanitary Sewer Line		
				Dollars \$ _____	\$ _____
112	100.00	LF	18" Sanitary Sewer Line		
				Dollars \$ _____	\$ _____
113	100.00	LF	24" Sanitary Sewer Line		
				Dollars \$ _____	\$ _____
114	10.00	EA	6" x4" Wye		
				Dollars \$ _____	\$ _____
115	10.00	EA	8" x 4" Wye		
				Dollars \$ _____	\$ _____
116	10.00	EA	10" x 4" Wye		
				Dollars \$ _____	\$ _____
117	10.00	EA	12" x 4" Wye		
				Dollars \$ _____	\$ _____
118	10.00	EA	18" x 4" Wye		
				Dollars \$ _____	\$ _____
119	10.00	EA	24" x 4" Wye		
				Dollars \$ _____	\$ _____

**CITY OF YUKON
DETAILED BID FORM**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
120	240.00	LF	4" Riser Pipe		
				Dollars \$	\$
121	800.00	LF	Sanitary Sewer Line Testing		
				Dollars \$	\$
122	100.00	LF	Television Inspection (Sanitary Sewer)		
				Dollars \$	\$
123	200.00	SY	Solid Slab Sod (Area from 0-200SY)		
				Dollars \$	\$
124	2,000.00	SY	Solid Slab Sod (Area from 200SY-2000SY)		
				Dollars \$	\$
125	2.00	EA	Rehab. Existing Manhole		
				Dollars \$	\$
126	2.00	EA	Cast Iron Curb Inlet (OKC STD. 2-0)		
				Dollars \$	\$
127	2.00	EA	Cast Iron Curb Inlet (OKC STD. 2-1)		
				Dollars \$	\$
128	2.00	EA	Cast Iron Curb Inlet (OKC STD. 2-2)		
				Dollars \$	\$
129	2.00	EA	Cast Iron Curb Inlet (OKC STD. 2-3)		
				Dollars \$	\$

**CITY OF YUKON
DETAILED BID FORM**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
130	2.00	EA	Cast Iron Curb Inlet (OKC STD. 2-4)		
				Dollars \$	\$
131	2.00	EA	Cast Iron Curb Inlet (OKC STD. 2-5)		
				Dollars \$	\$
132	2.00	EA	Grated Street Inlet (OKC)		
				Dollars \$	\$
133	5.00	VF	Grated Street Inlet Additional Depth (OKC)		
				Dollars \$	\$
134	60.00	LF	12" Steel Casing by Boring		
				Dollars \$	\$
135	60.00	LF	16" Steel Casing by Boring		
				Dollars \$	\$
136	60.00	LF	18" Steel Casing by Boring		
				Dollars \$	\$
137	60.00	LF	20" Steel Casing by Boring		
				Dollars \$	\$
138	60.00	LF	26" Steel Casing by Boring		
				Dollars \$	\$
139	60.00	LF	30" Steel Casing by Boring		
				Dollars \$	\$

**CITY OF YUKON
DETAILED BID FORM**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
140	60.00	LF	12" Steel Casing by Trenching		
				Dollars \$	\$
141	60.00	LF	16" Steel Casing by Trenching		
				Dollars \$	\$
142	60.00	LF	18" Steel Casing by Trenching		
				Dollars \$	\$
143	60.00	LF	20" Steel Casing by Trenching		
				Dollars \$	\$
144	60.00	LF	26" Steel Casing by Trenching		
				Dollars \$	\$
145	60.00	LF	30" Steel Casing by Trenching		
				Dollars \$	\$
146	200.00	LF	Remove and Replace Chainlink Fence (4' Height)		
				Dollars \$	\$
147	200.00	LF	Remove and Replace Stockade Fence (6' Height)		
				Dollars \$	\$
148	500.00	LF	4" Paving Markings (Paint)		
				Dollars \$	\$
149	10.00	EA	Thermoplastic Traffic Arrows (ODOT)		
				Dollars \$	\$

**CITY OF YUKON
DETAILED BID FORM**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
150	10.00	EA	Thermoplastic Traffic Words (ODOT)		
				Dollars \$	\$
151	100.00	LF	10" D.I.P. Waterline w/ 8 mil poly wrap		
				Dollars \$	\$
152	100.00	LF	10" P.V.C. Waterline (AWWA C900, Pressure Class 150 P.S.I.)		
				Dollars \$	\$
153	1.00	EA	Single Service Connection w/ 10" Brass Saddle		
				Dollars \$	\$
154	60.00	LF	33" Steel Casing by Boring		
				Dollars \$	\$
155	60.00	LF	33" Steel Casing by Trenching		
				Dollars \$	\$
156	1.00	EA	1" Single Long Service (Street Bore) Connection w/ 6" Brass Saddle		
				Dollars \$	\$
157	1.00	EA	1" Single Long Service (Street Bore) Connection w/ 8" Brass Saddle		
				Dollars \$	\$
158	1.00	EA	1" Single Long Service (Street Bore) Connection w/ 10" Brass Saddle		
				Dollars \$	\$
159	1.00	EA	1" Single Long Service (Street Bore) Connection w/ 12" Brass Saddle		
				Dollars \$	\$

**CITY OF YUKON
DETAILED BID FORM**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
160	100.00	Ton	1" Crusher Run Rock		
				Dollars \$	\$
161	1.00	EA	2" Blow-Off Valve		
				Dollars \$	\$
162	1.00	EA	4" Blow-Off Valve		
				Dollars \$	\$
163	50.00	LF	48" RCP (O-ring)		
				Dollars \$	\$
164	100.00	LF	16" P.V.C. Waterline (AWWA C905, Pressure Class 200 P.S.I.)		
				Dollars \$	\$
165	1.00	EA	2" Air Vacuum/Air Release Valve		
				Dollars \$	\$
166	1.00	EA	4" Air Vacuum/Air Release Valve		
				Dollars \$	\$
167	500.00	LBS	Epoxy Coated Reinforcing Steel		
				Dollars \$	\$
168	100.00	SY	6" High Early Strength P.C. Concrete Paving		
				Dollars \$	\$
169	100.00	SY	1" Additional High Early Strength P.C. Concrete Paving		
				Dollars \$	\$

**CITY OF YUKON
DETAILED BID FORM**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
170	1.00	EA	16" Tapping Valve and Sleeve and Tap		
				Dollars \$	\$
171	1.00	EA	16" Gate Valve		
				Dollars \$	\$
172	500.00	LF	Saw Cutting		
				Dollars \$	\$
173	100.00	Ton	ODOT Type A Aggregate Base		
				Dollars \$	\$
174	100.00	LF	Filter Fabric Silt Fence		
				Dollars \$	\$
175	100.00	LF	1'-8" Concrete Combination Curb and Gutter (6" Barrier)		
				Dollars \$	\$
176	100.00	LF	2'-8" Concrete Combination Curb and Gutter (6" Barrier)		
				Dollars \$	\$
177	100.00	LF	2'-8" Concrete Combination Curb and Gutter (8" Barrier)		
				Dollars \$	\$
178	200.00	Ton	Furnish Cement Kiln Dust (CKD)		
				Dollars \$	\$
179	5000.00	SY	6" CKD Subgrade Modification, ODOT Special Provision		
				Dollars \$	\$

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
180	2.00	EA	Mega-Lug, Series 2006PV		
				Dollars \$	\$
181	2.00	EA	Mega-Lug, Series 2008PV		
				Dollars \$	\$
182	2.00	EA	Mega-Lug, Series 2010PV		
				Dollars \$	\$
183	2.00	EA	Mega-Lug Series 2012PV		
				Dollars \$	\$
184	2.00	EA	Mega-Lug Series 2016PV		
				Dollars \$	\$
185	2.00	EA	Mega-Lug Series 2018PV		
				Dollars \$	\$
186	2.00	EA	Mega-Lug Series 2020PV		
				Dollars \$	\$
187	2.00	EA	Mega-Lug Series 2024PV		
				Dollars \$	\$
188	200.00	TON	Asphalt Concrete Type A (PG 64-22OK)		
				Dollars \$	\$
189	200.00	TON	Asphalt Concrete Type B (PG 64-22OK)		
				Dollars \$	\$
190	200.00	LF	Beam Guardrail W-Beam Single (ODOT Sec 623)		
				Dollars \$	\$

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
191	2.00	EA	Guardrail Anchor Unit Type B (ODOT Sec 623)		
				Dollars \$	\$
192	2.00	EA	Guardrail End Treatment (Std. GET-3) (ODOT Sec 623)		
				Dollars \$	\$
193	2.00	EA	Handicap Parking Symbol		
				Dollars \$	\$
194	200.00	LF	24" Wide Traffic Stripe (Paint)		
				Dollars \$	\$
195			NOT USED		
				Dollars \$	\$
196	100.00	LF	2" PVC SCH 80 Pipe		
				Dollars \$	\$
197	100.00	LF	3" PVC SCH 80 Pipe		
				Dollars \$	\$
198	100.00	LF	4" PVC SCH 80 Pipe		
				Dollars \$	\$
199	100.00	LF	Pipe Bursting (6") OKC Spec. Sec. 615)		
				Dollars \$	\$
200	100.00	LF	Pipe Bursting (8") OKC Spec. Sec. 615)		
				Dollars \$	\$
201	100.00	LF	Pipe Bursting (10") OKC Spec. Sec. 615)		
				Dollars \$	\$

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
202	100.00	LF	Pipe Bursting (12") OKC Spec. Sec. 615)		
				Dollars \$	\$
203	10.00	EA	Re-Connect Sanitary Sewer Service for Pipe Bursting)		
				Dollars \$	\$
204	1.00	EA	Waterline Insertion Stopple (6")		
				Dollars \$	\$
205	1.00	EA	Waterline Insertion Stopple (8")		
				Dollars \$	\$
206	1.00	EA	Waterline Insertion Stopple (10")		
				Dollars \$	\$
207	1.00	EA	Waterline Insertion Stopple (12")		
				Dollars \$	\$
208	1.00	EA	Insta Valve (Stainless Steel) (6")		
				Dollars \$	\$
209	1.00	EA	Insta Valve (Stainless Steel) (8")		
				Dollars \$	\$
210	1.00	EA	Insta Valve (Stainless Steel) (10")		
				Dollars \$	\$
211	1.00	EA	Insta Valve (Stainless Steel) (12")		
				Dollars \$	\$
212	100.00	LF	Television Inspection (Sanitary or Storm Pipe)		
				Dollars \$	\$

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
213	50.00	LF	Steel Handrail Aluminum Paint and Primer (OKC Std. D-504)		
				Dollars \$	\$
214	2.00	EA	5' Dia. Manhole		
				Dollars \$	\$
215	10.00	VF	Extra Depth Manhole (5')		
				Dollars \$	\$
216	2.00	LF	6' Dia. Manhole		
				Dollars \$	\$
217	10.00	VF	Extra Depth Manhole (6')		
				Dollars \$	\$
218	100.00	LF	30" Closed Profile PVC Sanitary Sewer Pipe		
				Dollars \$	\$
219	100.00	LF	36" Closed Profile Sanitary Sewer Pipe		
				Dollars \$	\$
220	50.00	CY	P.C. Concrete with steel fibers for Bonded Pavement Overlay (ODOT Spec. Sec. 414 J, latest special provision)		
				Dollars \$	\$
221	1000.00	SY	P.C.C., Pave., Bonded O/L, Place Only (ODOT Spec. Sec. 414 K, latest special provision)		
				Dollars \$	\$
222	1000.00	SY	Cold Milling Pavement (Concrete) (ODOT 417)		
				Dollars \$	\$

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
223	100.00	TON	Crushed Rock Pipe Foundation, Astm C-33 Gradation 67 (3/4" To No. 4)		

_____ Dollars \$ _____ \$ _____

TOTAL BID PRICE \$ _____

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

BID BOND

**2014
CONCRETE AND ASPHALT PAVING, DRAINAGE, WATER AND SEWER PROJECT
CITY OF YUKON, OKLAHOMA
Triad Design Group, Inc. Project No. E234.00**

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

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

**PLAN AND EXPERIENCE QUESTIONNAIRE
FOR ON-CALL CONSTRUCTION CONTRACTS**

By _____ An Individual
 A Co-partnership
 A Corporation

Principal Office _____

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name _____.
2. How many years experience in _____ construction work has your organization had:
 (a) as a general contractor _____ (b) as a sub-contractor _____
3. What projects has your organization completed in Oklahoma for on-call construction contracts?

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Where Located City-County-State</u>	<u>Name and Address of Official To Whom You Refer</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

4. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? _____
 If so, state name of individual, other organization, and reason therefor.

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? _____ If so, state name of individual, name of Owner, and reason therefor.

7. In what other lines of business are you financially interested?

8. What is the construction experience of the principal individuals of your organization?

<u>Individual's Name</u>	<u>Present Position of Office</u>	<u>Years of Construction Experience</u>	<u>Magnitude and Type of Work</u>	<u>In What Capacity</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

9. Give names and addresses of principal banks with whom you have done business.

<u>Name of Bank</u>	<u>Location</u>	<u>Name and Address of Officers With Whom You Transacted Business</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. Give names and addresses of producers from whom you have purchased materials during the last three years.

<u>Name of Firm of Company</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____

11. In what manner do you inspect proposed work? Explain in detail.

12. Work, if awarded to you, will have the personal supervision of whom?

13. Do you intend to sublet any portion of work awarded to you? _____ If so, state type of work you propose to sublet.

14. Do you require bond from sub-contractors? _____

15. Have you filed Performance Record report with the Bureau of Contract Information, Inc., Washington, D.C.?

STATE OF OKLAHOMA)

) SS.

COUNTY OF _____)

Name of Organization

By _____

Title of Person Signing

_____ being duly sworn deposes and says that (s)he is _____ of _____ and that the answers to the foregoing questions and all statement therein contained are true and correct.

Sworn to before me this :____ day of _____, 20__.

Notary Public

My Commission Expires:



MEMORANDUM

Date: October 28th, 2013

To: Honorable Mayor and City Council

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 to 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 5, 2013
Begin Advertisement	November 7, 2013
Mandatory Pre-Bid Meeting	November 15, 2013
Bid Opening	December 3, 2013
City Council Award	December 17, 2013
Project(s) Completion	As Required

SPECIFICATIONS

for

SNOW AND ICE PLOWING AND REMOVAL SERVICES

for the
**CITY OF YUKON
OKLAHOMA**



October 2013

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 **2:00 p.m. on Tuesday the 3rd day of December, 2013**, 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 149th 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 **2:00 p.m. on Tuesday the 3rd day of December, 2013**, in the **Centennial Building Conference Room, 12 South 5th Street, Yukon, Oklahoma**.

A mandatory pre-bid conference will be held at the Centennial Building Conference Room, 12 South 5th Street, Yukon, Oklahoma on Friday, November 15th at 3:00 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.

City Clerk

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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.

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.
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:

_____ DOLLARS (\$_____).

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

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

2. The City shall make payments to the Principal in the following manner: On or about the first day of each month, the 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

CITY OF YUKON

ATTEST:

Secretary

Mayor

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

City Attorney

STATE OF _____)
)
COUNTY OF _____)

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

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

My Commission Expires

Notary Public

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

**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

_____ DOLLARS (\$_____)

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

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

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

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

DETAILED BID FORM

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
1	8.00	HR	Motor Grader (HP 170 Plus) with Operator (Mon-Fri – 8am to 5pm)		
				Dollars \$	\$
2	8.00	HR	Front End Loader (3 CY) (HP 138 Plus) with Operator (Mon-Fri – 8am to 5pm)		
				Dollars \$	\$
3	8.00	HR	Skid Steer (1/2) (HP 60 Plus) 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 (HP 170 Plus) with Operator (Nights and Weekends)		
				Dollars \$	\$
7	8.00	HR	Front End Loader (3 CY) (HP 138 Plus) with Operator (Nights and Weekends)		
				Dollars \$	\$
8	8.00	HR	Skid Steer (1/2) (HP 60 Plus) 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 (HP 170 Plus) with Operator (Holidays)		
				Dollars \$	\$
12	8.00	HR	Front End Loader (3 CY) (HP 138 Plus) with Operator (Holidays)		
				Dollars \$	\$
13	8.00	HR	Skid Steer (1/2) (HP 60 Plus) 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:

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, Public Works Director, or other party of the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exists, affiant should so state.)

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



Ken Smith, Mayor & Council Member At Large
Nick Grba, Council Member Ward I
Michael McEachern, Council Member Ward IV
John Alberts, Council Member Ward II

**From the Office of the
Community Development
Director
Mitchell Hort**

MEMO TO: City Manager & City Council

FROM: Mitchell Hort, Planning Director

DATE: October 29, 2013

RE: Planned Unit Development for Stone Mill Phase IV

Attached are the minutes from the October 14, 2013, Planning Commission Meeting to reopen the Planned Unit Development of Stone Mill Phase IV as recommended by the Planning Commission.

CITY OF YUKON

500 West Main Street
P.O. Box 850500
Yukon, Oklahoma 73085
Phone: 405.354.6676
Fax: 405.350.8929



Ken Smith, Mayor & Council Member At Large
Rick Oplitz, Vice Mayor & Council Member Ward III
Nick Grba, Council Member Ward I
Michael McEachern, Council Member Ward IV
John Alberts, Council Member Ward II

**Planning Commission Minutes
October 14, 2013**

The City of Yukon Planning Commission held a meeting October 14, 2013 at 7:00 p.m. in the Centennial Building at 12 South 5th St.

Invocation was given by Commissioner Smaistrla
Flag Salute was lead in unison by Commissioner Davis

ROLL CALL: (Present) Larry Taylor, Chairman
Bob Doggett, Vice-Chairman
Robert Davis, Commissioner
Terry Beaver, Commissioner
Earline Smaistrla, Commissioner

OTHERS PRESENT: Gary Cooper, IT Director
Mark Osby, City Attorney
Cindy Wright, City Planner
Mitchell Hort, Community Development Director
Kathy Johnson, Secretary

1. ITEM: APPROVAL OF THE MINUTES OF September 9, 2013 MEETING

Commissioner Beaver motioned to approve the minutes. Seconded by Commissioner Davis.

The Vote:

Ayes: Doggett, Davis, Beaver, Taylor, Smaistrla

Nays: None

Vote: 5-0

Motion Carried

2. ITEM: VISITORS
NONE

3. ITEM: CONSIDERATION FOR A REQUEST BY CRAFTON TULL ON BEHALF OF JOHN NAIL, 3N DEVELOPMENT L.L.C. FOR THE 605.77 CITY OF YUKON ORDINANCE A PROPOSED DEVIATION FROM THE PUD IS A SIGNIFICANT DEPARTURE THEREFROM, THERE SHALL BE A REOPENED PUD FILED FOR 602.31 (C) CITY OF YUKON ORDINANCE AREA AND HEIGHT REGULATIONS FOR R-1 SINGLE-FAMILY DISTRICTS MAXIMUM LOT COVERAGE OF (35) PERCENT ; TO ALLOW LOT COVERAGE AT (45) PERCENT OF STONE MILL PHASE 4.

John Nail, John Nail Construction along with Jason Spencer, Crafton Tull. Do you have a copy of the plat? Chairman Taylor, no it would have been helpful to have one.

Mr. Hort said Mr. Chairman actually you do, it is an aerial over the sections of the subdivision to allow you to see what it's adjacent to.

Chairman Taylor stated I would have liked to see the lots.

Mr. Hort stated the lots are on there with the lot numbers listed.

Mr. Nail stated we have some lots on the West side of the water that are huge lots and the ones on the cul-de-sac are smaller lots. If you look at the plat, lot 6 is huge and lot 5 is much smaller. I have some lots in the addition that are smaller and what I'm asking is that with the smaller lots, I need a little more lot coverage to be able to put a little more house on them. So what I'm asking is on the smaller lots, to be able to build a larger house. I'm not going to do anything that would affect the neighbors, I have a lot to lose on this, and I'll be the one most affected by this. What I'd like to do is ask Crafton Tull to come and speak to your questions.

Jason Spencer, Crafton Tull & Associates stated Mr. Nail went over most of the basics. We are looking to increase the lot size from 35% to 45% allowing bigger houses. I can answer any questions you may have. Chairman Taylor asked are you going to delineate from the houses you want this on, or is it just going to be a blanket for all the houses to be 45%?

Mr. Spencer said right now we are amending the PUD and allow 45% lots. I don't think it's going to become an issue on the larger lots.

Chairman Taylor stated so the 45% will be based on the size of the lot.

Mr. Spencer said yes, right now the PUD states 35% of lot will be covered with building and we would like to change that to 45%.

Chairman Taylor so how many of the lots will be 45% or are you going to allow all of them?

Mr. Spencer, no it's just the ones with the smaller lots, the ones around the cul-de-sac and also on Stone Mill Court. There are approximately 10-12 lots.

Vice-Chairman Doggett asked would there be an issue being too close to utilities? I noticed in the staff notes that it may be an issue.

Mr. Spencer, I know on the next item on the rear yard setback, we are proposing to change that from 20% of the lot to 15 feet setback. We would abide by the easement and not build on the easement.

Commissioner Doggett stated that according to staff instruction, if we were to do that, it should be no closer than 5 feet from the easement.

Mr. Nail stated on the East side of the pond those lots have an easement behind them, but there is nothing in the easement. The sewer, water and gas are in the front of the lots. There are about 6 lots that abut the water, show a 15 foot easement right there, but there is nothing in the easement. Yukon requires the easement to be behind and that's why it there; all the utilities are in the front of the lot because of that pond. So what we would like to do is go right up to the easement because there is nothing in that easement.

Chairman Taylor asked can we not delineate the specific lots you want to change?

Mr. Nail asked what are your concerns?

Chairman Taylor replied well if the neighbor's is only 15 feet on the other side of the fence and the back of the house is there, that's a pretty small backyard.

Mr. Nail stated I understand, but I'm not going to do anything to affect the neighborhood or addition; I have the most to lose there. I hate to pinpoint lots in case something else comes up. I'm only going to do it in situations that it would look right on.

Chairman Taylor stated you've always been good to the City of Yukon.

Mr. Hort stated let's talk about the lot coverage first; we had an issue with a house that went to the Board of Adjustment and we knew we would have an issue with some other houses. So we have asked Mr. Nail to come here tonight to amend the PUD instead of coming back for variances on each lot that will be affected. We have also had them look to make sure with the increase of lot coverage they have compensated for the storm water runoff. It's my understanding from talking to Phil that they have over designed these ponds and will take care of any excess impervious surfaces added to the lot. We have talked to him on the lots that he was concerned with, but the problem became it was just easier to ask for the whole subdivision instead of a certain number of lots. Because if you look across Stone Mill Court there would be quite a few of them with lot coverage issues or could be, depending on the layout of the house with the lay of land as well would dictate the design of those homes.

Chairman Taylor asked Mr. Nail these lots that are backed up to your shopping center, what kind of buffer will you have in place?

Mr. Nail replied it will be an 8 foot fence, then on the other side will be some trees. I have to make it nice, because I won't sell those lots.

Chairman Taylor asked those lots, are they your normal size lots?

Mr. Nail replied yes

Chairman Taylor asked if someone came and wanted to build a house to cover 45% of the lot, would you let them do it?

Mr. Nail replied I don't think I would have any issues with those lots, those are pretty good size lots.

Chairman Taylor asked so you think the house will be close in size in this addition; within reason?

Mr. Nail replied I believe that every move is thought out and correct for the good of the person and the development. If you look at what we've done so far, we've carried that out.

Chairman Taylor stated when I first read this I thought of the people that are already there; who have their homes, backyards and someone that is going to be on the other side of the fence, they will practically be able to see in their back window or something.

Mr. Nail stated most of these lots don't back up to other lots, they back up to a creek, a pond or commercial; there are some that backup, but we're not going to do something like that.

Commissioner Doggett asked would there be an issue on doing maintenance on utilities? On that one block there are no utilities in the back, but some blocks there are, I assume; by the way would that just be sewer?

Mr. Nail stated the few lots there are, they have enough room to work on the utilities.

Commissioner Doggett asked there would be no issue on doing utility maintenance back there? Mitchell, I guess you would be the expert on this?

Mr. Hort replied on the lots on Stone Mill Court, those utilities are in the front, like he was saying on the residential.

Mr. Nail replied on the others, they are larger lots so there shouldn't be any problems.

Mr. Doggett replied so there shouldn't be any problems?

Mr. Hort replied from talking with Mr. Nail the issues we thought we would have are actually across the creek. Because the lots on the west side do have the access needed to be able to work on the utilities.

Chairman Taylor asked are those utilities in the back on the West side of the creek?

Mr. Hort replied some are in front of houses and in between houses so it's a mixture.

Mr. Nail said on lots on both sides of the pond and the creek those are in the front.

Mr. Hort stated Mr. Chairman the side setbacks are not being adjusted, this is the rear setbacks only. So they still have to have 5 foot from the side property line or 10 feet between the houses.

Chairman Taylor stated Mr. Nail we, the council would be putting a lot of faith in your good judgment if we decide to pass this.

Mr. Nail said it's just a few lots and I would like a blanket on it, so I wouldn't have to come back every time and take care of it.

Mr. Hort said Mr. Chairman we did mail out notices within 300 feet radius of the PUD. We required a bonded abstracters list and we mailed the notifications to the adjoining property owners.

Commissioner Davis stated it bothers me a bit that you're increasing the coverage by 28.7% and decreasing the backyard by about 25%.

Mr. Nail said it's only the lots on the creek & the water. I don't want to do something that's not right. If I'm going to do something that is incorrect, it will affect me; I just want to increase the lots a little. There is a standard in there and it is a high standard of construction practices and I'm not going to do something that would alter that kind of practice. It only affects the water lots and creek lots and the cul-de-sac lots which we just got approved last week to have extra coverage on. Like Mitchell said they sent that out, did you get anyone to call? I've closed on 8 or 9 lots since then. I had someone vaguely mention to me what I was doing.

Mr. Hort replied no we didn't have anyone call.

Mr. Hort said Commissioner we do have some PUD's within the city limits that have up to 60% lot coverage in gated communities. This is nothing new, other than the original submittal and when we talked about it at the time they thought the type of houses that would be built would fit on those lots. Now they've had to re-evaluate due to the lots that are on Stone Mill Court. I think for him to meet the size of house on similar lots he has to increase the lot coverage, otherwise he won't meet his square footage and restrictions as well. I asked him to step back and his engineer to make sure we are addressing everything when opening the PUD. They addressed everything that would be an issue and revaluated the type structures. That's when they came to us asking for this to meet the requirements of these lots. It's a blanket deal but the size of some of these lots is going to prohibit him from doing 45%.

Mr. Nail said there are some PUD's with 60%.

Mr. Hort one of these PUD's we are talking about is within a block of this, it is an enclave that Mr. Nail has constructed which is up to 60%.

Mr. Nail said if you drive through, it's absolutely beautiful.

Vice-Chairman Doggett stated I would like to make a motion. In the case of the application for rezoning submitted by Crafton Tull on behalf of 4N Development, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with the staff findings including all plans and attachments cited in the staff report. I move that this item be recommended for approval to the City Council.

Seconded by Commissioner Smaistrala.

Mr. Spencer asked that the condition be removed.

Chairman Taylor stated that Vice-Chairman Doggett didn't include the condition.

The Vote:

Ayes: Smaistrla, Taylor, Beaver, Davis, Doggett

Nays: None

Vote: 5-0

Motion Carried

4. ITEM: CONSIDERATION FOR A REQUEST BY CRAFTON TULL ON BEHALF OF JOHN NAIL, 3N DEVELOPMENT L.L.C. FOR THE 605.77 CITY OF YUKON ORDINANCE A PROPOSED DEVIATION FROM THE PUD IS A SIGNIFICANT DEPARTURE THEREFROM, THERE SHALL BE A REOPENED PUD FILED FOR 602.31 (G) MINIMUM REAR YARD SETBACK OF (20) PERCENT OF LOT; TO ALLOW REAR LOT SETBACK OF 15 FEET OF STONE MILL PHASE 4.

Chairman Taylor stated we've been discussing this.

Vice-Chairman Doggett stated we pretty much have had this discussion.

Commissioner Smaistrla stated I would like to make the motion. In the case of the application for rezoning submitted by Crafton Tull on behalf of 4N Development, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with the staff findings including all plans and attachments cited in the staff report. I move that this item be recommended for approval to the City Council.

Mr. Hort asked if the condition had been removed?

Chairman Taylor stated it was not included in the first one and Commissioner Smaistrla didn't include it in this one.

Seconded by Vice-Chairman Doggett

The Vote:

Ayes: Doggett, Davis, Beaver, Taylor, Smaistrla

Nays: None

Vote: 5-0

Motion Carried

5. ITEM: NEW BUSINESS

NONE

6. ITEM: OPEN DISCUSSION

Mr. Hort thanked Vice-Chairman Doggett and Commissioner Beaver for giving the 2012 Planning Commission report to the City Council.

7. ITEM: ADJOURNMENT-NEXT MEETING NOVEMBER 18, 2013

Meeting adjourned at 7:29 pm

DESIGN STATEMENT FOR
THE PLANNED UNIT DEVELOPMENT OF

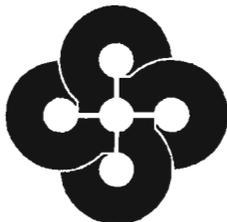
STONE MILL PHASE 4

REVISED 9/11/13

PREPARED FOR:

3N Development, LLC
901 Stone Creek Boulevard
Yukon, Oklahoma 73099

PREPARED BY:



Crafton Tull
architecture | engineering | surveying
214 East Main Street
Oklahoma City, Oklahoma 73104
P 405.787.6270 / F 405.787.6276
<http://www.craftontull.com>

STONE MILL PHASE 4

A Planned Unit Development in the City of Yukon, Oklahoma

DESIGN STATEMENT

• INTRODUCTION

The project site consists of a vacant land located West of Yukon Parkway within the Stone Mill residential development.

This Planned Unit Development consists of 26.75 acres and is located in Yukon, Oklahoma. The property presently consists of a portion of undeveloped land within the existing Stone Mill residential development.

• LEGAL DESCRIPTION

A tract of land lying in the Southeast Quarter (S.E./4) of Section Twenty-Eight (28), Township Twelve North (T-12-N), Range Five West (R-5-W), Indian Meridian (I.M.), Canadian County, Oklahoma. Said Tract being more particularly described as follows:

Commencing at the Northeast Corner of said S.E./4,
Thence S00°00'12"E a distance of 640.00 feet;
Thence N89°55'46"W a distance of 50.00 feet to the Point of Beginning;
Thence S52°52'17"W a distance of 326.12 feet;
Thence S00°00'12"W a distance of 329.79 feet;
Thence S44°58'11"W a distance of 183.96 feet;
Thence S00°00'12"W a distance of 690.00 feet;
Thence S89°56'09"W a distance of 360.00 feet;
Thence N00°00'12"E a distance of 254.46 feet;
Thence N89°59'48"W a distance of 470.68 feet;
Thence N01°28'58"W a distance of 237.17 feet;
Thence N55°58'40"E a distance of 43.76 feet;
Thence N34°01'20"W a distance of 50.00 feet;
Thence S55°58'40"W a distance of 11.86 feet;
Thence N01°28'58"W a distance of 933.07 feet;
Thence N01°26'36"W a distance of 95.13 feet;
Thence along a curve to the right with a radius of 478.46 feet and a chord bearing of S72°47'21"E, a chord distance of 119.08 feet, a distance of 119.39 feet;
Thence along a curve to the left with a radius of 530.00 feet and a chord bearing of S66°28'36"E, a chord distance of 16.66 feet, a distance of 16.66 feet;
Thence S25°50'26"E a distance of 36.68 feet;
Thence S72°47'42"E a distance of 50.01 feet;
Thence N60°10'09"E a distance of 36.62 feet;
Thence along a curve to the left with a radius of 530.00 feet and a chord bearing of S81°04'47"E, a chord distance of 53.18 feet, a distance of 53.20 feet;
Thence S01°28'58"E a distance of 153.06 feet;

Thence N89°55'46"E a distance of 973.90 feet to the Point of Beginning;

Said tract containing 26.75 acres, more or less.

- **OWNER/DEVELOPER**

3N Development, LLC
901 Stone Creek Boulevard
Yukon, Oklahoma 73099

- **SITE AND SURROUNDING AREAS**

This PUD property is presently a portion of undeveloped land within the Stone Mill residential development that is currently zoned R-1, single-family residential. The land to the North of the project site was developed as part of Stone Mill Phase 2, while the land to the West of the project site was developed as part of Stone Mill Phase 3. The property to the South and East of the project site is currently unplatted.

- **PHYSICAL CHARACTERISTICS**

The general slope of the land is to the east with a drop of roughly 20 ft. across the property.

There is an existing drainage way located through the center of the property. The majority of this area of the site will remain for drainage purposes.

See Exhibit C – Topographic Map for reference.

- **GENERAL PLANNED UNIT DEVELOPMENT CONCEPT**

Stone Mill Phase 4 is a planned residential community located within the Stone Mill residential development in Yukon, Oklahoma. The purpose of this PUD is to permit a private, gated single-family residential community. Few of the underlying R-1 zoning regulations will need to be varied to accommodate the desired construction.

The community will serve as a buffer between the existing Stone Mill Phase 3 residential development and the Stone Mill commercial site along Yukon Parkway.

Approximately 55 single-family home sites are planned, along with the majority of the common area being devoted to drainage purposes consisting of an existing drainage way to remain in its natural state. The noticeable addition will be that of a necessary storm sewer crossing to allow a road to be constructed over the drainage way.

The community will be gated, thus all streets and drives within will be designated private. These streets and drives will be maintained by the Property Owners Association.

Significant effort will be taken to preserve trees and natural features, including the existing pond and drainage way to maintain the natural feeling throughout the development. The proposed drainage crossing will consist of an arched culvert with a decorate rock façade, similar to that which was constructed in the Villas at Stone Mill.

The houses will be those of French country style with a typical size of 3000 square feet. The typical building façade will consist of brick with stone accent. Similar construction materials will be used throughout the development, emphasizing the use of stone.

- **DEVELOPMENT ACREAGE / DENSITY**

Total Acreage – 26.75 Acres (1165309 Square Feet)

Lot & Improvements Acreage – 20.99 Acres (2.62 Lots / Acre)

Common Area Acreage – 5.76 Acres (3.88 Acres – At or below the 100 Year Water Surface Elevation)

- **SERVICE AVAILABILITY**

- **STREETS**

Access will be provided to the gated community from a proposed drive off of Stone Mill Boulevard. Private streets and drives will be installed by the developer in conformance with City residential subdivision standards in terms of right of way width and paving cross section. Street design, paving plans and crash gate design will be submitted as a part of the platting process.

There will be a crash gate on War Eagle Lane at its intersection with Stone Mill Phase 3. Said crash gate will be designed such that City emergency vehicles will have necessary access through it.

- **WATER**

There is an existing 8-inch waterline stub off of the 8-inch waterline along Stone Mill Boulevard. Through the use of both 6 and 8-inch waterlines, we will be able to connect to the above existing line and provide service to the gated development.

These lots will be served by the Yukon municipal water system. Water lines, necessary fire hydrants and required easements will be planned and installed as part of the development process in accordance with the City of Yukon standards.

- **SANITARY SEWER**

There is an existing 12-inch sanitary sewer line on the West of the project site providing service to a portion of the lots. The remainder of the lots will be serviced through the extension of the additional sanitary sewer lines to the existing lift station.

Sanitary sewer lines and required easements will be planned and installed as part of the development process in accordance with the City of Yukon standards.

- **STORM WATER DRAINAGE**

The necessary drainage improvements and easements will be provided in accordance with the City of Yukon standards.

- **OTHER UTILITIES**

Gas, electric, telephone and cable lines are available to adequately meet the needs of the development. All necessary steps will be followed to coordinate the efforts of the various utilities in order to provide service to the site.

- **USE AND DEVELOPMENT CONDITIONS**

The Planned Unit Development of Stone Mill Phase 4 will comply with city zoning regulations, except as herein modified per this document.

- **ARCHITECTURAL REGULATIONS**

Exterior building wall finish on all structures, exclusive of windows and doors, shall consist of a minimum of 80% brick veneer, rock or stone masonry.

- **LANDSCAPING REGULATIONS**

The City of Yukon's Landscape Ordinance will be adhered to in the PUD. Existing healthy, mature trees shall be protected. Credit will be given for any existing trees that are saved. All trees need to be acclimated to Oklahoma climate.

- **PLATTING REGULATIONS**

All land within this PUD shall be contained within a final plat and any plat dedications shall be approved by the City Council prior to any building permits being issued in the PUD.

- **DRAINAGE REGULATIONS**

Drainage improvements, if required, will be in accordance to applicable sections of the Yukon Code of Ordinances.

- **ACCESS REGULATIONS**

Lot 1, Block 15 and Lot 1, Block16 will have access off of Stone Mill Boulevard. There will be limits of no access through the sight triangles at the intersection of Stone Mill Boulevard and War Eagle Lane. Gating of this PUD is permitted with a minimum staking distance of 5 cars.

- **SIGNAGE REGULATIONS**

A 'Dead End' sign shall be installed on War Eagle Lane at an appropriate distance from the proposed crash gate. Any additional community identification signage required will be installed per City Ordinance.

- **SIDEWALK REGULATIONS**

Four-foot sidewalks shall be constructed on the interior streets prior to any occupancy certificates being issued.

- **HEIGHT REGULATIONS**

All structures shall have a maximum height of 45 feet.

- **SETBACK REGULATIONS**

Front Setbacks: Lots with frontage along Stone Mill Court shall have a front building setback of 10 ft. and a garage front setback of 25 ft. Lot 1, Block 15 shall have a setback of 15 ft. along Stone Mill Boulevard and a setback of 25 ft. along War Eagle Lane, while Lot 1, Block 16 shall have a setback of 25 ft. along Stone Mill Boulevard and a setback of 15 ft. along War Eagle Lane.

Rear Setbacks: Rear lot setbacks shall 15'.

- **LOT COVERAGE**

The maximum lot coverage shall be 45%.

- **COMMON AREA REGULATIONS**

A Property Owners Association shall be established. Maintenance of the common areas, entrance landscaping, gated entryway and other amenities within the development shall be the responsibility of the Property Owners Association. No structures, storage of material, grading, fill, or other obstructions, including fences, either temporary or permanent, that shall cause a blockage of flow or an adverse effect on the functioning of the storm water facility, shall be placed within the common areas intended for the use of conveyance of storm water, and/or drainage easements shown. Certain amenities such as, but not limited to, walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above.

- **DEVELOPMENT SEQUENCE**

The Stone Mill Phase 4 development will be completed in one phase. Subdivision platting and city review will be essential elements of the development. There will be one final plat.

The City of Yukon shall be entitled to enforce covenants pertaining to maintenance of common areas, drainage, structures, landscaping, gates, entrances, streets, alleys and other improvements.

- **MASTER DEVELOPMENT PLAN**

The Master Development Plan Map has been prepared and is attached to this Design Statement as a part of the application for rezoning. The Conceptual Plan designates the design concept for the gated community to be platted along with the general pattern of streets, general lot sizes and land use concepts that will serve as guidelines for the subdivision platting and development. Exact configuration of lots may be adjusted in the platting process, any significant change from the elements established on the Master Development Plan Map or in the Design Statement will require an amendment of the Planned Unit Development.

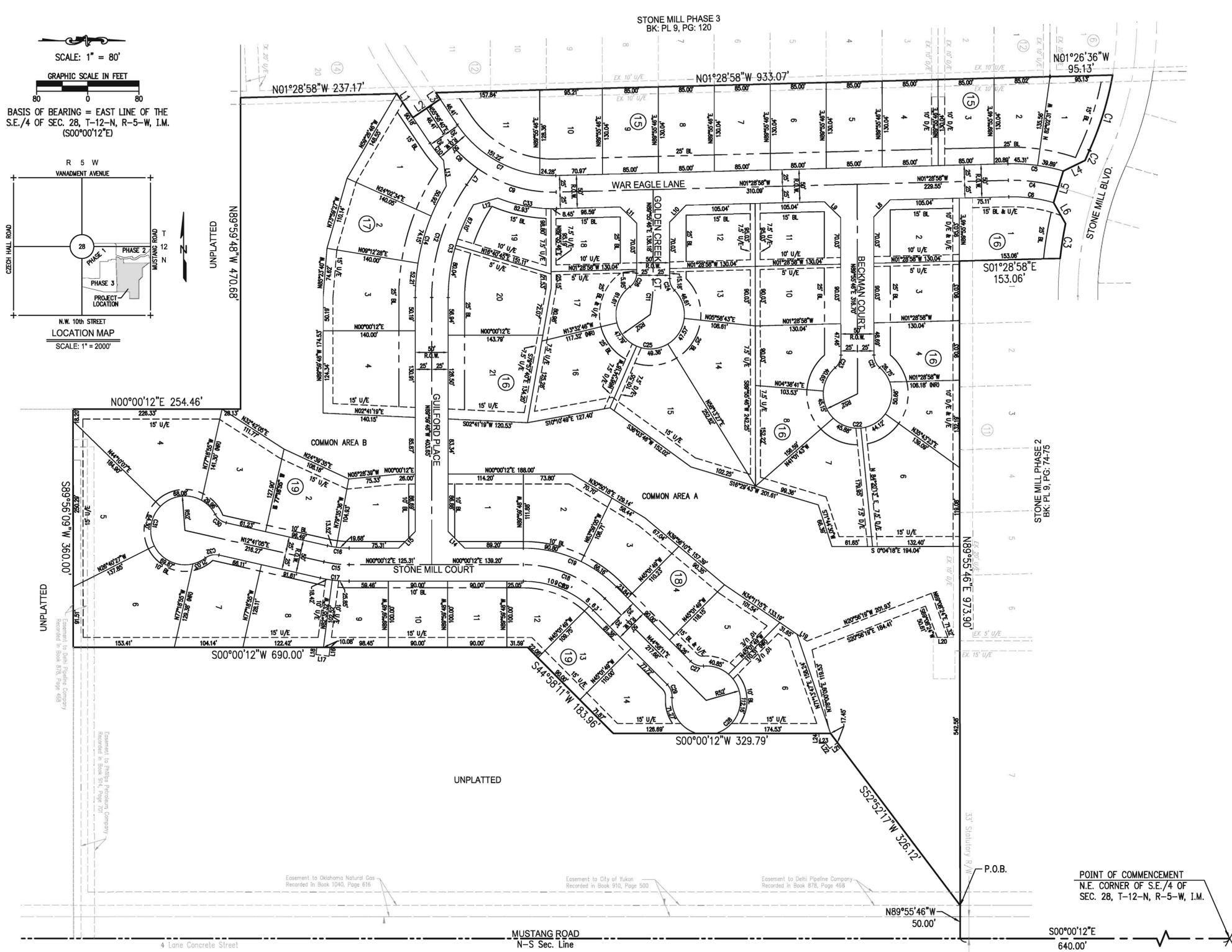
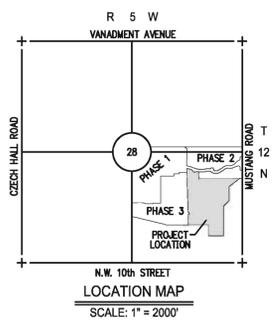
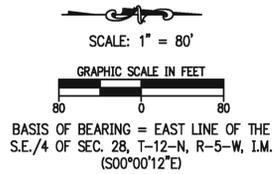
The Master Development Plan Map shall be attached to this Design Statement as a part of the permanent record of the Stone Mill Phase 4 Planned Unit Development Zoning.

- **EXHIBITS**

The following exhibits are hereby attached and incorporated into this PUD. These exhibits are:

- EXHIBIT A – Master Development Plan
- EXHIBIT B – Conceptual Plan
- EXHIBIT C – Topographic Plan
- EXHIBIT D – Gated Entrance Plan
- EXHIBIT E – Typical Gate & Entrance Plan
- EXHIBIT F – Decorative Drainage Structure

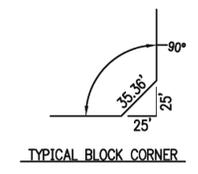
FINAL PLAT
OF
**STONE MILL
PHASE 4**
A PART OF THE S.E./4 OF SECTION 28, T-12-N, R-5-W, I.M.
YUKON, CANADIAN COUNTY, OKLAHOMA



- NOTES**
- THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.
 - CENTERLINE OF ROADWAY MONUMENTS SHALL BE AS FOLLOWS:
MAGNETIC NAILS WITH WASHER FOR ASPHALT PAVING
CUT "X" FOR CONCRETE PAVING
 - PROPERTY CORNER MONUMENTS SHALL BE:
3/8" IRON RODS WITH A PLASTIC CAP
 - MANDATORY PROPERTY OWNERS ASSOCIATION IS REQUIRED.
 - MAINTENANCE OF THE COMMON AREAS, ISLANDS AND MEDIANS IN THE STREET RIGHTS-OF-WAY IN **STONE MILL PHASE 4** SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION. NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL, OR OTHER OBSTRUCTIONS, INCLUDING FENCES, EITHER TEMPORARY OR PERMANENT SHALL BE PLACED WITHIN THE DRAINAGE CERTAIN COMMON AREAS AND/OR DRAINAGE AREAS SHOWN. CERTAIN AMENITIES SUCH AS, BUT NOT LIMITED TO, WALKS, BENCHES, PIERS, AND DOCKS, SHALL BE PERMITTED IF INSTALLED IN A MANNER TO MEET THE REQUIREMENTS SPECIFIED ABOVE.
 - A SIDEWALK SHALL BE CONSTRUCTED BY THE DEVELOPER ALONG STREETS AND ACROSS COMMON AREAS THAT ABUT THE STREETS. A SIDEWALK SHALL BE CONSTRUCTED BY THE DEVELOPER ON EACH LOT WHERE IT ABUTS A LOCAL AND/OR A COLLECTOR STREET. THE SIDEWALK IS REQUIRED AT THE BUILDING PERMIT STAGE AND MUST BE INSTALLED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FROM THE CITY OF YUKON.
 - CLASS 'C' ROOFING MATERIALS ARE REQUIRED ON ALL STRUCTURES.
 - IF THE GARAGE FRONT IS DESIGNED SO THAT THE FRONT DOOR EXTENDS BEYOND THE FRONT WALL OF THE DWELLING, SCREENING WOULD BE PROVIDED BY PLANTING EITHER ONE 3 INCH CALIPER DECIDUOUS TREE OR TWO 1 1/2 INCH CALIPER TREES IN THE FRONT YARD.

LEGEND

B.L.L.	BUILDING LIMIT LINE
D/E	DRAINAGE EASEMENT
EX.	EXISTING
L.N.A.	LIMITS OF NO ACCESS
(NR)	NONRADIAL LINE
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
P/D/E	PRIVATE DRAINAGE EASEMENT
P/S & P/U/E	PRIVATE STREET AND PUBLIC UTILITY EASEMENT



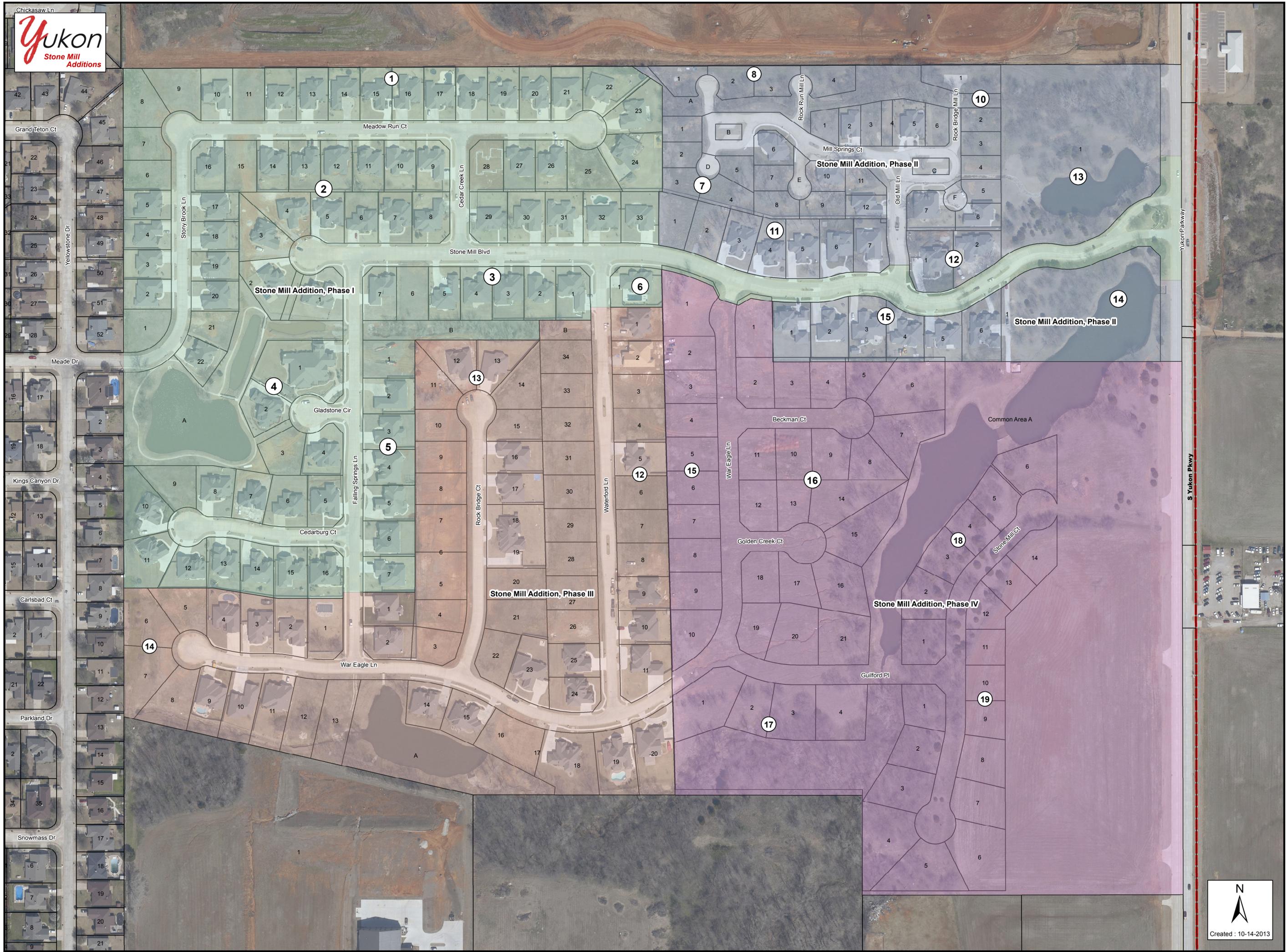
FINAL PLAT TO SERVE
STONE MILL PHASE 4

214 E. Main
Oklahoma City, Oklahoma 73104

Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6276 | www.craftontull.com

SHEET NO.: 2 OF 2
DATE: 05/20/11
PROJECT NO.: 046007-00

CERTIFICATE OF AUTHORIZATION: CA 973 (P.U.S.) EXPIRES 4/30/2012





Ken Smith, Mayor & Council Member At Large
 John Alberts, Council Member Ward II
 Nick Grba, Council Member Ward I
 Michael McEachern, Council Member Ward IV

**From the Office of the
 Public Works Director
 Arnold Adams**

Date: October 29, 2013
To: Grayson Bottom
From: Arnold Adams
Re: Sanitary Sewer Repairs

Grayson,

Please consider this list as our 2nd "series" of Sanitary Sewer Repairs for 2013-2014.

The total for all of these projects is \$1,369,143.20 and will be paid for out of the 2012 Bond.

Quotes for each location are attached.

1	809-1005 S. 3rd St.	\$31,005.00
1A	9th Street from Yukon Ave to Redwood	\$41,616.10
2	401-509 Teakwood	\$61,290.00
3	-	
4	2-6 Utah	\$12,965.00
5	3rd between Oak and Maple	\$21,799.00
6	West of Hwy 4 (across Ranchwood Park) MH #'s 4006-4007	\$34,519.00
7	341-349 E. Grand Teton Ct.	\$20,460.00
8	-	
9	119-126 Palm	\$40,075.00
10	1105 Valley Forge Drive	\$25,455.00
11	915-927 Clear Creek	\$37,820.00
12	1001-1013 Cambridge	\$31,500.00
13	1013-1023 Cambridge	\$28,900.00
14	909-1101 Cherrywood	\$27,340.00
15	812 -800 Lancaster	\$34,430.00
16	442 S. 7th to lamp pole	\$30,790.00
17	800-900 Oak Ave	\$60,650.00
18	2524 - 2512 Sequoia	\$22,360.00
19	-	
20	215 E. Willow to 202 E. Beam	\$39,750.00
21	2-108 Spruce	\$50,885.00
22	1-101 Spruce	\$27,530.00
23	806-900 Ridgeway	\$35,460.00
24	1004-1112 Queensboro Place	\$49,420.00
25	629 Ottawa	\$20,060.00
26	604-704 Victoria	\$29,440.00
27	500-536 S. 3rd St.	\$54,330.00
28	308-340 Kings Canyon	\$27,280.00
29	-	
30	2224 Everglade to 141 E Parkland	\$32,900.00
31	-	
32	705 Crown to 713 Royal	\$32,080.00
33	900-916 E. Beam	\$29,250.00
34-36	20 Manhole Rehabs	\$18,400.00
37	Contingency	\$359,384.10
		\$1,369,143.20

Thank you,

Arnold Adams

City of Yukon
 904 Industrial Drive
 P.O. Box 850500
 Yukon, Oklahoma 73085
 Phone: 405.350.8940
 Fax: 405.350.8944

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972
MEMBER

October 17th, 2013

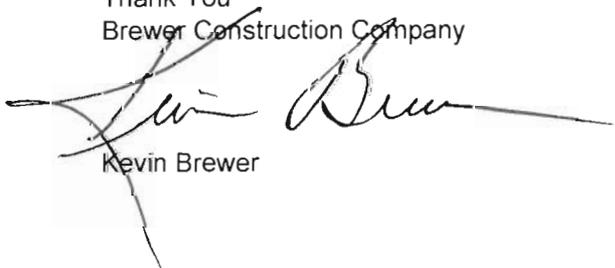
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 1
809 - 1005 S. 3rd Street

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	350 L.F.	\$ 80.00	\$ 28,000.00
Re-Connect Sewer Service	6 Ea.	\$ 360.00	\$ 2,160.00
Rehabilitate Manhole	1 Ea.	\$ 680.00	\$ 680.00
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
Solid Slab Sod 0-200sy	66 S.Y.	\$ 2.50	\$ 165.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 31,005.00

Thank You
Brewer Construction Company



Kevin Brewer

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
 PO Box 82485 - Oklahoma City, OK 73148
 405-787-4962
 Fax 405-495-8972

October 17th, 2013

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

RE: 2011 Yukon Concrete, Asphalt Paving
 W/ Drainage, Water And Sewer Contract
 2013 CIP 2 Sewer Repair # 1A
 South 9th & Sycamore

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	510 L.F.	\$ 80.00	\$ 40,800.00
Re-Connect Sewer Service	15 Ea.	\$ 360.00	\$ 5,400.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
Solid Slab Sod 0-200sy	0 S.Y.	\$ 2.50	\$ -
Crusher Run Backfill	24 Ton	\$ 29.00	\$ 696.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
Total Quote			\$ 48,256.00
<u>Alternate # 1</u>			
8" Sewer Pipe	507 L.F.	\$ 18.50	\$ 9,379.50
8"x4" Sewer Service	15 Ea.	\$ 67.00	\$ 1,005.00
4" Riser Pipe (15' ea.)	300 L.F.	\$ 9.00	\$ 2,700.00
Trenching 0-10'	507 L.F.	\$ 14.00	\$ 7,098.00
Manhole Rehabilitation	2 Ea.	\$ 680.00	\$ 1,360.00
Manhole Ring & Lid	2 Ea.	\$ 285.00	\$ 570.00
Saw Cutting	1014 L.F.	\$ 5.40	\$ 5,475.60
Concrete Pavement Removal	172 S.Y.	\$ 6.50	\$ 1,118.00
Crusher Run Rock	415 Ton	\$ 29.00	\$ 12,035.00
Traffic Control	1 L.S.	\$ 875.00	\$ 875.00
Total Quote			\$ 41,616.10

Thank You
 Brewer Construction Company



Kevin Brewer

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128

PO Box 82485 - Oklahoma City, OK 73148

405-787-4962

Fax 405-495-8972

MEMBER

October 17th, 2013

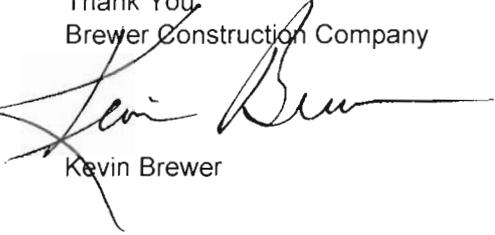
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 2
401 - 509 Teakwood

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	675 L.F.	\$ 80.00	\$ 54,000.00
Re-Connect Sewer Service	12 Ea.	\$ 360.00	\$ 4,320.00
Rehabilitate Manhole	3 Ea.	\$ 680.00	\$ 2,040.00
Extra Vertical Foot Manhole	5 V.F.	\$ 120.00	\$ 600.00
Solid Slab Sod 0-200sy	132 S.Y.	\$ 2.50	\$ 330.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 61,290.00

Thank You,
Brewer Construction Company


Kevin Brewer

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972
MEMBER

October 17th, 2013

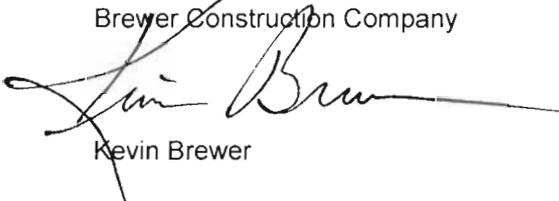
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

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

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	110 L.F.	\$ 80.00	\$ 8,800.00
Re-Connect Sewer Service	6 Ea.	\$ 360.00	\$ 2,160.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	4 V.F.	\$ 120.00	\$ 480.00
Solid Slab Sod 0-200sy	66 S.Y.	\$ 2.50	\$ 165.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 12,965.00

Thank You
Brewer Construction Company


Kevin Brewer

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128

PO Box 82485 - Oklahoma City, OK 73148

405-787-4962

Fax 405-495-8972

MEMBER

October 17th, 2013

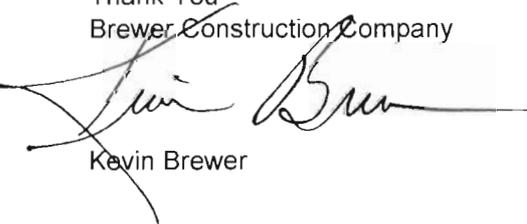
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 5
3rd Street Between Oak & Maple

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
12" Pipe Bursting	195 L.F.	\$ 88.00	\$ 17,160.00
Re-Connect Sewer Service	2 Ea.	\$ 360.00	\$ 720.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	9 V.F.	\$ 120.00	\$ 1,080.00
Solid Slab Sod 0-200sy	0 S.Y.	\$ 2.50	\$ -
Crusher Run Backfill	51 Ton	\$ 29.00	\$ 1,479.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 21,799.00

Thank You
Brewer Construction Company


Kevin Brewer

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972

October 24th, 2013

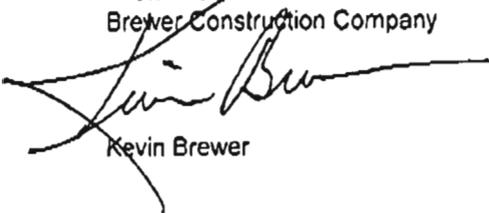
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 2
Highway 4 & Ranchwood Park
18" Main Repair

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
18" Sanitary Sewer	439 L.F.	\$ 42.00	\$ 18,438.00
Trenching 0-10'	439 L.F.	\$ 14.00	\$ 6,146.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
3500 PSI Concrete	1 C.Y.	\$ 450.00	\$ 450.00
Crushed Rock	195 Ton	\$ 29.00	\$ 5,655.00
Select Borrow	130 C.Y.	\$ 19.00	\$ 2,470.00
		Total Quote	\$ 34,519.00

Thank You
Brewer Construction Company



Kevin Brewer

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972
MEMBER

October 17th, 2013

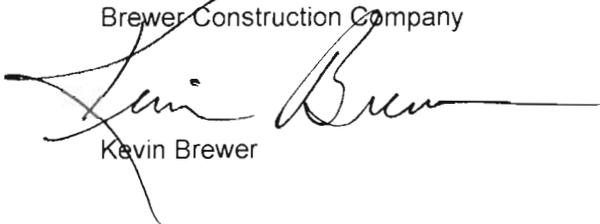
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 7
341-349 Grand Teton Ct.

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	235 L.F.	\$ 80.00	\$ 18,800.00
Re-Connect Sewer Service	4 Ea.	\$ 360.00	\$ 1,440.00
Rehabilitate Manhole	0 Ea.	\$ 680.00	\$ -
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
Solid Slab Sod 0-200sy	88 S.Y.	\$ 2.50	\$ 220.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 20,460.00

Thank You
Brewer Construction Company



Kevin Brewer

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972
MEMBER

October 17th, 2013

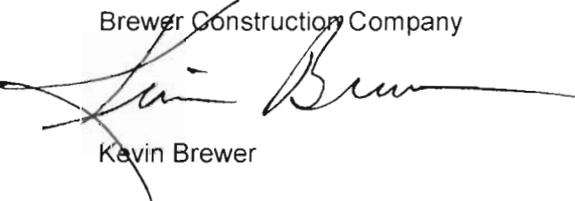
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 9
119-126 Palm

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	440 L.F.	\$ 80.00	\$ 35,200.00
Re-Connect Sewer Service	5 Ea.	\$ 360.00	\$ 1,800.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	12 V.F.	\$ 120.00	\$ 1,440.00
Solid Slab Sod 0-200sy	110 S.Y.	\$ 2.50	\$ 275.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 40,075.00

Thank You
Brewer Construction Company


Kevin Brewer

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972
MEMBER

October 17th, 2013

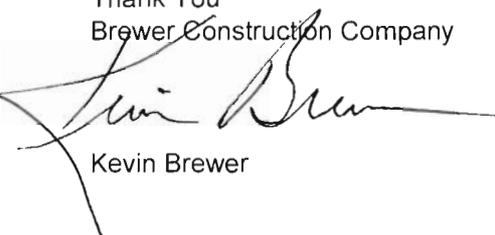
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 10
1105 Valley Forge Drive

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	250 L.F.	\$ 80.00	\$ 20,000.00
Re-Connect Sewer Service	10 Ea.	\$ 360.00	\$ 3,600.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
Solid Slab Sod 200sy +	220 S.Y.	\$ 2.25	\$ 495.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 25,455.00

Thank You
Brewer Construction Company



Kevin Brewer

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972
MEMBER

October 17th, 2013

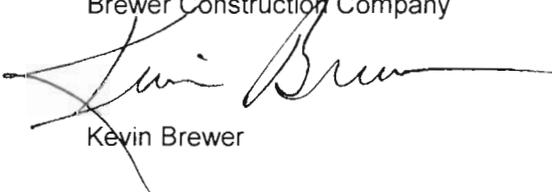
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 11
915-927 Clear Creek

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	380 L.F.	\$ 80.00	\$ 30,400.00
Re-Connect Sewer Service	12 Ea.	\$ 360.00	\$ 4,320.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	9 V.F.	\$ 120.00	\$ 1,080.00
Solid Slab Sod 0-200sy	264 S.Y.	\$ 2.50	\$ 660.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 37,820.00

Thank You
Brewer Construction Company



Kevin Brewer

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972

MEMBER

October 17th, 2013

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

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 12
1001-1013 Cambridge

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	310 L.F.	\$ 80.00	\$ 24,800.00
Re-Connect Sewer Service	12 Ea.	\$ 360.00	\$ 4,320.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	4 V.F.	\$ 120.00	\$ 480.00
Solid Slab Sod 200 sy +	240 S.Y.	\$ 2.25	\$ 540.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 31,500.00

Thank You
Brewer Construction Company

Kevin Brewer

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128

PO Box 82485 - Oklahoma City, OK 73148

405-787-4962

Fax 405-495-8972

MEMBER

October 17th, 2013

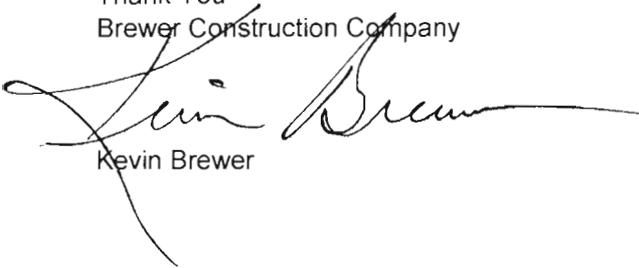
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 13
1013-1023 Cambridge

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	290 L.F.	\$ 80.00	\$ 23,200.00
Re-Connect Sewer Service	10 Ea.	\$ 360.00	\$ 3,600.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	2 V.F.	\$ 120.00	\$ 240.00
Solid Slab Sod 0-200sy	200 S.Y.	\$ 2.50	\$ 500.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
Total Quote			\$ 28,900.00

Thank You
Brewer Construction Company


Kevin Brewer

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73148
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Fax 405-495-8972
MEMBER

October 17th, 2013

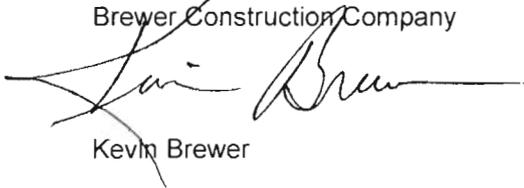
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 14
909-1101 Cherrywood

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	260 L.F.	\$ 80.00	\$ 20,800.00
Re-Connect Sewer Service	10 Ea.	\$ 360.00	\$ 3,600.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	9 V.F.	\$ 120.00	\$ 1,080.00
Solid Slab Sod 0-200sy	200 S.Y.	\$ 2.50	\$ 500.00
T.V Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 27,340.00

Thank You
Brewer Construction Company



Kevin Brewer

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405-787-4962
Fax 405-495-8972
MEMBER

October 17th, 2013

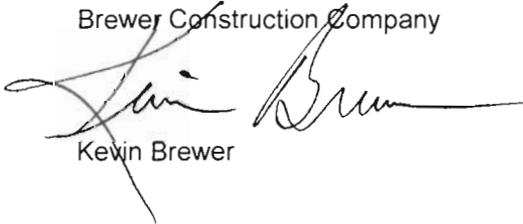
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 15
812-800 Lancaster

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	325 L.F.	\$ 80.00	\$ 26,000.00
Re-Connect Sewer Service	14 Ea.	\$ 360.00	\$ 5,040.00
Rehabilitate Manhole	3 Ea.	\$ 680.00	\$ 2,040.00
Extra Vertical Foot Manhole	6 V.F.	\$ 120.00	\$ 720.00
Solid Slab Sod 200sy +	280 S.Y.	\$ 2.25	\$ 630.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 34,430.00

Thank You
Brewer Construction Company



Kevin Brewer

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October 17th, 2013

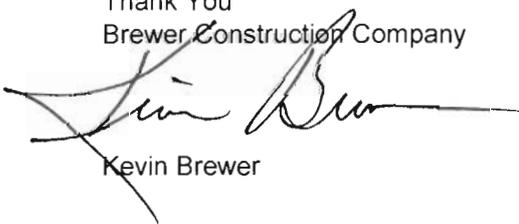
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 16
442 S. 7th Street to 418 (Lamphole)

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	300 L.F.	\$ 80.00	\$ 24,000.00
Re-Connect Sewer Service	12 Ea.	\$ 360.00	\$ 4,320.00
Rehabilitate Manhole	1 Ea.	\$ 680.00	\$ 680.00
4' Dia. Manhole (Lamphole)	1 Ea.	\$ 1,250.00	\$ 1,250.00
Solid Slab Sod 200sy +	240 S.Y.	\$ 2.25	\$ 540.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 30,790.00

Thank You
Brewer Construction Company


Kevin Brewer

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8301 SW 8th St. - Oklahoma City, OK 73128

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Fax 405-495-8972

MEMBER

October 17th, 2013

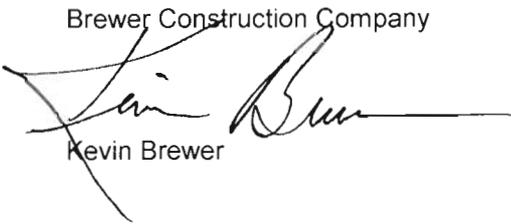
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 17
800-900 Oak Ave.

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	650 L.F.	\$ 80.00	\$ 52,000.00
Re-Connect Sewer Service	18 Ea.	\$ 360.00	\$ 6,480.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	-
Solid Slab Sod 200 sy +	360 S.Y.	\$ 2.25	\$ 810.00
T.V. Inspection	0 L.F.	\$ 3.85	-
		Total Quote	\$ 60,650.00

Thank You
Brewer Construction Company


Kevin Brewer

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October 17th, 2013

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

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 18
2524-2512 Sequoia Drive

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	230 L.F.	\$ 80.00	\$ 18,400.00
Re-Connect Sewer Service	8 Ea.	\$ 360.00	\$ 2,880.00
Rehabilitate Manhole	1 Ea.	\$ 680.00	\$ 680.00
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	-
Solid Slab Sod 0-200sy	160 S.Y.	\$ 2.50	\$ 400.00
T.V. Inspection	0 L.F.	\$ 3.85	-
		Total Quote	\$ 22,360.00

Thank You
Brewer Construction Company



Kevin Brewer

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PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
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MEMBER

October 17th, 2013

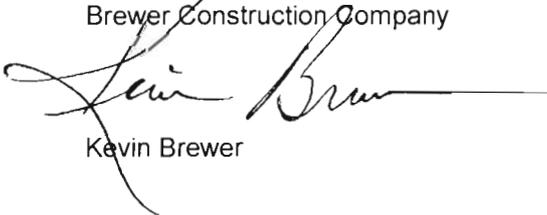
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 20
215 E. Willow to 202 E. Beam

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	400 L.F.	\$ 80.00	\$ 32,000.00
Re-Connect Sewer Service	14 Ea.	\$ 360.00	\$ 5,040.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	6 V.F.	\$ 120.00	\$ 720.00
Solid Slab Sod 200sy +	280 S.Y.	\$ 2.25	\$ 630.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 39,750.00

Thank You
Brewer Construction Company



Kevin Brewer

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8301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972
MEMBER

October 17th, 2013

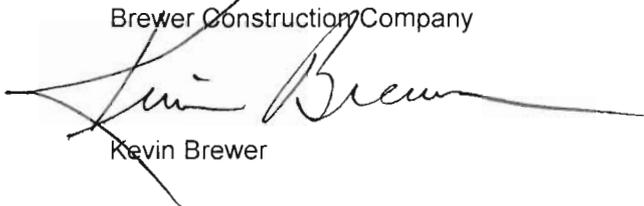
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 21
2 - 108 Spruce

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	530 L.F.	\$ 80.00	\$ 42,400.00
Re-Connect Sewer Service	17 Ea.	\$ 360.00	\$ 6,120.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	2 V.F.	\$ 120.00	\$ 240.00
Solid Slab Sod 200sy +	340 S.Y.	\$ 2.25	\$ 765.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 50,885.00

Thank You,
Brewer Construction Company



Kevin Brewer

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8301 SW 8th St. - Oklahoma City, OK 73128
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405-787-4962
Fax 405-495-8972
MEMBER

October 17th, 2013

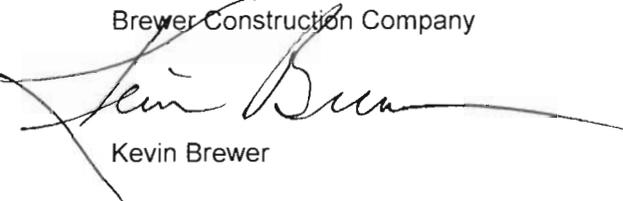
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 22
1 - 101 Spruce

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	310 L.F.	\$ 80.00	\$ 24,800.00
Re-Connect Sewer Service	5 Ea.	\$ 360.00	\$ 1,800.00
Rehabilitate Manhole	1 Ea.	\$ 680.00	\$ 680.00
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
Solid Slab Sod 0-200sy	100 S.Y.	\$ 2.50	\$ 250.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 27,530.00

Thank You
Brewer Construction Company


Kevin Brewer

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8301 SW 8th St. - Oklahoma City, OK 73128
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405-787-4962
Fax 405-495-8972
MEMBER

October 17th, 2013

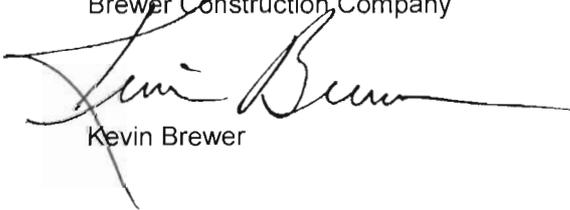
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 23
806 - 900 Ridgeway

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	375 L.F.	\$ 80.00	\$ 30,000.00
Re-Connect Sewer Service	10 Ea.	\$ 360.00	\$ 3,600.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
Solid Slab Sod 0-200sy	200 S.Y.	\$ 2.50	\$ 500.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 35,460.00

Thank You
Brewer Construction Company



Kevin Brewer

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8301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972

MEMBER

October 17th, 2013

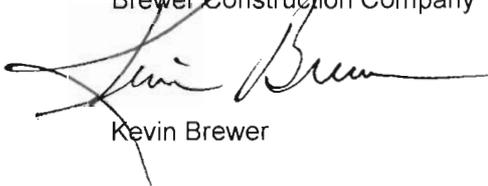
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 24
1004 - 1112 Queensboro Place

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	540 L.F.	\$ 80.00	\$ 43,200.00
Re-Connect Sewer Service	12 Ea.	\$ 360.00	\$ 4,320.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
Solid Slab Sod 200sy +	240 S.Y.	\$ 2.25	\$ 540.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 49,420.00

Thank You
Brewer Construction Company



Kevin Brewer

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128

PO Box 82485 - Oklahoma City, OK 73148

405-787-4962

Fax 405-495-8972

MEMBER

October 17th, 2013

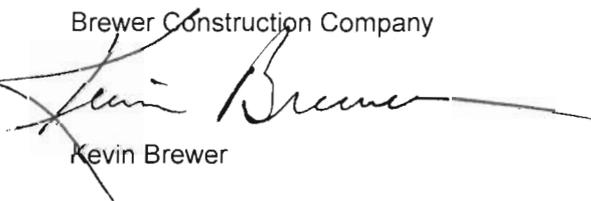
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 25
629 Ottawa

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	190 L.F.	\$ 80.00	\$ 15,200.00
Re-Connect Sewer Service	2 Ea.	\$ 360.00	\$ 720.00
Rehabilitate Manhole	4 Ea.	\$ 680.00	\$ 2,720.00
Extra Vertical Foot Manhole	11 V.F.	\$ 120.00	\$ 1,320.00
Solid Slab Sod 0-200sy	40 S.Y.	\$ 2.50	\$ 100.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
	Total Quote	\$	\$ 20,060.00

Thank You
Brewer Construction Company


Kevin Brewer

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972
MEMBER

October 17th, 2013

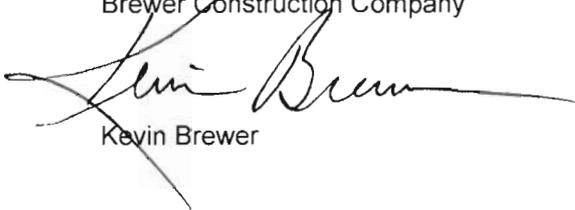
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 26
604-704 Victoria

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	310 L.F.	\$ 80.00	\$ 24,800.00
Re-Connect Sewer Service	8 Ea.	\$ 360.00	\$ 2,880.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
Solid Slab Sod 0-200sy	160 S.Y.	\$ 2.50	\$ 400.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 29,440.00

Thank You
Brewer Construction Company



Kevin Brewer

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972
MEMBER

October 17th, 2013

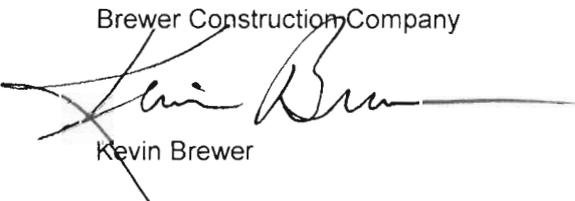
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 27
500 - 536 South 3rd Street

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	525 L.F.	\$ 80.00	\$ 42,000.00
Re-Connect Sewer Service	20 Ea.	\$ 360.00	\$ 7,200.00
Rehabilitate Manhole	2 Ea.	\$ 680.00	\$ 1,360.00
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
Crusher Run Rock	130 Ton	\$ 29.00	\$ 3,770.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 54,330.00

Thank You
Brewer Construction Company


Kevin Brewer

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8301 SW 8th St. - Oklahoma City, OK 73128

PO Box 82485 - Oklahoma City, OK 73148

405-787-4962

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MEMBER

October 17th, 2013

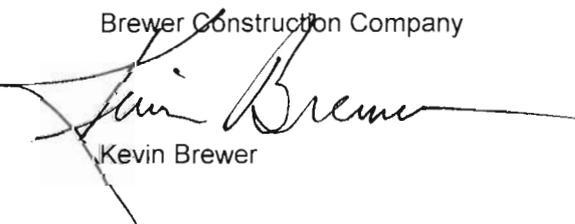
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 28
308 - 340 Kings Canyon

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	300 L.F.	\$ 80.00	\$ 24,000.00
Re-Connect Sewer Service	8 Ea.	\$ 360.00	\$ 2,880.00
Rehabilitate Manhole	0 Ea.	\$ 680.00	\$ -
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
Solid Slab Sod 0-200sy	160 S.Y.	\$ 2.50	\$ 400.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 27,280.00

Thank You
Brewer Construction Company


Kevin Brewer

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PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972

MEMBER

October 17th, 2013

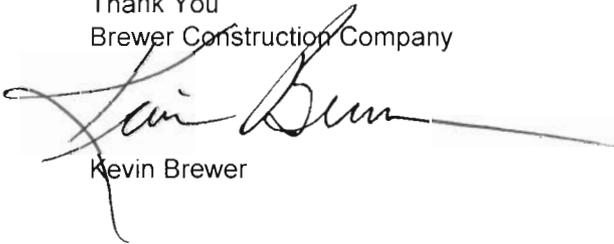
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 30
2224 Everglade to 141 E. Parkland

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	360 L.F.	\$ 80.00	\$ 28,800.00
Re-Connect Sewer Service	10 Ea.	\$ 360.00	\$ 3,600.00
Rehabilitate Manhole	0 Ea.	\$ 680.00	\$ -
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
Solid Slab Sod 0-200sy	200 S.Y.	\$ 2.50	\$ 500.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 32,900.00

Thank You
Brewer Construction Company



Kevin Brewer

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PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
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MEMBER

October 17th, 2013

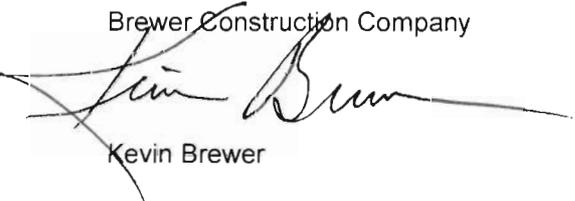
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 32
705 Crown to 713 Royal

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	360 L.F.	\$ 80.00	\$ 28,800.00
Re-Connect Sewer Service	8 Ea.	\$ 360.00	\$ 2,880.00
Rehabilitate Manhole	0 Ea.	\$ 680.00	\$ -
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
Solid Slab Sod 0-200sy	160 S.Y.	\$ 2.50	\$ 400.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 32,080.00

Thank You
Brewer Construction Company


Kevin Brewer

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128

PO Box 82485 - Oklahoma City, OK 73148

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MEMBER

October 17th, 2013

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

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

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	340 L.F.	\$ 80.00	\$ 27,200.00
Re-Connect Sewer Service	5 Ea.	\$ 360.00	\$ 1,800.00
Rehabilitate Manhole	0 Ea.	\$ 680.00	\$ -
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
Solid Slab Sod 0-200sy	100 S.Y.	\$ 2.50	\$ 250.00
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 29,250.00

Thank You
Brewer Construction Company


Kevin Brewer

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8301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972
MEMBER

October 17th, 2013

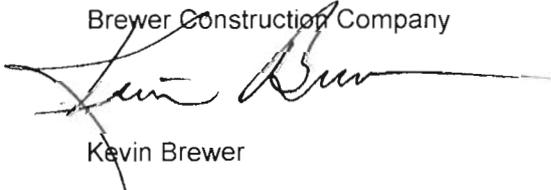
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 34
Cornwell & Main) Chris's Cars

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	0 L.F.	\$ 80.00	\$ -
Re-Connect Sewer Service	0 Ea.	\$ 360.00	\$ -
Rehabilitate Manhole	6 Ea.	\$ 680.00	\$ 4,080.00
Extra Vertical Foot Manhole	12 V.F.	\$ 120.00	\$ 1,440.00
Solid Slab Sod 0-200sy	0 S.Y.	\$ 2.50	\$ -
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 5,520.00

Thank You
Brewer Construction Company


Kevin Brewer

Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128

PO Box 82485 - Oklahoma City, OK 73148

405-787-4962

Fax 405-495-8972

MEMBER

October 17th, 2013

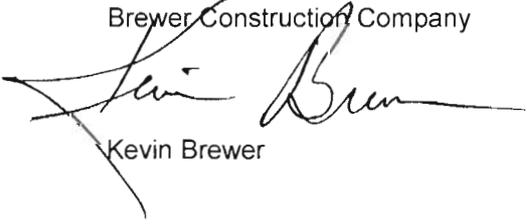
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 35
Von Elm Estates

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	0 L.F.	\$ 80.00	\$ -
Re-Connect Sewer Service	0 Ea.	\$ 360.00	\$ -
Rehabilitate Manhole	7 Ea.	\$ 680.00	\$ 4,760.00
Extra Vertical Foot Manhole	14 V.F.	\$ 120.00	\$ 1,680.00
Solid Slab Sod 0-200sy	0 S.Y.	\$ 2.50	\$ -
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 6,440.00

Thank You
Brewer Construction Company


Kevin Brewer

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8301 SW 8th St. - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8972
MEMBER

October 17th, 2013

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

RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
2013 CIP 2 Sewer Repair # 36
Briarwood West of Grace Circle

(QUOTE)

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	0 L.F.	\$ 80.00	\$ -
Re-Connect Sewer Service	0 Ea.	\$ 360.00	\$ -
Rehabilitate Manhole	7 Ea.	\$ 680.00	\$ 4,760.00
Extra Vertical Foot Manhole	14 V.F.	\$ 120.00	\$ 1,680.00
Solid Slab Sod 0-200sy	0 S.Y.	\$ 2.50	\$ -
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Quote	\$ 6,440.00

Thank You
Brewer Construction Company



Kevin Brewer



Ken Smith, Mayor &, Council Member At Large
John Alberts, Council Member Ward II
Nick Grba, Council Member Ward I
Mike McEachern, Council Member Ward IV

From the Office of the
Parks & Recreation Director
Jan Scott

October 22, 2013

Re: JCG Roof Repair

Grayson,

The Jackie Cooper Gym needs some extensive roof repair. Quincy Rinkle has met with several roofing companies to determine the extent of damage and repair needed. Each roofing company gave a proposal to fix the problems associated with the roof and leaking of water into the facility. Parks and Recreation would recommend using Standard Roofing Company, Inc. to repair the Jackie Cooper Gym roof.

Standard Roofing Company gave a very comprehensive proposal that covered many areas of need that were not addressed by the other companies. Standard Roofing Company, Inc. included sealing joints around the structure on the side walls and applying a sealant to the external walls.

The proposals were as follows:

Standard Roofing Company, Inc.	\$77,996.00 (includes performance bond)
Next Generation Renovation, LLC	\$103,495.00
Washington Roofing & Insulation	\$59,400.00

Thank you,
Jan Scott



October 16, 2013

Oklahoma Roofing Contractor Registration No. 80000006

Attn: Quincy Wrinkle

Project Location: 1024 East Main, Yukon, OK. 73099

Project: Roof and Gutter Repair at the Jackie Cooper Gymnasium

Phone: 405-350-8920

We propose and agree to furnish all the necessary labor & material, and install, as described herein, the following:

• **Roof Repairs at the Upper and Lower Metal Roof Areas:**

1. Remove existing gutter on the upper roof area, north and south sides and dispose of debris.
2. Patch eight existing holes in the side of the building where the existing down spouts entered the building. Existing piping to remain inside the building.
3. Install new prefinished gutter on the upper roof area, north and south sides. Color to be selected by owner representative from a standard color chart.
4. Install twelve new down spouts on the outside of the building on the upper roof area. Six on the north side and six on the south side. This is four additional down spouts than you currently have. To help with better drainage.
5. Reseal around all sheet metal jack penetrations, soil pipe penetrations and exhaust fan penetrations on the upper and lower roof areas with polyurethane sealant.
6. Tighten all existing screws and replace those that are stripped out on the upper and lower roof areas.
7. Install new screws at locations where screws are missing on the upper and lower roof areas.
8. Install new polyurethane sealant at the ridge cap laps on the upper roof area.
9. Install new polyurethane sealant at the ridge cap closures length of the building, both sides of ridge on the upper roof area.
10. Install new polyurethane sealant at the head flashing laps on the lower roof.
11. Install new polyurethane sealant at the head flashing closures length of the lower roof.



- 12. Add metal pipe clamps to rubber boots on soil stacks. Seal top termination with polyurethane sealant.
- 13. Refasten sheet metal coping cap to the parapet wall. Seal coping laps and fasteners with polyurethane sealant.
- 14. Refasten sheet metal flashing on the back side of parapet wall. Seal sheet metal flashing seams and fasteners with polyurethane sealant.
- 15. Reseal internal guttering pan laps with pourable polyurethane sealant and reinforcement mesh.
- 16. Add polyurethane sealant to the end laps of the sheet metal trim at the sheet metal to block transition.
- 17. Fill voids in the mortar joints at the exterior masonry block walls.
- 18. Cut out and reseal masonry expansion joints with new backer rod and high performance polyurethane sealant at the exterior block walls.
- 19. Power wash exterior block walls and apply clear exterior masonry sealant. The power washing will not remove efflorescence or stains from the walls. It goes deeper than just the surface.
- 20. Performance Bond included.

FOR THE SUM OF: \$77,996.00 *(SEVENTY SEVEN THOUSAND NINE HUNDRED NINETY NINE DOLLARS AND 00/100)*

ALTERNATES & EXCEPTIONS:

- 1. No inside repairs.
- 2. This price is based on tax exemption.
- 3. This price excludes the caulk joints and transition lap joints behind the new AC Duct Work on the outside of the building. There is just not enough room to make repair.

TERMS: PAYMENTS ARE TO BE MADE ON ESTIMATES IN THE AMOUNT OF 100% OF WORK IN PLACE TO BE PAID BY THE 10TH OF THE MONTH.
• This proposal is subject to cancellation by us within ten (10) days unless it is accepted by both parties before that date & approved by our office.

Accepted by _____

_____ 2013

STANDARD ROOFING COMPANY, INC.

By  _____
DANNY WEBB, Vice President

TREMCO Roof Analysis Report

Prepared For City of Yukon



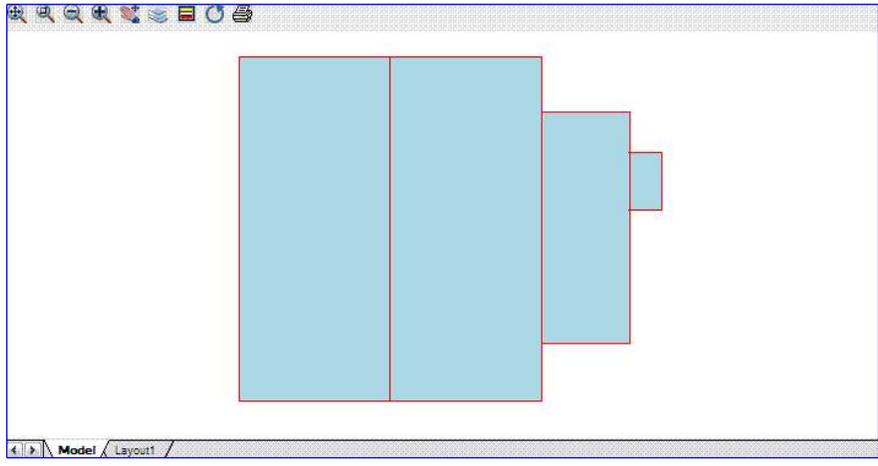
Prepared By Dan Fiechl



General Roof Condition Report

City of Yukon, Jackie Cooper Gymnasium

Jackie Cooper Gymnasium

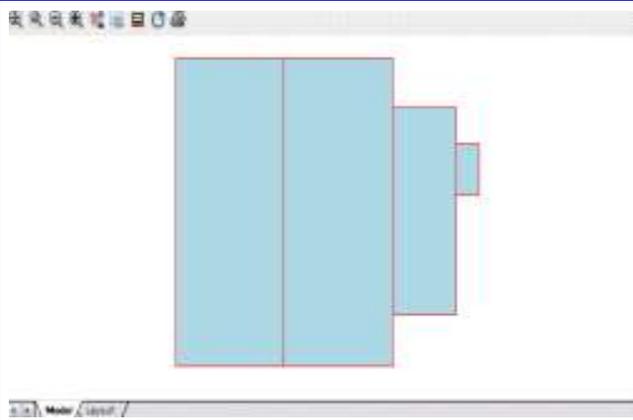


	Good
	Fair
	Poor
	Failed
	No Condition

General Roof Condition Report

City of Yukon, Jackie Cooper Gymnasium

Jackie Cooper Gymnasium

Roof Name	Jackie Cooper Gymnasium	
Square Feet	18,600	
Asset Value		
Year Installed	1999	
Year to be Replaced		
Life Expectancy	Leakage <input checked="" type="checkbox"/>	
Inspection Date	09/11/2013	
Inspector	Dan Fiechtl	
Roof Rating	Fair	

Roof Composition Roof is comprised of 24" prefinished white trapezoidal standing seam panels with one lap seam midway on top roof between ridge and guttering system. Lower roofs utilize internal guttering system with no gutter lining.

Overall Roof Condition Fair condition of roofing panels. Details and guttering are in poor condition and leaking.

Visible Defects Visible defects include torn guttering, missing screws, loose screws, poor guttering details, deteriorated sealant around penetrations, poor wall panel termination detail, poor sealant in wall joints, and voids in masonry mortar.

Recommendations Depending on city budget, a comprehensive scope of work for repairs will need to be developed so that project can be sent out to bid.
Scope should include:

1. Downspout relocation.
2. Partial or full gutter replacement.
3. Sealing around heater vent penetrations.
4. Tighten screws and replace loose screws.
5. Install screws as required at locations missing screws.
6. Add sealant to voids at ridge laps and ridge closure panels.
7. Add sealant to metal transition detail end laps at panel to block masonry.
8. Tuck point masonry block joints as required.
9. Cut out and reseal masonry expansion joints with new backer rod and high performance polyurethane sealant.
10. Add metal pipe clamps to rubber boots on soil stacks. Seal top termination with polyurethane.
11. Refasten metal coping cap to parapet wall. Seal coping laps and fasteners with polyurethane.
12. Reseal internal guttering pan laps with pourable polyurethane sealant and reinforcement mesh.
13. Power wash/ media blast exterior to remove efflorescence. Apply clear exterior masonry sealant such as a silane sealer if not previously sealed. Consult manufacturer for application on sealed walls.

General Roof Condition Report

City of Yukon, Jackie Cooper Gymnasium

Jackie Cooper Gymnasium

Over view of gutterin system through exterior wall into wall cavity.



Metal guttering has sustained damage in several areas, possibly due to storms.



Leak due to guttering coupler dinsconnecting.



Leak due to guttering coupler dinsconnecting.



General Roof Condition Report

City of Yukon, Jackie Cooper Gymnasium

Jackie Cooper Gymnasium

Over view of how gutter downspout terminates to internal drain pipe.



Metal guttering has sustained damage in several areas, possibly due to storms.



Sealant failure around heater pipe penetration on gymnasium roof.



Lack of sealant and loose screws on ridge cap has caused leak over gymnasium.



General Roof Condition Report

City of Yukon, Jackie Cooper Gymnasium

Jackie Cooper Gymnasium

Lack of proper sealant can cause rain to be blown into building at ridge closures.



Damage to insulation at ridge cap on gymnasium.



Lack of mechanical fastener clamp on all soil stacks over office area is allowing rain to enter inside building.



Damage ceiling tile from internal guttering over office area.



General Roof Condition Report

City of Yukon, Jackie Cooper Gymnasium

Jackie Cooper Gymnasium

Overview of internal guttering system over office area.



General Roof Condition Report

City of Yukon, Jackie Cooper Gymnasium

Jackie Cooper Gymnasium



General Roof Condition Report

City of Yukon, Jackie Cooper Gymnasium

Jackie Cooper Gymnasium



AFTER RECORDING RETURN TO:
OGE ELECTRIC SERVICES
ATTN: DANNIE WEST, R/W AGENT
PO BOX 321 M/C WW52
OKLAHOMA CITY, OK 73101-0321

Work Order # 7346905

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT **The Yukon Municipal Authority**, Grantor, in consideration of the sum of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY**, an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, construct, operate, maintain, and reconstruct underground and/or above ground a system of poles, anchors, guy wires, conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress to and from said system across adjoining lands of Grantor, together with the authority to cut down, control the growth of, or trim and keep trimmed any trees that may in the judgment of the Grantee interfere with or endanger said line or its maintenance and operation.

The real property covered by this easement is situated in **CANADIAN** County, State of Oklahoma, and is described as follows:

See EXHIBIT "A" attached hereto and made a part hereof.

Grantor further covenants agrees that no building or other structure shall ever be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained. Grantor further acknowledges the requirements of 63 Oklahoma Statutes (1991) Section 142.1, et. seq. (One-call statute).

Grantor hereby consents to permit Grantee to trim and keep trimmed any trees and foliage on Grantor's property immediately adjacent to the easement granted herein to insure the health of the trees involved, and Grantee shall have the right to enter upon Grantor's property for this purpose.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should the Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Signed and delivered this _____ day of October, 2013.

ATTEST:

City Clerk

By: _____
Ken Smith, Mayor
The City of Yukon, Oklahoma

Corp Seal

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CANADIAN, SS;

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of November 2013, personally appeared Ken Smith, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Mayor and acknowledged to me that he executed the same as his free and voluntary act and deed of the City, for the uses and purposes therein set forth.

My Commission Expires: _____

Commission # _____

Notary Public

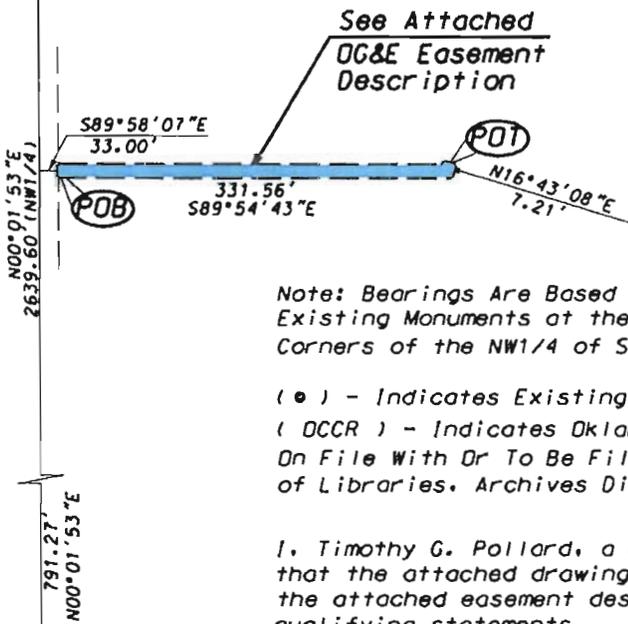
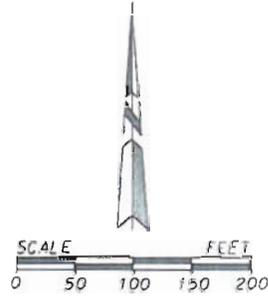
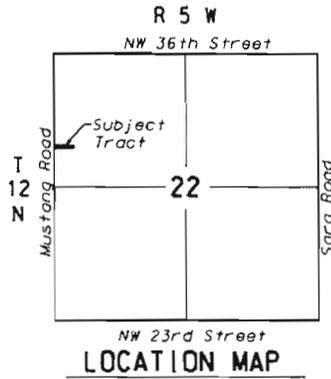
EXHIBIT "A"

OG&E EASEMENT

An Easement in part of the Northwest Quarter (NW1/4) of Section Twenty-two (22), Township Twelve (12) North, Range Five (5) West of the Indian Meridian Canadian County, Oklahoma, **written by Timothy G. Pollard, PLS 1474, on July 26, 2013, using an Arbitrary Bearing of N00°01'53"E between existing monuments at the Southwest and Northwest Corners of said NW1/4 as a Basis of Bearing** and as shown on attached **Easement Sketch**, said easement being Ten (10) feet in width, Five (5) feet each side of a centerline described as:
Commencing at the Southwest corner of said NW1/4;
Thence N00°01'53"E, on the West line of said NW1/4, for a distance of 791.27 feet;
Thence S89°58'07"E for a distance of 33.00 feet to the **Point of Beginning**;
Thence S89°54'43"E, on said centerline, for a distance of 331.56 feet;
Thence N16°43'08"E, on said centerline, for a distance of 7.21 feet to the **Point of Termination**.

EASEMENT SKETCH

NW Corner
Section 22
Exist. Cut "X"
OCCR By PLS 696

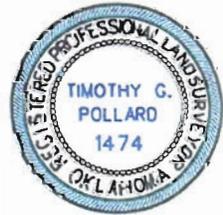


Note: Bearings Are Based On N00°01'53"E Between Existing Monuments at the Southwest and Northwest Corners of the NW1/4 of Section 22, T12N, R5W, I.M.

(●) - Indicates Existing Monument as Noted.
(OCCR) - Indicates Oklahoma Certified Corner Record On File With Or To Be Filed With The Oklahoma Department of Libraries, Archives Division.

I, Timothy G. Pollard, a Professional Land Surveyor, hereby certify that the attached drawing is a true and accurate representation of the attached easement description and is subject to all notes and qualifying statements.

Timothy G. Pollard
Timothy G. Pollard, PLS 1474
Dated: July 26, 2013



SW Corner
NW1/4 Sec. 22
Exist. Cut "X"
OCCR By PLS 930

OKLAHOMA GAS AND ELECTRIC COMPANY

POLLARD & WHITED SURVEYING INC. 2514 TEE DRIVE, NORMAN, OKLAHOMA 73069 CA#2380 EXP 06-30-15 405-366-0001	OG&E EASEMENT SKETCH WO# 7343075 PART OF NW1/4 OF SEC. 22, T12N, R5W, I.M. CANADIAN COUNTY, OKLAHOMA	REVISIONS:
DRAWN BY: T. POLLARD DATE: July 26, 2013	FILE #: 22-12n5w.ASC DATE: July 24, 2013	SCALE: 1" = 150'
APPROVED BY: D. WEEKS DATE: July 26, 2013	DRWG #: 22-12n5w.DGN DATE: July 26, 2013	SHEET 1 OF 1