

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not the necessary accommodation.

DURANT AIRPORT AUTHORITY

6:00 PM

**Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma**

August 9, 2022

AGENDA

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

- a. Consider Approval of Regular Meeting Minutes of July 12, 2022
- b. Consider Possible Action Amending Section 5.4 of the Airport Commercial Lease Agreement
- c. Consider Award of Bid for Repair and Replacement of the Airport Taxiway Lighting System

2. Consider Items Removed from Consent

3. Information Items

- a. Airport Monthly Report - July 2022

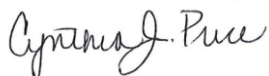
4. Administration

5. New Business

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 9th day of November, 2021 and that an agenda of said meeting was posted at the place of such meeting at 11:55 a.m. on the 5th day of August, 2022.

A handwritten signature in cursive script that reads "Cynthia J. Price".

Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of July 12, 2022

Council Information / Action Requested

Approval of Regular Meeting Minutes of July 12, 2022

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Durant Airport Authority Minutes 07122022 cjp

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 9th day of November, 2021, and that an agenda of said meeting was posted at the place of such meeting at 10:00 a.m. on the 9th day of July, 2022.



Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT AIRPORT AUTHORITY
July 12, 2022 AT 6:00 PM, Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma**

CALL TO ORDER

Chairman Grube called the meeting to order at 7:05 p.m.

ROLL CALL

Present:

Trustee Steve Brittingham
Trustee Humphrey Miller
Trustee Curtis Morris
Vice Chairman Danny Sherrer
Chairman Oden Grube
City Attorney Tom Marcum
City Manager John Dean
City Clerk Cynthia J. Price

Absent:

None

ORDER OF BUSINESS

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

- a. Consider Approval of Regular Meeting Minutes of June 14, 2022
- b. Discussion, Consideration and Possible Action on 6th Amended Resolution Establishing Fees and Costs Charged by the City of Durant, Durant City Utilities Authority, and Durant Airport Authority for Durant Services (R-2021-02F)

Motion To: Approve Consent Items as Presented

Motion By: Humphrey Miller

Seconded By: Curtis Morris

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

2. Consider Items Removed from Consent

3. Information Items

- a. Airport Manager Monthly Report - June 2022

4. Administration

5. New Business

There was no new business.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Humphrey Miller

Seconded By: Danny Sherrer

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: James Dalton, Assistant City Manager
Re: Consider Possible Action Amending Section 5.4 of the Airport Commercial Lease Agreement

Consider Possible Action Amending Section 5.4 of the Airport Commercial Lease Agreement

Council Information / Action Requested

Discussion, Consideration, and Possible Action Amending Section 5.4 of the Airport Commercial Lease Agreement, by Adding Verbiage That Any Airport Commercial Lease Agreement is "Submitted to the Airport Manager, **Current Airport Planning and Engineering Consultant for Review/Comment/and Verification That the Proposed Project is in Compliance With the Most Recent Airport Layout Plan and the Airport Master Plan** and Receive the Written Approval of the City, and NO Such Work Shall Be Commenced Until Such Written Approvals Are Obtained From the City, Which Approval Shall Not Be Unreasonably Withheld or Delayed".

City Staff Information / Action Follow-up, if Council authorizes this action:

Staff Will Amend the Airport Commercial Lease Agreement

ATTACHMENTS:

1. Airport - Commercial Lease Agreement - Master - Proposed Amendment 5.4

COMMERCIAL LEASE AGREEMENT

This Agreement of Lease made and entered into this _____ day of _____ by and between the Durant Airport Authority, a trust of the City of Durant in Bryan County, State of Oklahoma, hereinafter referred to as "Lessor," and, _____ hereinafter referred to as "Lessee."

WITNESSETH THAT:

WHEREAS, the Durant Airport Authority is the co-sponsor and operator of the Airport known as the Durant Regional Airport which is located in the City of Durant; and

WHEREAS, the City and Lessee are mutually desirous of entering into a Lease for the use and occupancy of certain areas at the Airport;

NOW, THEREFORE, in consideration of the premises and of the rents, covenants and conditions herein contained, the City does hereby grant to the Lessee the right to use and occupy the area of the Airport described in Article 2 hereof, during the term hereof, (hereinafter referred to as the "Leased Premises"), for the term and pursuant to the conditions hereinafter set forth.

ARTICLE 1 - TERM

1.1 The term of this lease shall be for a One (1) year period commencing on _____ Lease may be extended for 1 (one) successive period of 5 (five) years commencing upon the expiration of the original term hereof at the option of the Lessee. Lessee must notify Lessor within 90 (ninety) days of expiration of the original lease term of their intent to extend.

ARTICLE 2 - LEASE PREMISES

2.1 The Leased Premises shown on Exhibit A, attached hereto and made a part hereof consist of:

2.1.1 Improved/unimproved land area consisting of approximately
Hanger _____ Size _____

2.1.2 Any real property improvement constructed or installed thereon during the term hereof.

ARTICLE 3 - USE OF LEASED PREMISES

3.1 The Lessee shall occupy and use the Leased Premises for the following purposes and for no other purpose whatsoever:

3.1.1 It is further agreed by and between the parties that Lessee shall not use or permit the premises or any part thereof to be used for any primary purpose or purposes other than aviation purposes and/or storage of an aircraft (said aircraft must be airworthy). In the event the hangar is empty, it may not be used for non-aviation purposes or storage without the written permission of the City. Should the City permit short-term non-aviation usage the rate shall be at a higher fair- market value rate and not the aviation value rate as agreed upon in this agreement. Upon signing the lease agreement, Lessee has a period of six months from date of signing to obtain an aircraft. Any extension must be pre- approved by the Lessor. Should a Lessee lack ownership of an aircraft, whether voluntary or involuntary, at any point during the lease the Lessee shall have a period of three months to obtain ownership of an aircraft for storage in the leased premises. The demised premises are hereby leased, and no use shall be made or permitted to be made to the demised premises, nor acts done which will cause a cancellation of any insurance policy covering the buildings located thereon or any part thereof, nor about the demised premises, nor articles which may be prohibited by standard form of fire insurance policies. Lessee shall, at their own expense, comply with all requirements pertaining to the demised premises of any insurance organization or company necessary for the maintenance of insurance that is herein provided covering any building or appurtenances at any time located on the demised premises. The hangar may not be used as a living quarters. Any violation of this agreement will be cause for termination of Site Lease.

3.1.2 It is further agreed _____ that this lease is intended to be a Commercial Lease and the Lessee will operate an Aerospace Commercial Business in this Hanger as _____.

ARTICLE 4 - RENTAL

4.1 Lessee agrees to pay to the City as rental for use of the premises and the privileges herein granted the sum of \$0 per square foot for a total of \$ per month (rate x square footage= total) for the Hangar. The total of which at an annual rate is \$.

4.2 Lessee shall pay one-twelfth (1/12) of the annual rent in advance on or before the first day of each month during the term or any renewal of this lease. Provided, however, that if any monthly rental payment is not paid on or before the tenth day following the first day of each month, such payment shall bear interest at 10% per annum.

4.3 The monthly rent shall be payable at the office of the Airport Manager or such other locations as may from time to time be directed in writing by the City.

4.4 It is further understood and agreed that there shall be a mandatory site lease rate cost review every third year, for the duration of the lease, for possible rate adjustment, up or down, based on inflation and consumer price index factors and airport improvements.

ARTICLE 5 - ACCEPTANCE, CARE MAINTENANCE, IMPROVEMENTS AND REPAIR

5.1 Lessee warrants that it has inspected the Leased Premises and accepts possession of the Leased Premises and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the State of Oklahoma, Oklahoma Aeronautics Commission, by ordinances of the City, and other minimum standards or regulations adopted for the airport and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the City shall not be required to maintain nor to make any improvements, repairs or restorations upon or to the Leased Premises or to any of the improvements presently located thereon. City shall never have any obligation to repair, maintain or restore, during the term of this lease, any improvements placed upon the Leased Premises by Lessee, its successors and assigns.

5.2 Lessee shall throughout the term of this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the Leased Premises and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. The Lessor, may, at their discretion, require a structural or other engineering analysis to ensure the Lessee is adequately maintaining the improvements on said leased property. Additionally, Lessee, without limiting the generality hereof, shall:

5.2.1 Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises.

5.2.2 Provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law.

5.2.3 Repair any damage caused by Lessee to paving or other surface of the Leased Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

5.2.4 Take measures to prevent erosion, including but not limited to, the planting and replanting of grasses with respect to all portions of the Leased Premises not paved or built upon, and in particular shall plant, maintain and replant any landscaped areas.

5.2.5 Be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.

5.3 In the event Lessee fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30) days after written notice from the City to do any maintenance or repair work required to be done under the provisions of this Agreement, other than preventive maintenance, (b) or within a period of ninety (90) days if the said notice specifies that the work to be accomplished by the Lessee involves preventative maintenance only; (c) or to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under the Agreement; then, the City may, at its option, and in addition to any other remedies which may be available to it, enter the premises involved, without such entering causing or constituting a cancellation of this Agreement or any interference with the possession of the Leased Premises, and repair, replace, rebuild or paint all or any part of the Leased Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the City by Lessee on demand. Provided, however, if in the opinion of the City, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the City or other tenants at the Airport, and the City so states same in its notice to Lessee, the City may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the City the cost and expense of such performance on demand. Furthermore, should the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result thereof except for claims for damages arising

from the City's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Agreement, and shall not impose or be construed to impose upon the City any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

5.4 Plans and specifications for all major repairs, constructions, alterations, modifications, additions or replacements (hereinafter referred to as "improvements"), including, without limitation the new facility to be constructed by the Lessee pursuant to Section 5.5 below, undertaken by the Lessee shall be submitted to the airport manager, ***current airport planning and engineering consultant for review/comment/and verification that the proposed project is in compliance with the most recent airport layout plan and the airport master plan*** and receive the written approval of the City, and no such work shall be commenced until such written approvals are obtained from the City, which approval shall not be unreasonably withheld or delayed. City shall advise Lessee within thirty (30) days after receipt of the written request, together with copies of the plans and specifications for the proposed improvements in sufficient detail to make a proper review thereof, or its approval or disapproval of the proposed work, and in the event it disapproves, stating its reasons therefore.

5.5 If Lessee makes any improvements without City approval, then, upon notice to do so, Lessee shall remove the same or at the option of City, cause the same to be changes to the satisfaction of City. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, City may affect the removal or change and Lessee shall pay the cost thereof to the City. Lessee expressly agrees in the making of all improvements that, except with the written consent of City, it will neither give nor grant, nor purport to give or grant any lien upon the Leased Premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and improvements thereon, and Lessee will discharge any such lien within thirty (30) days after notice of filing thereof. Notice is hereby given by City to all persons that no lien attaches to any such improvements.

5.6 Upon the completion of construction or installation, the complete and unencumbered title to all improvements located on the Leased Premises shall immediately vest in City free and clear of all claims on the part of the Lessee on account of any repair or improvement work done or to be done under the terms hereof by Lessee. This vesting of title in the City at the time specified is a part of the consideration for this lease. The City shall not be liable to Lessee or Lessee's contractors or sub lessees for the value of any improvements constructed or located on the Leased Premises.

ARTICLE 6 - ADDITIONAL OBLIGATIONS OF LESSEE

6.1 Lessee shall conduct its operations hereunder in an orderly and proper manner.

6.2 Further, Lessee shall take all reasonable measures:

6.2.1 Not to produce on the Airport any disturbance that interferes with the operation by the City, the Federal Aviation Administration, or the Oklahoma Aeronautics Commission of air navigational, communication or flight equipment on the Airport.

6.2.3 Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon objection from City concerning the conduct, demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.

6.2.4 Lessee shall comply with all health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises and the improvements thereon and its operations at the Airport hereunder.

6.2.5 Lessee shall comply with all written instructions of the City in disposing of its trash and refuse at Lessee's expense, and shall use a system of refuse disposal approved by the City. The manner of handling and disposing of trash, garbage and other refuse and the frequency of removal thereof from the Airport premises shall at all times be subject to the rules, regulations and approval of City.

6.2.6 Lessee shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste or injury on the Leased Premises.

6.2.7 Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.

6.2.8 Lessee shall take measures to insure security in compliance with Federal Air Regulations and the Airport Security Plan.

6.2.9 Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.

6.2.10 Lessee shall use only a working supply of flammable liquids within any covered or enclosed portion of the Leased Premises. Any other supplies of such liquids shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories. The term "working supply" as used in this Section 6.10 shall mean the amount consumed by Lessee during any normal work day.

6.2.11 Except for services permitted under Article 3 hereof to be performed by Lessee or Lessee's subcontractors, Lessee shall provide prompt written notice to the City of any person, firm or corporation performing aircraft maintenance work, flight instruction of any sort, air taxi, aircraft charter or aircraft leasing of any sort on the Leased Premises for commercial purposes without a valid permit from the City.

ARTICLE 7 - INGRESS AND EGRESS

7.1 The Lessee shall have the right of ingress and egress to and from the Leased Premises by means of roadways, to be used in common with others having rites of passage thereon, except when the Airport is closed to the public.

7.2 The use of any such roadway shall be subject to the Rules and Regulations of the Airport which are now in effect or which may hereafter be promulgated. City may, at any time, temporarily or permanently, close or consent to or request the closing of, any such roadway and any other way at, in or near the Leased Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to the Lessee. The Lessee hereby releases and discharges the City, its officers, employees and agents; and all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that a reasonable means of access to the Leased Premises remains available to the Lessee whether within the Leased Premises or outside the Leased Premises at the Airport unless otherwise mandated by safety considerations or lawful exercise of the police power. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways near the Leased Premises.

ARTICLE 8 - LIABILITIES AND INDEMNITIES

8.1 City shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any operations works, acts or omissions performed on the Leased Premises, or the Airport, by Lessee, its sub lessees or tenants, or their guest or invitees.

8.2 Lessee agrees to indemnify, save and hold harmless, the City, (its officers, agents, servants and employees) of and from any and all costs, liability, damage and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including City personnel and City property, directly

or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sub lessees or tenants. Provided, however, that upon the filing with the City by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the City harmless, the City shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and behalf of the City. It is specifically agreed, however, that the City at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal.

8.3 In addition to Lessee's undertaking, as stated in this Article, and as a means of further protecting the City, its officers, agents, servants and employees, Lessee shall at all times during the term of this Agreement obtain and maintain in effect Public Liability Insurance coverage as set forth in Schedule A attached hereto and made a part hereof. In this connection, Lessee agrees to require its contractors doing work on the Airport, and Lessee's tenants and sub lessees, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insured.

8.3.1 The City reserves the right to increase the minimum liability insurance set forth in Schedule A when in the City's opinion the risks attendant to Lessee's operations hereunder have increased.

8.4 The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in anywise connected with this Agreement. The Lessee agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this Agreement.

8.5 The Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the City of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission of the Lessee.

ARTICLE 9 - RULES AND REGULATIONS

9.1 From time to time the City may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport. Lessee agrees to observe and obey any and all

rules and regulations, minimum standards, and all other Federal, State and municipal rules, regulations and laws and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws. Lessee hereby acknowledges receipt of a current copy of such City rules and regulations.

ARTICLE 10 - SIGNS

10.1 Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the written approval of the City. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or their traffic or which fails to conform to the architectural scheme of the Airport or meet the requirements of the City.

ARTICLE 11 - ASSIGNMENT AND SUBLEASE

11.1 Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the City.

11.2 Any assignment or transfer of this Agreement, or any rights of Lessee hereunder, without the consent of the City, shall entitle the City at its option to forthwith cancel this Agreement.

11.3 Any assignment of this Agreement approved and ratified by the City shall be on the condition that the assignee accepts and agrees to all of the terms, conditions and provisions of this Agreement, and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including but not limited to the payment of all sums due and to become due by Lessee under the terms hereof.

11.4 Subject to all of the terms and provisions hereof, Lessee may, with the prior written consent of the City, sublet a portion or portions of the Leased Premises to a person, partnership, firm or corporation engaged in a business that is in the opinion of the City compatible with Lessee's authorized Airport business, but in no event shall the Lessee sublet all or any portion of the Leased Premises to a fixed base operator.

11.5 No consent by the City to subleasing by Lessee of portions of the Leased Premises shall in any way relieve Lessee of any of its obligations to the City set forth or arising from this lease and a termination of Lessee's rights hereunder shall ipso facto terminate all subleases.

11.6 No consent to subleasing by the Lessee to a person, corporation or partnership conducting any business for profit derived from activities at the Airport shall be granted by the City without a duly executed permit agreement between the City and the sub lessee.

11.7 If the Lessee assigns, sells, conveys, transfers, mortgages, or pledges this agreement or sublets any portion of the Leased Premises in violation of the foregoing provisions of this Article, or if the Leased Premises are occupied by anyone other than the Lessee, City may collect from any assignee, sub lessee or anyone who claims a right to this Agreement or who occupies the Leased Premises any charges or fees payable by it and may apply the net amount collected to the rents herein reserved; and no such collection shall be deemed a waiver by City of the agreements contained in this Article nor of acceptance by City of any assignee, claimant or occupant, nor as a release of the Lessee by City from the further performance by the Lessee of the agreements contained herein.

ARTICLE 12 - NON-DISCRIMINATION

12.1 The Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, and Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

12.2 The Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

12.3 In this connection, the City reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by City to cease and desist, will constitute a material breach of this Agreement and will entitle the City, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.

12.4 The Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such covenant.

12.5 The Lessee shall indemnify and hold harmless City from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse City for any loss or expense incurred by reason of such noncompliance.

ARTICLE 13 - GOVERNMENTAL REQUIREMENTS

13.1 The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations there at and provide a copy to airport manager.

13.2 The Lessee shall pay all taxes, licenses, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder or on the gross receipts or income to Lessee there from, and shall make all applications, reports and returns required in connection therewith.

13.3 Lessee shall have the right, at its cost and expense, to undertake appropriate action to exempt all or any part of the Leased Premises from real estate taxes imposed upon the Leased Premises, or to secure a reduction in real estate taxes as assessed. Any such real estate taxes shall be apportioned as of the dates of commencement and termination of the lease. If any real estate taxes as may be assessed against the Leased Premises are reduced or eliminated, Lessee shall be entitled to full benefit thereof, including any refund payable to Lessee resulting there from.

ARTICLE 14 - RIGHTS OF ENTRY RESERVED

14.1 The City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes, provided, such action by the City, its officers, employees, agents,

representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.

14.2 Without limiting the generality of the foregoing, the City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of the City, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair alteration or new construction, the City, shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the City shall not impose or be construed to impose upon the City any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.

14.3 In the event that any personal property of Lessee shall obstruct the access of the City, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from City or said utility company to do so, the City or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result there from, except for claims for damages arising from the City's sole negligence.

14.4 At any reasonable time, and from time to time during the ordinary business hours, the City, by its officers, agents and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.

14.5 Exercise of any or all of the foregoing rights, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

ARTICLE 15 - ADDITIONAL RENTS AND CHARGES

15.1 Except as provided in Section 5.3 (b), in the event Lessee fails within thirty (30) days after receipt of written notice from City to perform or commence to perform any obligation required herein to be performed by Lessee, City may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to the City upon demand such charge in addition to other amounts payable by Lessee hereunder. Provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or employees or property of the City or other tenants of the Airport, and City so states in its notice to Lessee, the City may perform such obligation of Lessee at any time after the giving of such notice, and charge to the Lessee the reasonable cost and expense thereof which Lessee shall pay upon demand.

15.2 If the City elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the City as a result of such failure neglect or refusal of Lessee, including interest, not to exceed ten percent (10%) per annum, together with all costs, damages and penalties. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the City in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

ARTICLE 16 - DEFAULT

16.1 In the event Lessee breaches any term or provision of this Lease, including the obligation to pay rent as and when due, the City shall have the right to terminate this lease upon giving Lessee ten (10) days' notice to cure such default (except as otherwise provided in Section 5.3 above). If Lessee shall not have cured its default within said ten (10) day period to the satisfaction of the City, then the City may declare this Lease and Lessee's right of occupancy to be terminated, and Lessee shall at once quit the Premises, taking only such personality or fixtures as the City may authorize to be removed. The foregoing rights and remedies given to City are and shall be deemed to be cumulative and shall be deemed to be given to City in addition to any other and further rights granted to City herein or by law. The failure by the City at any time to exercise any right or remedy hereby given to it shall not be deemed to operate as a waiver by it of its right to exercise such rights or remedies at any other or future time.

ARTICLE 17 - TERMINATION BY LESSEE

17.1 In addition to any other right of cancellation herein given to Lessee, or any other rights to which it may be entitled by law, equity or otherwise, as long as Lessee is not in default in payment to City of any amounts due City under this Agreement, Lessee may cancel this Agreement and thereby terminate all of its rights and accrued obligations hereunder, by giving City thirty (30) days' advance written notice upon or after the happening of the following events:

17.1.1 issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's business operations on the Airport, and which injunction remains in force for a period of at least thirty (30) days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or

17.1.2 The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as substantially to restrict Lessee from operating its authorized Airport business for a continuous period of at least ninety (90) days.

ARTICLE 18 - SURRENDER AND RIGHT OF RE-ENTRY

18.1 Upon the cancellation, termination, or expiration of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the City in the same condition as they are at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee; save and except, (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, (b) obsolescence in spite of repair, and (c) damage to or destruction of the leasehold improvements for which insurance proceeds are received by the City. Upon such cancellation, termination, or expiration the City will re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement. Furthermore, upon such cancellation, termination, or expiration, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation, termination, or expiration, and for which period Lessee will pay to the City current lease rentals), or during the term of this Agreement, if Lessee is not in default in rentals or any other charges or obligations due the City, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved, and provided, further, that Lessee repairs all damages that might be

occasioned by such removal, and restores the building and site to the condition above required. Upon the reversion of the Leased Premises to the City the Lessee shall have first right of refusal to enter into an agreement to rent the Premises from the City at an agreed upon rate. The rental rate shall be determined by similarly valued City owned facilities and not the ground lease rate.

ARTICLE 19 - SERVICES TO LESSEE

19.1 City covenants and agrees that during the term of this Agreement it will operate the Airport as such for the use and benefit of the public provided, however, that the City may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The City further agrees to use its best efforts to maintain the runways and taxiways in good repair. City agrees to keep in good repair hard- surfaced public roads for access to the Leased Premises. City also agrees to maintain its water and sanitary sewer facilities in areas designated for utilities or easements adjacent to the Leased Premises for access thereto by Lessee in accordance with City Ordinances governing same.

19.2 Lessee will contract with and obtain all required permits from the appropriate City Departments for any utility services provided by City, paying any required connection fees, including those to be paid by owners, and all such services will be provided at rates and on terms and conditions established by the City for similar users in the City.

19.3 Lessee will also contract with the furnishers of all other utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, telephone, and burglary and fire protection services furnished to the Leased Premises.

ARTICLE 20 - SURVIVAL OF THE OBLIGATIONS OF THE LESSEE

20.1 In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided in Article 16 hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to City to the same extent, at the same time or times , and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. City may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Agreement.

20.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations shall be the sum of the following:

20.2.1 the amount of the total of all installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month;

20.2.2 An amount equal to all expenses incurred by City in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to attorney's fees), putting the Leased Premises in order, maintenance and brokerage fees.

ARTICLE 21 - USE SUBSEQUENT TO CANCELLATION OR TERMINATION

21.1 The City, upon termination or cancellation pursuant to Article 16 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement.

21.2 City shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder, provided, that any structural changes shall not be at Lessee's expense.

21.3 In the event either of use by others or of any actual use and occupancy by City, there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same if originally stated in this Agreement, or from the market value of the occupancy of such portion of the Leased Premises as City may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by City in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of City hereunder. City will use its best efforts to minimize damages to Lessee under this Article.

ARTICLE 22 - LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

22.1 Except the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Agreement and no greater rights or

privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

ARTICLE 23 - NOTICES

23.1 All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is deposited in the United States Mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To City: Airport Manager
P.O. BOX. 548
10 Waldron Rd
Airport Authority
Oklahoma, 74701

To Lessee:

23.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

ARTICLE 24 - HOLDING OVER

24.1 No holding over by Lessee after the termination of this lease shall operate to extend or renew this lease for any further term whatsoever; but Lessee will by such holding over become the tenant at will of City and after written notice by City to vacate such premises, continued occupancy thereof by Lessee shall constitute Lessee a trespasser.

24.2 Any holding over by Lessee beyond the thirty (30) day period permitted for removal of fixtures without the written consent of the City shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the lease.

24.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee, or any of Lessee's sub lessees or tenants occupy the Leased Premises or any part thereof.

ARTICLE 25 - INVALID PROVISIONS

25.1 The invalidity of any provisions, articles, paragraphs, portions, or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable Agreement.

ARTICLE 26 - MISCELLANEOUS PROVISIONS Remedies to be Nonexclusive.

26.1 All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Non-Waiver of Rights.

26.2 The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall other party be relieved thereby from its obligations under the terms hereof.

Force Majeure.

26.3 Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.

Non-Liability of Individuals.

26.4 No director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of a supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same.

Quiet Enjoyment.

26.5 The City covenants that as long as Lessee is not in default of any provision of this Agreement, Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises exclusively to it during the term hereof unless sooner canceled as provided in this Agreement.

General Provisions.

26.6 Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Agreement.

26.7 This Agreement shall be performable and enforceable in Shawnee, Oklahoma and shall be construed in accordance with the laws of the State of Oklahoma.

26.8 This Agreement is made for the sole and exclusive benefit of the City and Lessee, their successors and assigns, and is not made for the benefit of any third party.

26.9 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

26.10 All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

26.11 The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

26.12 Nothing herein contained shall create or be construed to creating a co partnership between the City and the Lessee or to constitute the Lessee an agent of the City. The City and the Lessee each expressly disclaim the existence of such a relationship between them.

ARTICLE 27 - SUBORDINATION CLAUSES

27.1 This Agreement is subject and subordinate to the following:

27.1.1 City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.

27.1.2 City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

27.1.3 This Agreement is and shall be subordinate to the provisions of existing and future agreements between City and the United States or State of Oklahoma relative to the operation or maintenance of the Airport, the execution

of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal or State funds for the benefit of the Airport.

27.1.4 During the time of war or national emergency, City shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be determined by the City in proportion to the degree of interference with Lessee's use of the Leased Premises.

27.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder noting contained in this Agreement shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights where subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

ARTICLE 28 - ENTIRE AGREEMENT

28.1 The Agreement consists of Articles 1 to 28, inclusive, and Schedule A.

28.2 It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the City and the Lessee. The parties agree that no representations or warranties shall be binding upon the City or the Lessee unless expressed in writing in this Agreement of Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

LESSOR:

DURANT AIRPORT AUTHORITY
A TRUST FOR THE CITY OF DURANT, OKLAHOMA

By: _____

TRUSTEE CHAIR



ATTEST:

CITY CLERK

By: _____

AIRPORT MANAGER:

By: _____

LESSEE:

By: _____

ATTEST:

SCHEDULE "A"

INSURANCE COVERAGE

The Lessee, at Lessee's expense, shall obtain and maintain in continuous effect during the term of this Lease Agreement, insurance policies issued by an insurance carrier licensed to do business in the State of Oklahoma, providing for:

1. Comprehensive General Liability - having a minimum of \$1 Million / 3 Million in the aggregate for any one accident, and property damage with the following coverage:

- A. broad form contractual liability
- B. premises and operations
- C. Fire coverage

The Lessee shall provide the City with a Certificate of Insurance indicating proof of the foregoing coverage. Such certificate shall provide that the carrier issuing the certificate shall notify the City within ten (10) days in advance of any cancellation or significant change in the terms or coverage of such insurance policies.

The failure of the Lessee to obtain and maintain such insurance coverage shall not relieve the Lessee from any liability arising from this Lease Agreement nor shall any such liability be limited to the liability insurance coverage provided for herein.



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: James Dalton, Assistant City Manager
Re: Consider Award of Bid for Repair and Replacement of the Airport Taxiway Lighting System

Consider Award of Bid for Repair and Replacement of the Airport Taxiway Lighting System that was Damaged By Lightning in April

Council Information / Action Requested

Council to Approve by Consent Award of Bid for Repair and Replacement of the Airport Taxiway Lighting System that was Damaged By Lightning in April.

City Staff Information / Action Follow-up, if Council authorizes this action:

Staff Will Notify the Airport Consultant, KSA, and the Contractor of the Award of Bid and Complete the Necessary Documentation to Begin the Project

ATTACHMENTS:

1. Airport - Airport Taxiway Lighting OMAG Insurance Amount
2. Airport - Taxiway Light Repair PO - KSA C-2022-25
3. Airport - Taxiway Lighting - Agreement - Standard Form
4. Airport - Taxiway Lighting - Bond - Construction Payment
5. Airport - Taxiway Lighting - Bond - Construction Performance
6. Airport - Taxiway Lighting - Bond - Maintenance
7. Airport - Taxiway Lighting - KSA Task Order #101061 - Engineering Services - Taxiway Lighting Replacement from Lightning Strike - Signed Contract #C-
8. Airport - Taxiway Lighting - OMAG Lightning Affidavit Signed
9. Airport - Taxiway Lighting Bid - EPS
10. Airport - Taxiway Lighting Bid - LIBRA ELECTRIC
11. Airport - Taxiway Lighting Bid - TGE
12. Airport - Taxiway Lighting Bid - WISE ELECTRIC
13. Airport - Taxiway Lighting Bid sign in - 7.14.22
14. Airport - Taxiway Lighting Bid Tab (initial)- 7.14.22
15. Airport - Taxiway Lighting Repair - Bid Specs
16. Airport - Taxiway Lighting Repair - Estimate for OMAG - Libra
17. Airport - Taxiway Lighting Repair Bid Tab (101061) 07-15-22
18. Airport - Taxiway Lighting Replacement - KSA Scope and Fee
19. Airport - Taxiway Lighting Repair Recommendation Letter 101061_20220715 - Wise



Property Schedule

Plan Period: 1/1/2022 to 1/1/2023
Policy Number: PRO140023806
Agent: OMAG

City of Durant

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
002 007	10 Waldron Road	12,000 Gallon Jet Fuel Tank	No			1999	Water Tower Steel	\$2,500	\$116,788	\$20,237	\$152.00
002 008	10 Waldron Road	Runway End Identifier Lights (Reils)	No				Prop in Open	\$2,500	\$45,663	\$	\$85.00
002 009	10 Waldron Road	Proper Approach Positioning Indicator Lights (Papi'S)	No				Prop in Open	\$2,500	\$16,947	\$	\$32.00
002 010	10 Waldron Road	Beacon Light	No				Prop in Open	\$2,500	\$18,907	\$	\$35.00
002 011	10 Waldron Road	Electrical Building @ Airport	No				NC 1070	\$2,500	\$57,840	\$	\$102.00
002 012	10 Waldron Road	Lighted Wind Cone	No				Elec Subst.	\$2,500	\$6,958	\$	\$8.00
002 013	10 Waldron Road	Led Taxiway Lighting	No				Prop in Open	\$2,500	\$303,791	\$	\$563.00



CITY OF DURANT
P.O. Box 578
Durant, OK 74702-0578

PURCHASE ORDER

PO Number: 2278142

Date: 05/11/2022

Requisition #: 2201603

Vendor #: 005965

ISSUED TO: KSA ENGINEERS, INC.
140 E TYLER STREET
SUITE 600
LONGVIEW, TX 75601

SHIP TO: EAKER FIELD AIRPORT
10 WALDRON DRIVE
DURANT, OK 74701

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 TAXIWAY LIGHTING REPLACEMENT REPLACEMENT FROM LIGHTENING STRIKE CONTRACT # C-2022-25 ENGINEERING EXPENSE	206-065-550-5660		0.00	48,090.00

Authorized by: _____

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS THEREFORE APPROVED FOR CONSIDERATION FOR PAYMENT BY THE GOVERNING BOARD.

SUBTOTAL:	48,090.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	48,090.00

THIS PURCHASE ORDER IS APPROVED FOR
PAYMENT IN THE AMOUNT INDICATED ABOVE.

STANDARD FORM OF AGREEMENT

STATE OF OKLAHOMA §
CITY OF DURANT §

THIS AGREEMENT, made and entered into this _____ day of August 2022, by and between the CITY OF DURANT, acting through the Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Ryan Wise of Wise Electric Company, and the State of Oklahoma, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond having even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Durant Regional Airport – Taxiway Electrical Improvements

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Bidders, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by KSA Engineers, Inc. hereinafter entitled ENGINEER, together with the CONTRACTOR's written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

THE CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within 30 calendar day for the entire project after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the Contractor in current funds two hundred and thirty eight thousand, two hundred and fifty dollars and zero cents (\$ 238,250.00), such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

CITY OF DURANT
OWNER, Party of the First Part

By: _____

CONTRACTOR, Party of the Second Part

By: Ryan Wise

STATE OF OKLAHOMA §
CITY OF DURANT §

BEFORE ME, the undersigned, a Notary Public in and for said City and State, on this day personally appeared Ryan Wise, CONTRACTOR, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said _____ and that executed the same as the act of such _____ for the purposes and consideration therein expressed, and in the capacity herein stated.

GIVEN UNDER, my hand and seal of office this the _____ day of _____, A.D., 20____.

Notary Public in and for

County State

My Commission Expires: _____

STATE OF OKLAHOMA §
CITY OF DURANT §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, OWNER, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said _____ and that executed the same as the act of such City for the purposes and consideration therein expressed, and in the capacity herein stated.

GIVEN UNDER, my hand and seal of office this the _____ day of _____, A.D., 20____.

Notary Public in and for

City State

My Commission Expires: _____

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)

SURETY (Name and Principal Place of Business):

Wise Electric Company

PO Box 1081

Owasso, OK 74055

OWNER (Name and Address):

City of Durant

300 West Evergreen

(PO Box 578)

Durant, OK 74702

CONSTRUCTION CONTRACT

Date:

August 9, 2022

Amount:

\$ 238,250.00

Description (Name and Location):

Taxiway Electrical Improvements
Durant Regional Airport, Durant, OK

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corp. Seal)

Company:

(Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corp. Seal)

Company:

(Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the American Specialty Contractors.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - a. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - b. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and set a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - a. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - b. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)

SURETY (Name and Principal Place of Business):

Wise Electric Company

PO Box 1081

Owasso, OK 74055

OWNER (Name and Address):

City of Durant

300 West Evergreen

(PO Box 578)

Durant, OK 74702

CONSTRUCTION CONTRACT

Date:

August 9, 2022

Amount:

\$ 238,250.00

Description (Name and Location):

Taxiway Electrical Improvements
Durant Regional Airport, Durant, OK

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corp. Seal)

Company:

(Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corp. Seal)

Company:

(Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - a. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - b. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - a. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - b. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a Contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - d. Waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default of this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then

the responsibilities of the Surety to the Owner shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
- 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

MAINTENANCE BOND

STATE OF OKLAHOMA §
CITY OF DURANT §

KNOW ALL MEN BY THESE PRESENTS: That Wise Electric Company and Ryan Wise,
President as Principal, hereinafter called Contractor, and _____
, as Sureties, are held and firmly bound unto the City of Durant as Obligee, hereinafter called Owner, in the
amount of two hundred and thirty eight thousand, two hundred and fifty dollars and zero cents (\$
238,250.00), for the payment whereof Contractor and Sureties bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has completed the construction of Taxiway Electrical
Improvements for the City of Durant in accordance with the drawings and specifications submitted to
the City of Durant, Oklahoma and;

WHEREAS, the contractor hereby covenants and agrees that he will maintain and keep in repair
such improvements from any defects resulting from improper installation thereof or material defects, for a
period of one (1) year, commencing on the date of issuance of the Certificate of Completion for construction
of said project.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Contractor
shall promptly and faithfully perform as hereinabove provided, then this obligation shall be null and void,
otherwise, it shall remain in full force and effect.

WHENEVER the Contractor shall be and declared by the Owner to be in default under aforesaid
agreement to maintain and keep in repair, the Sureties shall promptly remedy the default or be responsible
to the Owners for having performed Contractor's obligation thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this _____ day of _____, 20 _____ .

By _____

By _____

Title_____

Title_____

Address_____

Address_____

The name and address of the Resident Agent of Surety is:

Intentionally Left Blank

TASK ORDER FORM

This is Task Order No. 101061,
consisting of 6 pages,
dated 5/11/2022.

KSA Project Number: 101061

Owner Project (or Purchase Order) Number:

Project Name: Durant Regional Airport Taxiway Lighting Replacement

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated April 13, 2021 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Owner: Durant Airport Authority
- B. Title: Durant Regional Airport Taxiway Lighting Replacement
- C. Description: Design, bidding and construction services for the replacement of the taxiway lighting circuit at the Durant Regional Airport.
- D. Number of Construction Contracts: 1

2. Services of Engineer

- A. Provide the services in Exhibit A – Schedule of Engineer's Services as outlined below:
 - a. *Study and Report Phase:*
Not Included.
 - b. *Preliminary Design Phase:*
Not Included
 - c. *Final Design Phase:*
Engineer shall provide the services outlined in Paragraph A1.03 of the Agreement.
 - d. *Bidding or Negotiating Phase:*
Engineer shall provide the services outlined in Paragraph A1.04 of the Agreement.
 - e. *Construction Phase:*
Engineer shall provide the services outlined in Paragraph A1.05 of the Agreement.
 - f. *Commissioning Phase (or Operational Phase):*
Not included.

- B. Additional Services of ENGINEER: As noted below, the ENGINEER is hereby authorized to perform the following additional services as outlined in Exhibit A – Paragraphs 2.01 and 2.02:

Included	Excluded		
☐	☐	a.	Design Survey
☐	☐	b.	Grant or Loan Application
☐	☐	c.	Storm Water Pollution Prevention Plan
☐	☐	d.	Environmental Assessment
☐	☐	e.	Environmental Information Document
☐	☐	f.	Resident Project Representative Services
☐	☐	g.	Construction Survey (Baselines and Benchmarks)
☐	☐	h.	Geotechnical Investigation
☐	☐	i.	Materials Testing
☐	☐	j.	Analytical Testing
☐	☐	k.	Reimbursable Expenses (Mileage, Printing, Postage & etc.)
☐	☐	l.	Easement or Boundary Surveys
☐	☐	m.	Easement or Boundary Descriptions
☐	☐	n.	Land Acquisition Services
☐	☐	o.	TxDOT Utility Installation Request Applications
☐	☐	p.	Operation and Maintenance Manual
☐	☐	q.	Other:
☐	☐	r.	Other:
☐	☐	s.	Other:
☐	☐	t.	Other:
☐	☐	u.	Other:
☐	☐	v.	Other:
☐	☐	w.	Other:

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, except as modified by this Task Order.

4. Times for Rendering Services

Item	Calendar Days From Notice to Proceed
Notice to Proceed from Owner to KSA	0
Complete Final Design Phase	30
Submit Plans & Specs for Review by Owner/Reviewing Agency	30
Approval of Plans & Specs by Owner	37
Advertise for Bids (minimum 2 notices)	45
Pre-Bid Conference	60
Open Bids	70
Award Bid	80
Execute Construction Contract	90
Pre-Construction Conference; Issue Notice to Proceed	100
Start Construction Phase	160
Complete Construction Phase	190

Note:

Should review times exceed those identified above, the project schedule will be extended accordingly.

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

Work Task	Study & Report Phase	Preliminary Design Phase	Final Design Phase	Bidding Phase	Construction Phase (See Note Two)	Commissioning Phase	Total	Payment Method (See Note 1)
Basic Services			\$21,980.00	\$5,530.00	\$20,580.00		\$48,090.00	Lump Sum
Subtotal	\$0.00	\$0.00	\$21,980.00	\$5,530.00	\$20,580.00	\$0.00	\$48,090.00	

								Hourly Rate and Reimbursable Expenses
Subtotal								
Total	\$0.00	\$0.00	\$21,980.00	\$5,530.00	\$20,580.00	\$0.00	\$48,090.00	

Notes:

¹ Payment Method: Fees shown for services to be provided on the basis of Hourly Rates and Reimbursable Expenses as shown in Par. 6 of this Task Order are estimated only and are not considered lump sum or not-to-exceed values.

² Construction Phase Basic Service assumes a construction period of 30 consecutive calendar days. ENGINEER's work on this phase beyond the construction period will be billed at hourly rates.

6. Hourly Rates and Reimbursable Expenses Schedule

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

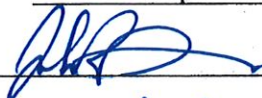
Principal	\$285.00/hour
Senior Environmental Planner	\$220.00/hour
Environmental Planner	\$175.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$180.00/hour
Electrical Engineer	\$180.00/hour
Electrical Design Engineer	\$150.00/hour
Mechanical Engineer	\$185.00/hour
Senior Project Manager	\$215.00/hour
Project Manager	\$190.00/hour
Senior Project Engineer	\$180.00/hour
Project Engineer	\$155.00/hour
Senior Design Engineer	\$145.00/hour
Design Engineer	\$125.00/hour
Senior Project Architect	\$220.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
GIS Specialist	\$185.00/hour
Senior Engineering Technician	\$200.00/hour
Engineering Technician	\$105.00/hour
Senior Design Technician	\$125.00/hour
Design Technician	\$ 90.00/hour
Project Assistant	\$115.00/hour
Senior CAD Technician	\$ 95.00/hour
CAD Technician	\$ 85.00/hour
Senior Project Representative	\$110.00/hour
Senior Project Representative - After Hours	\$130.00/hour
Project Representative	\$100.00/hour
Project Representative - After Hours	\$120.00/hour
Graphic Designer	\$ 75.00/hour
Grant Administrator	\$130.00/hour
Administrative Assistant	\$ 90.00/hour
Secretary	\$ 60.00/hour
Three-Man Survey Crew	\$200.00/hour
Two-Man Survey Crew	\$155.00/hour
Senior Registered Surveyor	\$180.00/hour
Registered Surveyor	\$140.00/hour
Senior Survey Technician	\$110.00/hour
Survey Technician	\$ 95.00/hour
Mileage	\$ 0.56/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

7. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is 5/11/22.

OWNER: Durant Airport Authority

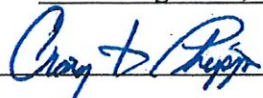
By: 

Name: John R. Dean Jr.

Title: City Manager

Date Signed: 5/10/22

ENGINEER: KSA Engineers, Inc.

By: 

Name: Craig H. Phipps

Title: Aviation Practice Director

Date Signed: 05/10/2022

Engineer License or Firm's
Certificate No. F-1356

State of: Texas

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: James Dalton

Title: Assistant City Manager

Address: PO Box 578
Durant, OK 74702

E-Mail Address: jdalton@durant.org

Phone: 580.920.5351

Fax: _____

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Adam Marsh

Title: Senior Project Manager

Address: 2720 Washington Drive
Suite 120
Norman, OK 73069

E-Mail Address: amarsh@ksaeng.com

Phone: 405.548.1279

Fax: 888.224.9418

AFFIDAVIT – LIGHTNING / POWER SURGE

Date 4/29/2022

TO WHOM IT MAY CONCERN:

I inspected / repaired (Item damaged) Taxiway Lighting at the Eaker Field Airport in Durant, OK

Model No. TW L-861T Blue and 6.6a Transformers Serial No. N/A Year Model N/A

Date of Purchase 2019? Purchase Price N/A Size N/A

Place Purchased Unknown

Owned by (Name of Insured) City of Durant

Address 10 Waldron Dr, Durant, OK 74701

Date of Loss 4/28/2022 Time of Loss Early Morning

Is / Are damaged item(s) available for inspection? Yes If yes, where? Throughout the entire
length of the Taxiway within the Airfield side of the Airport

If not, why not? _____

This damage was solely due to lightning / power surge and no other cause whatever because

The Lightning Strike has a visible area and all of the 6.6a LED Transformers for the Taxiway
Lights are melted and not functional anymore

Repairer's Name: Phillip Freeman

Firm Name: Libra Electric Co

Firm Address: 4634 Enterprise Dr,

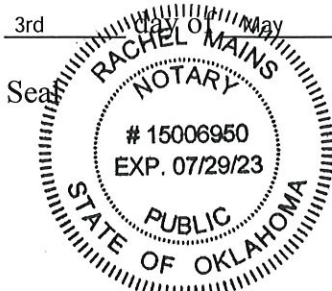
Oklahoma City, OK 73128

County of OKLAHOMA

State of OKLAHOMA

Acknowledged before me by the above named Phillip Freeman

on this 3rd May, 2022.



Notary Public

A large, stylized handwritten signature in blue ink, likely belonging to the Notary Public, Rachel Mains.



P.O. Box 839, Lone Grove, OK 73443

TAXIWAY E
DURANT PI
DURANT RI
DURANT, O

RECEIVED

JUL / 4 2022

1249pm
TIME

CITY
OF DURANT

SR
INITIALS

THIS DATE
IS ACTUALLY
July 14 - Bp

PROPOSAL

Place: Durant, Oklahoma

Date: 7/14/2022

Proposal of _____

A Corporation organized and existing under the laws of the State of _____

OR

Proposal of Electric Power Solutions, LLC

A partnership consisting of Cliff Anderson 49% Owner

and Doretta Anderson 51% Owner

OR

Proposal of _____

An individual trading as _____

and _____

To: City of Durant
City Clerk
300 West Evergreen
(PO Box 758)
Durant, OK 74702

The undersigned Bidder, having visited the site and examined the Plans, Specifications, and other Contract Documents, including the Addenda and being familiar with the conditions relating to the proposed project, hereby proposed to furnish all tools, appliances, equipment, and specified materials and perform all necessary labor for Durant Regional Airport – Taxiway Electrical Improvements in strict accordance with the Plans, Specifications and other Contract Documents at and for the unit prices proposed herein.

The undersigned Bidder, having read the Advertisement for Bids, understands that sealed Proposals will be received at City Clerk, at City Hall, 300 West Evergreen, (PO Box 578), Durant, Oklahoma 74702.

The Undersigned Bidder, in compliance with the Bid Advertisement hereby proposes to do the work called for in said Specifications and other Contract Documents and shown on the Plans for the said work at the following rate and prices:

BID NO.	SPEC NO.	QUAN.	UNIT	DESCRIPTION (with unit price in words)	UNIT PRICE	TOTAL PRICE
---------	----------	-------	------	---	------------	-------------

1.01	C-105	1	LS Mobilization
------	-------	---	-----------------

BID SUMMARY	
	Subtotal
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable	\$ 256,200.00
TOTAL:	\$ 256,200.00

	Subtotal	
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable	\$	256,200.00

TOTAL: \$ 256,200.00

1. The Owner reserves the right to reject all bids.
2. This is a unit price bid. The quantities shown are estimates. Payment will only be made for those quantities of work constructed and accepted as meeting the plans and specification requirements.
3. Bidders must bid on all Bid Schedules. The Owner reserves the right to accept any one individual Bid Schedule, all Bid Schedules, or any combination of the Bid Schedules to closely match available funding. Funding availability will be considered in selecting the Bid Schedules to be awarded.

All extensions of the unit prices will be subject to verification by the Owner. In case of discrepancy between a unit price and its extension, the unit price will be considered to be the bid.

The Owner reserves the right to award any Bid Schedule or combination of Bid Schedules, therefore the Contractor must submit a bid for all Bid Schedules and associated Additive Alternates. Additive Alternate Bids will only be awarded if the corresponding schedule is awarded. The Owner reserves the right to select such bid schedule and alternate bids that, in its opinion, serve the best interest of the Owner.

Accompanying this Proposal is a (Certified Check/Bid Bond) in an amount not less than five percent (5%) of the total amount of bid, which it is agreed, shall be retained as liquidated damages by the City of Durant if the undersigned fails to execute the Contract and furnish bond as specified within ten (10) days after formal notification of award to the undersigned.

The undersigned agrees to begin work within ten (10) days after the work order is issued and complete the work within the following time schedule:

30 calendar days

Should the Contractor fail to fully complete the work within the above stated time, they shall pay the City of Durant, Oklahoma, as fixed, agreed and liquidated damages, and not as a penalty, the sum specified in subparagraph TIME FOR COMPLETION AND LIQUIDATED DAMAGES of section SPECIAL CONDITIONS of this specification, for each working day of delay until the work is completed or accepted, and the additional time is only to be allowed for delays as stipulated in the Contract Documents. Liquidated damages shall also be assessed at the same rate as specified in subparagraph TIME FOR COMPLETION AND LIQUIDATED DAMAGES of section SPECIAL CONDITIONS of this specification for phased construction as required by the plans.

The undersigned Bidder agrees that this bid may not be withdrawn for a period of one hundred twenty (120) days after the opening thereof.

Previous Contracts. Section 60-1.7 (b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee in Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor that participated in a previous contract subject to Executive Order 10925, 11114, or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

Bid or Proposal Form. To effectuate the foregoing requirements the sponsor is required to include in the bid or proposal form a statement of substantially as follows:

The Bidder (proposer) shall complete the following statement by checking the appropriate space.

The Bidder (proposer) has X has not participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (proposer)) has X has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Standard Form 100 is normally furnished to contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the Joint Reporting Committee, 1800 G Street, Washington, DC 20506.

Bidder shall provide the attached Contractor Debarment Review Certification with the sealed bid proposal.

System for Award Management (SAM) registration and a Unique Entity Identifier number is required for Prime contractors in order to be awarded contracts funded by the Federal Aviation Administration. Prior to bidding, vendors must obtain a 12-character alpha-numeric UEI number and complete SAM.gov registration through <https://sam.gov/content/entity-registration>. Proof of registration and UEI number must be provided in the bid submission.

BUY AMERICAN CERTIFICATE (JAN 1991)

By submitting a bid/proposal under this solicitation, except for those items listed by the offerer below or on a separate and clearly identified attachment to this bid/proposal, the offerer certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products or Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

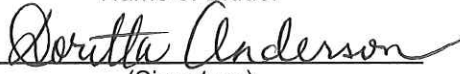
A list of articles, materials, and supplies excepted from this provision is included in the Appendix.



Witness
SEAL (If Bidder is a Corporation)

Electric Power Solutions, LLC

Name of Bidder

By 

(Signature)

Doretta Anderson, Owner

(Print Name and Title)

20582 US Hwy 70

(Address)

Wilson, OK 73463

(City, State and Zip Code)

580-657-2999

(Phone Number)

Submitted on July 14, 2022

The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Date

Addenda Number

Note: Sign in ink. Do not detach. All items listed in the Unit Price Schedule must be bid upon.

CITY OF DURANT, OK

CONTRACTOR DEBARMENT REVIEW CERTIFICATION (Must be submitted with SEALED bid)

City of Durant, OK	Airport Electrical	C-2022-25 Taxiway Lighting
<i>Owner</i>	<i>Project Type</i>	<i>Project Number</i>

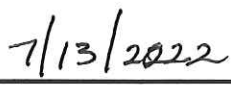
All _____ project prime contractors are required to have:

1. Current Unique Entity Identifier (UEI) number.
2. Proof of Current SAM.gov registration at <https://sam.gov/content/entity-registration>

This certification is required per 2 CFR § 180.300 regulations relating to Debarment and Suspension.

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective shall attach an explanation to this proposal.

Certified by:

Doretta Anderson	7/13/2022
<i>Name & Title (Please Print)</i>	<i>Date</i>
	
<i>Signature</i>	<i>Date</i>

UEI Number Pending	Electric Power Solutions, LLC, 20582 US Hwy 70, Wilson, OK 73463
<i>UEI Number</i>	<i>Company Name and Address</i>



July 13, 2022

City of Durant
300 West Evergreen
Durant, OK 74701

RE: UEI and SAM.gov registration

To Whom It May Concern:

The bid documents for the Durant Regional Airport requires proof of UEI and Sam.gov registration. Although I registered with Sam.gov a couple of years ago, I've never had to use it for any of the bids we have submitted for other projects.

Unbeknownst to me, the UEI number and Sam.gov registration is subject to annual renewal. Therefore, when I logged into my account today, the site prompted me to begin the registration renewal process. I found a mistake in the SAM.gov system for our legal business name, which was listed as "EPS Electric Power Solutions, LLC" instead of "Electric Power Solutions, LLC." So, I submitted a request for it to be corrected at the beginning of the renewal process. After submitting this incident, the website informed me the verification process could take up to 10 days. I called the Federal Service Desk (FSD) and spoke with the FSD representative, Alex, to inquire about my registration and confirm the time frame of the verification process. He told me it generally takes a minimum of 14 days to process these requests.

I explained my situation regarding the course of action I had taken and about the upcoming bid on Thursday, July 14th then asked if he could at least give me the UEI number and proof of registration. He was unable to find our original registration. He could only see the ticket # INC-GSAFSD6537336 inquiry I had initiated virtually to update the company name. He apologized and told me I would need to wait for the existing inquiry ticket to be completed then start the registration process over. He gave me ticket # INC-GSAFSD6535282 which gave a better description and reference number for the SAM.gov system for making these changes.

I understand this does not comply with your request for the UEI and SAM.gov registration. I will get all this situation resolved. Please accept this letter and website confirmation sheets as a substitute until I get this settled. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Doretta Anderson". The signature is fluid and cursive, with the first name "Doretta" being more prominent than the last name "Anderson".

Doretta Anderson



Issue Type
EVS - Inquiry

Subject
**Entity needs update
- name**

Search History

Your entity search history below will be provided to customer service to help understand and resolve the issue.

1 Results

Legal Business Name	Address	More Filter
Electric Power Solutions, LLC	20582 US Hwy 70 Wilson, Oklahoma 73463 US	

Supporting Attachments

Please attach any documentation you have to verify your information.

Drag file here or [choose from folder](#)

Attachment Name	File Size (kB)	Upload Date	Virus Scan	Action
EPS Operating Agreement.pdf	4123.083	Jul 13, 2022, 12:15:40 PM EDT	CLEAN	Remove
Articles of Organization EPS.pdf	658.568	Jul 13, 2022, 12:09:53 PM EDT	CLEAN	Remove

☐ ID Assigned☒ Pending ID AssignmentExpiration Date Search by FSD Number Address Update Reset 

1

of 1



Results per page

25

Sort by

Expiration Date Ascending

Electric Power Solutions, LLC

Pending ID Assignment

 **Draft Registration** Unique Entity ID:
(blank)

FSD Number: INC-GSAFSD6535282

Physical Address:
20582 US Hwy 70
Wilson, OK 73463 USA**FSD Incidents**

Feedback

Our Website

Report Title: Incident General Services Administration Federal Service Desk List
Run Date and Time: 2022-07-13 17:20:53 Eastern Daylight Time
Run by: Doretta Anderson
Table name: u_incident_gsafsd
Query Condition: Active = true AND Affected User is Doretta Anderson AND Affected User = Doretta Anderson .or. Opened by = Doretta Anderson
.or. Watch list CONTAINS Doretta Anderson
Sort Order: Updated in descending order

2 Incident General Services Administration Federal Service Desks

Number	Category	Short description	Priority
INC-GSAFSD6535282		Entity needs update - name Reference Number: 69dd2a76-8f78- 4cb0-bfe0-cab7b8a2cceb	3 - Moderate
INC-GSAFSD6537336		Ticket Created by Sam, Your Virtual Agent	3 - Moderate

OKLAHOMA SURETY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Electric Power Solutions, LLC

PO Box 839, Lone Grove OK 73443

as Principal, and the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under the laws of the State of Ohio, and authorized

to do business in the State of Oklahoma as Surety are held and firmly bound unto the

City of Durant, PO Box 578

Durant OK 74702 as Oblige,ee,

in the amount of Five percent of the total amount bid in DOLLARS,
lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Oblige,ee shall make an award to the principal for:

Taxiway Electrical Improvements

Durant Project Bid No. C-2022-25 Taxiway Lighting

Durant Regional Airport

Durant, OK

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Oblige,ee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the **OKLAHOMA SURETY COMPANY** as Surety or with other Surety or Sureties approved by the Oblige,ee; or if the Principal shall, in case of failure so to do, pay to the Oblige,ee the damages which the Oblige,ee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, sealed and dated this 14th day of July, 2022.

Electric Power Solutions, LLC

Principal



Witness

BY Doretta Anderson (Seal)

OKLAHOMA SURETY COMPANY

BY Kim Kingery Crowson (Seal)

Kim Kingery Crowson

Attorney-in-fact

OKLAHOMA SURETY COMPANY

1437 SOUTH BOULDER, SUITE 200 • TULSA, OKLAHOMA 74119 • 918-587-7221 • FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. **Peter M. Fennell, Kelly Hitt, Kim Kingery Crowson and Arthur A. Rickets, all of ARDMORE, OK**

IN WITNESS WHEREOF, the **OKLAHOMA SURETY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 07 day of April, 2015



ATTEST:

Sharon Hackl

SHARON HACKL

Secretary

OKLAHOMA SURETY COMPANY

Todd Bazata

TODD BAZATA

VICE PRESIDENT

On this 07 day of April, 2015 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Oklahoma Surety Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS



Commission # 11008253

My Commission expires: 09-08-15

Julie Callahan

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Oklahoma Surety Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of **Oklahoma Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of July, 2022

Sharon Hackl

SHARON HACKL

Secretary



VOID IF BOX IS EMPTY



ELECPOW-01

K KINGERY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/12/2022

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

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

PRODUCER Rickets Fennell & Associates, LLC 130 B St SW Ardmore, OK 73401	CONTACT NAME: Kim Kingery	
	PHONE (A/C, No, Ext): (580) 223-4343 FAX (A/C, No): (580) 223-4848	
	E-MAIL ADDRESS: kkingery@ricketsfennell.com	
INSURED Electric Power Solutions LLC PO Box 839 Lone Grove, OK 73443	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Casualty Company	20443
	INSURER B: Transportation Insurance Co.	20494
	INSURER C: Continental Insurance Co.	35289
	INSURER D: CompSource Mutual Insurance Company	36188
	INSURER E: Mid-Continent Casualty Company	23418
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			6056781987	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BUA 6056781990	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUE 6056782010	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	03404104221	2/1/2022	2/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Comm'l Inland Marine			04-CIM-0000019055	4/2/2022	4/2/2023	Leased/Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Taxiway Electrical Improvements; Durant Project Bid No. C-2022-25 Taxiway Lighting
Durant Regional Airport scheduled to bid July 14, 2022

CERTIFICATE HOLDER

CANCELLATION

City of Durant
PO Box 578
Durant, OK 74702

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

AUTHORIZED REPRESENTATIVE

STATEMENT OF QUALIFICATIONS

Electric Power Solutions, LLC

Bidder

20582 US Hwy 70, Wilson, OK 73463

Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: Install New LED Lighting for Runway 18-36, F81-16-5 Okemah Flying Field
OWNER: City of Okemah ADDRESS 502 W. Broadway, Okemah, OK 74859
OWNER TELEPHONE NUMBER 918-623-1050
ENGINEER: LBR, Inc. ADDRESS 1802 W. Wright Dr., Stillwater, OK 74075
ENGINEER TELEPHONE NUMBER 405-377-8276
DATE STARTED 09/11/2017 DATE COMPLETED: 1/3/2018
APPROX. QUANTITIES OF MAJOR ITEMS: 64-L861, 46-L830-17 Trans, 1 L801A Rotating Beacon
1-50ft Tip Down, 128-L867B varying sizes
VALUE OF CONTRACT: \$210,340

2. NAME OF PROJECT: AIP Project 3-40-0015-012-2017, Install new LED Lighting for Runway 17-35
OWNER: City of Chandler ADDRESS 414 Manuel Ave., Chandler, OK 74834
OWNER TELEPHONE NUMBER 405-258-3200
ENGINEER: LBR, Inc. ADDRESS 1802 W. wright Dr., Stillwater, OK 74075
ENGINEER TELEPHONE NUMBER 405-377-8276
DATE STARTED 9/13/2017 DATE COMPLETED: 1/5/2018
APPROX. QUANTITIES OF MAJOR ITEMS: 66-L861, 154-L867B varying sizes, 26-L830-16 Trans,
40-L830-17 Trans, 77 Ground lugs, 77-L823
VALUE OF CONTRACT: \$261,605

3. NAME OF PROJECT: AIP 3-40-0076-015-2018, Upgrade Electrical Vault, Homerun & Replace PAPIs
OWNER: City of Pauls Valley ADDRESS 100 W Paul, Pauls Valley, OK 73075
OWNER TELEPHONE NUMBER _____
ENGINEER: KSA Engineers, Inc. ADDRESS 1800 North Interstate Dr, Ste 119, Norman, OK 73072
ENGINEER TELEPHONE NUMBER 405-290-1419
DATE STARTED 10/25/2018 DATE COMPLETED: 3/8/2019
APPROX. QUANTITIES OF MAJOR ITEMS: 2-L861 , 2 L828 Regulators,

VALUE OF CONTRACT: \$177,647
4. NAME OF PROJECT: AIP 3-40-0110-009-2019 Installation of Medium Intensity Runway Lights RW 17/35 Construct Precision Approach Path Indicator RE35, Remove Obstructions Runway 35 RPZ
OWNER: City of Antlers ADDRESS 100 SE 2nd St, Antlers, OK 74523
OWNER TELEPHONE NUMBER 580-298-5635
ENGINEER: EST, Inc. ADDRESS 711 SW C Ave, Lawton, OK 73501
ENGINEER TELEPHONE NUMBER 580-771-2555
DATE STARTED 3/30/2020 DATE COMPLETED: 8/18/2020
APPROX. QUANTITIES OF MAJOR ITEMS: 60-L867B, 50-L861E, 10 L861T
Edge Lights,

VALUE OF CONTRACT: \$199,931.50
5. NAME OF PROJECT: AIP 3-40-0124-009-2014 (Design), OAC Project No. AQR-20A-S(Construction) Install MIRLS & PAPIs Runway 18-36
OWNER: City of Atoka ADDRESS 315 East A Street, Atoka, OK 74525
OWNER TELEPHONE NUMBER 580-889-3341
ENGINEER: Delta Airport Consultants, Inc. ADDRESS 110 N Robinson Ave, Suite 250, Oklahoma City, OK 73102
ENGINEER TELEPHONE NUMBER 405-605-4992
DATE STARTED 4/15/2020 DATE COMPLETED: 6/11/2020
APPROX. QUANTITIES OF MAJOR ITEMS: _____
142-L867B varying sizes, 164 Ground lugs, 73-L861 (L) varying colors

VALUE OF CONTRACT: \$194,980.00

6. NAME OF PROJECT: Carlton Landing Airport CAP Project 20233, Rehabilitate Runway
State of Oklahoma Will Rogers Bldg., 2401 N Lincoln, Ste 212,
OWNER: Office of Management & Enterprise Services ADDRESS Oklahoma City, OK 73152
OWNER TELEPHONE NUMBER 405-522-0281
ENGINEER: MacArthur Associated Consultants ADDRESS 25 NW 146th St., Edmond, OK 73013
ENGINEER TELEPHONE NUMBER 405-848-2471
DATE STARTED 7/6/2020 DATE COMPLETED: 4/9/2021
APPROX. QUANTITIES OF MAJOR ITEMS: 148-L867B varying sizes, 85-Ground lugs, 2 LED PAPIs
67-L861
VALUE OF CONTRACT: \$513,194.69

Contractor may attach additional project summaries and/or references for consideration by the Owner.

6. Install New Runway Lighting for Runway 17-35
Owner: Town of Hinton
Engineer: LBR Inc.
Dates: 11/4/15 to 12/21/15
Contract Value: \$133,117.00
7. Install New Rotating Beacon
Owner: City of McAlester
Engineer: LBR Inc.
Dates: 12/16/16 to 2/7/17
Contract Value: \$70,200.00
8. Tx DOT AV – Jacksboro ARPT
Owner: City of Jacksboro
Engineer: Jagoe – Public Company
Dates: 2/26/18 to 3/5/18
Contract Value: \$14,160.00
9. Rehabilitate Runway, Carlton Landing Airport CAP Project #20233
Owner: OMES
Engineer: MacArthur Associated Consultants, Sam Pappas
Dates: 07/06/2020-04/09/2021
Contract Value: \$513,194.69
10. Install windcone AIP Project 3-40-0025-014-2020
Owner: City of Durant
Engineer: LBR Inc.
Date: 03/25/2021
Contract Value: \$17,500.00
11. Partial Overlay of Taxiway; Install LED Medium Intensity Taxiway Lights (MITL); Install LED Runway Holding Position & Exit Guidance Signs; Install Runway 17 & 35 LED Precision Approach Path Indicators (PAPIs)
FAA AIP PROJECT NO.: 3-40-0006-021-2021
Owner: City of Ardmore
Engineer: Lochner
Dates: 3/21/22 – present
Contract Value: \$516,076.00

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The following bid conditions apply to this potential Federal Aviation Administration (FAA) assisted contract. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these bid conditions.

- (1) DEFINITION - Disadvantaged Business Enterprise (DBE) as Used in this Contract shall have the same meaning as defined in 26.5 of Subpart A to 49 CFR Part 26.
- (2) POLICY - It is the policy of FAA that DBE's as defined in 49 CFR Part 26 shall have the *equal* opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
- (3) DBE OBLIGATION - The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the *equal* opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. *In this regard all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FAA assisted contracts.*
- (4) COMPLIANCE - All bidders, potential Contractors, or subcontractors for this FAA assisted contract are hereby notified that failure to carry out the FAA policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner.
- (5) SUBCONTRACT CLAUSE - All bidders and potential Contractors hereby assure that they will include the above clauses in all subcontracts which offer further subcontracting opportunities.
- (6) CONTRACT AWARD - Bidders are hereby advised that meeting DBE subcontract goals or making an acceptable good faith effort to meet such goals are conditions of being awarded this FAA assisted contract.

The Owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the goals for DBE participation or, if failing to meet the goals, he has made an acceptable good faith effort to meet the established goals for the DBE participation. Bidder is advised that the Owner reserves the right to reject any or all bids submitted.

- (7) DBE PARTICIPATION GOAL - The attainment of goals established for this contract is to be measured as a percentage of the total dollar value of the contract. The goals established for this contract are as follows:

a. The percent to be performed by DBE's is seven and one-half percent (7.5%).

- (8) AVAILABLE CERTIFIED DBE'S - The Owner has developed a DBE Program and DBE Directory as required by 49 CFR Part 26. For this contract, the Owner will accept as certified, *those* DBE firms which are identified by the Small Business Administration (SBA) . as 8 (a) firms and those firms which are currently certified by other Federal Aviation Administration (FAA) agencies. Firms which desire certification which do not meet the SBA or other FAA agencies previous certification: criteria are required by the Owner to complete the FAA recommended *application documents in their entirety* before they can be certified for this contract. Copies of the *application documents* may be obtained from Owner. The act of simply filling out the *application documents* does not mean automatic certification by the Owner. The rules and procedures of 49 CFR Part 26 shall govern the certification process of the Owner.

- (9) CONTRACTOR'S REQUIRED SUBMISSION - The owner requires the submission of the following information with the bid. Certain other DBE information may also be required.

DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue
None			

WOMEN SUBCONTRACTS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue
None			

OTHER DISADVANTAGED SUBCONTRACTORS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue
None			

*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged)

Total Bid (1) \$ \$256,200.00

Total DBE Value (2) \$

Total DBE percent (2)/(1) %

If the Contractor fails to meet the DBE subcontract goals established in paragraph 7 above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable), as well as the DBE information, should be submitted as specified in Paragraph 9 above.

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in *Appendix A to 49 CFR Part 26, and Subpart 26.53 a-f revised as of February 2, 1999.*

A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in Appendix A are as follows:

- a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the *recipient* to inform DBE's of contracting and subcontracting opportunities;
- b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
- d. Whether the contractor followed up initial solicitations of interest by contracting DBE's to determine with certainty whether the DBE's were interested;
- e. Whether the contractor selected portions of work to be performed by DBE's in

order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

- f. Whether the contractor provided interested DBE's with adequate information about the plans specifications, and requirements of the contract,
- g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation-of their capabilities;
- h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor; and
- i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

- (10) CONTRACTOR ASSURANCE - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of FAA assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- (11) PROMPT PAYMENT - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of this contract no later than 30 days from the receipt of each payment the prime contractor received from the City of Durant. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay of postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Durant. This clause applies to both DBE and non-DBE subcontractors.

The Bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

Name of Bidder: Electric Power Solutions, LLC

IRS Number: 27-1038783

By: Doritta Anderson

Title: Owner

Date: 7/14/2022

LIBRA ELECTRIC COMPANY
4634 ENTERPRISE DRIVE
OKLAHOMA CITY, OK 73128

PROPOSAL for
TAXIWAY ELECTRICAL IMPROVEMENTS
DURANT PROJECT BID NO. C-2022-25 TAXIWAY LIGHTING
DURANT REGIONAL AIRPORT

RECEIVED

JUL / 4 2022

1:54pm
TIME

CITY

SR
INITIALS

OF DURANT

THIS DATE
IS ACTUALLY
July 14 - Bp

PROPOSAL

Place: Durant, Oklahoma

Date: July 14, 2022

Proposal of LIBRA ELECTRIC COMPANY

A Corporation organized and existing under the laws of the State of OKLAHOMA

OR

Proposal of _____

A partnership consisting of _____

and _____

OR

Proposal of _____

An individual trading as _____

and _____

To: City of Durant
City Clerk
300 West Evergreen
(PO Box 758)
Durant, OK 74702

The undersigned Bidder, having visited the site and examined the Plans, Specifications, and other Contract Documents, including the Addenda and being familiar with the conditions relating to the proposed project, hereby proposed to furnish all tools, appliances, equipment, and specified materials and perform all necessary labor for Durant Regional Airport – Taxiway Electrical Improvements in strict accordance with the Plans, Specifications and other Contract Documents at and for the unit prices proposed herein.

The undersigned Bidder, having read the Advertisement for Bids, understands that sealed Proposals will be received at City Clerk, at City Hall, 300 West Evergreen, (PO Box 578), Durant, Oklahoma 74702.

The Undersigned Bidder, in compliance with the Bid Advertisement hereby proposes to do the work called for in said Specifications and other Contract Documents and shown on the Plans for the said work at the following rate and prices:

Durant Regional Airport
Taxiway Electrical Improvements
City Bid No.

BID NO.	SPEC NO.	QUAN.	UNIT	DESCRIPTION (with unit price in words)	UNIT PRICE	TOTAL PRICE
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable						
1.01	C-105	1	LS	Mobilization	\$ 12,870	\$ 12,870
				twelve thousand eight hundred seventy dollars		
1.02	KSA-105-3.1	1	LS	Barricades for Pavement Closures	\$ 750	\$ 750
				seven hundred fifty dollars		
1.03	KSA-105-3.2	1	LS	Preparation of Safety Plan Compliance Document	\$ 250	\$ 250
				two hundred fifty dollars		
1.04	L-108-5.2	24,000	LF	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Existing Conduit	\$ 2.50	\$ 60,000
				two dollars fifty cents		
1.05	L-108-5.3	1,200	LF	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed, Above the Duct Bank or Conduit, Including Connections/Terminations	\$ 2.40	\$ 2,880
				two dollars forty cents		
1.06	L-108-5.5	24,000	LS	Removal of Existing L-824 Cable	\$.50	\$ 12,000
				fifty cents		
1.07	L-110-5.1	600	LF	Install Non-Encased Electrical Duct, One each 2-inch	\$ 7.25	\$ 4,350
				seven dollars twenty five cents		
1.08	L-125-5.1	230	LS	Remove Existing L-861T(L) and L-830	\$ 35	\$ 8,050
				thirty five dollars		
1.09	L-125-5.2	230	EA	Install New L-861T(L) and L-830	\$ 475	\$ 109,250
				four hundred seventy five dollars		
1.10	L-125-5.3	2	EA	Replace Existing Lumacurve One Module Sign Electronics and L-830	\$ 1,500	\$ 3,000
				one thousand five hundred dollars		
1.11	L-125-5.4	11	EA	Replace Existing Lumacurve Two Module Sign Electronics and L-830	\$ 2,000	\$ 22,000
				two thousand dollars		
1.12	L-125-5.5	14	EA	Replace Existing Lumacurve Three Module Sign Electronics and L-830	\$ 2,400	\$ 33,600
				two thousand four hundred dollars		
Subtotal					\$ 269,000	
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable					\$	

BID SUMMARY

Subtotal					\$ 269,000	
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable					\$	
two hundred sixty nine thousand dollars						
TOTAL:					\$ 269,000	

Notes:

- The Owner reserves the right to reject all bids.
- This is a unit price bid. The quantities shown are estimates. Payment will only be made for those quantities of work constructed and accepted as meeting the plans and specification requirements.
- Bidders must bid on all Bid Schedules. The Owner reserves the right to accept any one individual Bid Schedule, all Bid Schedules, or any combination of the Bid Schedules to closely match available funding. Funding availability will be considered in selecting the Bid Schedules to be awarded.

All extensions of the unit prices will be subject to verification by the Owner. In case of discrepancy between a unit price and its extension, the unit price will be considered to be the bid.

The Owner reserves the right to award any Bid Schedule or combination of Bid Schedules, therefore the Contractor must submit a bid for all Bid Schedules and associated Additive Alternates. Additive Alternate Bids will only be awarded if the corresponding schedule is awarded. The Owner reserves the right to select such bid schedule and alternate bids that, in its opinion, serve the best interest of the Owner.

Accompanying this Proposal is a (Certified Check/Bid Bond) in an amount not less than five percent (5%) of the total amount of bid, which it is agreed, shall be retained as liquidated damages by the City of Durant if the undersigned fails to execute the Contract and furnish bond as specified within ten (10) days after formal notification of award to the undersigned.

The undersigned agrees to begin work within ten (10) days after the work order is issued and complete the work within the following time schedule:

30 calendar days

Should the Contractor fail to fully complete the work within the above stated time, they shall pay the City of Durant, Oklahoma, as fixed, agreed and liquidated damages, and not as a penalty, the sum specified in subparagraph TIME FOR COMPLETION AND LIQUIDATED DAMAGES of section SPECIAL CONDITIONS of this specification, for each working day of delay until the work is completed or accepted, and the additional time is only to be allowed for delays as stipulated in the Contract Documents. Liquidated damages shall also be assessed at the same rate as specified in subparagraph TIME FOR COMPLETION AND LIQUIDATED DAMAGES of section SPECIAL CONDITIONS of this specification for phased construction as required by the plans.

The undersigned Bidder agrees that this bid may not be withdrawn for a period of one hundred twenty (120) days after the opening thereof.

Previous Contracts. Section 60-1.7 (b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee in Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor that participated in a previous contract subject to Executive Order 10925, 11114, or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

Bid or Proposal Form. To effectuate the foregoing requirements the sponsor is required to include in the bid or proposal form a statement of substantially as follows:

The Bidder (proposer) shall complete the following statement by checking the appropriate space.

The Bidder (proposer) has X has not _____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (proposer)) has X has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Standard Form 100 is normally furnished to contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the Joint Reporting Committee, 1800 G Street, Washington, DC 20506.

Bidder shall provide the attached Contractor Debarment Review Certification with the sealed bid proposal.

System for Award Management (SAM) registration and a Unique Entity Identifier number is required for Prime contractors in order to be awarded contracts funded by the Federal Aviation Administration. Prior to bidding, vendors must obtain a 12-character alpha-numeric UEI number and complete SAM.gov registration through <https://sam.gov/content/entity-registration>. Proof of registration and UEI number must be provided in the bid submission.

BUY AMERICAN CERTIFICATE (JAN 1991)

By submitting a bid/proposal under this solicitation, except for those items listed by the offerer below or on a separate and clearly identified attachment to this bid/proposal, the offerer certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products or Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

A list of articles, materials, and supplies excepted from this provision is included in the Appendix.

Witness
SEAL (If Bidder is a Corporation)

LIBRA ELECTRIC COMPANY

Name of Bidder
By Carlos Wood
(Signature)
CARLOS WOOD PRESIDENT

(Print Name and Title)
4634 ENTERPRISE DRIVE

(Address)
OKLAHOMA CITY, OKLAHOMA 73128

(City, State and Zip Code)
(405) 949-9371

(Phone Number)

Submitted on JULY 14, 2022

The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addenda Number
_____	_____
_____	_____
_____	_____

Note: Sign in ink. Do not detach. All items listed in the Unit Price Schedule must be bid upon.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

LIBRA ELECTRIC COMPANY

4634 Enterprise Drive, Oklahoma City, OK 73128

as Principal, (hereinafter called the "Principal"), and Fidelity and Deposit Company of Maryland

P.O. Box 1224, Baltimore, MD 21203

, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto

Durant Regional Airport Durant, OK

as Obligee, (hereinafter called the "Obligee"), in the sum of Five Percent (5%) of The Amount Bid

Dollars (\$ *****5%*****), for the payment of which sum well and truly to be made, the said Principal

and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

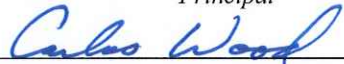
Project No. C-2022-25

Project Title: Taxiway Electrical Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may or does enter into contract with another party to perform the work covered by said bid, then this obligation shall be null and void otherwise to remain in full force and effect.

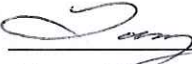
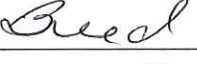
Signed and sealed this 14th day of July A.D. 2022

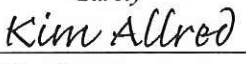

Witness

LIBRA ELECTRIC COMPANY
Principal
 (SEAL)
Carlos Wood President

Fidelity and Deposit Company of Maryland

Surety

 
Tammy Breed Witness

By  (SEAL)
Kim Allred, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Fidelity and Deposit Company of Maryland

Fidelity and Deposit Company of Maryland

vouches that the language in the document conforms exactly to the language

used in AIA Document A-310, February 1970 Edition.

BID70000ZZ0701f

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 14th day of July, 2022.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

CITY OF DURANT, OK

CONTRACTOR DEBARMENT REVIEW CERTIFICATION (Must be submitted with SEALED bid)

City of Durant, OK	Airport Electrical	C-2022-25 Taxiway Lighting
Owner	Project Type	Project Number

All _____ project prime contractors are required to have:

1. Current Unique Entity Identifier (UEI) number.
2. Proof of Current SAM.gov registration at <https://sam.gov/content/entity-registration>

SEE ATTACHED

This certification is required per 2 CFR § 180.300 regulations relating to Debarment and Suspension.

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective shall attach an explanation to this proposal.

Certified by:

CARLOS WOOD PRESIDENT

11/19/2018

Name & Title (Please Print)

Date



07/14/2022

Signature

Date

L1N6ZM1916V8 LIBRA ELECTRIC COMPANY 4634 ENTERPRISE DRIVE OKC, OK 73128

UEI Number

Company Name and Address

June 2022

Opportunity Details

Notice ID IFB224B	Related Notice	Active/Inactive Active
Notice Status Published	Department/Ind. Agency DEPT OF DEFENSE	Sub-Tier DEPT OF THE AIR FORCE
Office AETC		

Award Details

Contract Award Date Oct 09, 2018	Contract Award Number C-18-9-25-192
Task/Delivery Order Number	Contract Awarded Unique Entity ID L1N6ZM1916V8
Contract Awarded Name Libra Electric Company	Contract Awarded Address OKLAHOMA CITY , OK USA
Contract Award Amount \$6,914,649.00	

General Information

Contract Opportunity Type Award Notice (Updated)	Updated Published Date Nov 19, 2018 04:57 PM
Date Offers Due	Inactive Policy Manual
Inactive Date None	Initiative
Allow Vendors to Add/remove from Interested Vendors List Yes	Allow Vendors to View Interested Vendors List No

Classification

Original Set Aside	Product Service Code Z-MAINT, REPAIR, ALTER REAL PROPERTY
Place of Performance ENID , OK USA	

NAICS Code(s)

NAICS Code 221122	NAICS Definition Electric Power Distribution
-----------------------------	--

Attachment/Links

Contact Information

Primary Point of Contact

Teddy T. Thomas

asrcc.pm.constructionmgmt@us.af.mil

Secondary Point of Contact

Willard Vinson

asrcc.pm.constructionmgmt@us.af.mil

History

Contract Opportunity Type

Award Notice (Original)

Presolicitation (Original)

Updated Date

2018-11-19T16:57:58+00

2018-07-26T21:21:47+00

Interested Vendors List

STATEMENT OF QUALIFICATIONS

LIBRA ELECTRIC COMPANY

Bidder

4634 ENTERPRISE DRIVE OKLAHOMA CITY, OK 73128

Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: ADA AIRPORT APRON PH 2
OWNER: CITY OF ADA ADDRESS 300 Ray Stout Blvd, Ada, OK 74820
OWNER TELEPHONE NUMBER (580) 436-8190
ENGINEER: DELTA AIRPORT CONSULTANTS ADDRESS _____
ENGINEER TELEPHONE NUMBER (405) 605-4992
DATE STARTED 10/18/2021 DATE COMPLETED: 04/30/2022
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: \$ 42,608

2. NAME OF PROJECT: WILEY POST REHAB RW 13-31
OWNER: OKC AIRPORT TURST ADDRESS 4555 W Memorial Rd, Oklahoma City, OK 73142
OWNER TELEPHONE NUMBER (405) 316-3200
ENGINEER: CEC ADDRESS _____
ENGINEER TELEPHONE NUMBER (405) 753-4200
DATE STARTED 09/13/2021 DATE COMPLETED: 02/28/2021
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: \$ 577,800

6. NAME OF PROJECT: WESTHEIMER REHAB TW TO RW
OWNER: OU BOARD OF REGENTS ADDRESS
OWNER TELEPHONE NUMBER (405) 325-4122
ENGINEER: KSA ENGINEERS ADDRESS
ENGINEER TELEPHONE NUMBER 405.233.3676
DATE STARTED 01/06/2020 DATE COMPLETED: 12/31/2020
APPROX. QUANTITIES OF MAJOR ITEMS:

VALUE OF CONTRACT: \$ 256,833

Contractor may attach additional project summaries and/or references for consideration by the Owner.

Intentionally Left Blank

SQ-4

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The following bid conditions apply to this potential Federal Aviation Administration (FAA) assisted contract. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these bid conditions.

- (1) DEFINITION - Disadvantaged Business Enterprise (DBE) as Used in this Contract shall have the same meaning as defined in 26.5 of Subpart A to 49 CFR Part 26.
- (2) POLICY - It is the policy of FAA that DBE's as defined in 49 CFR Part 26 shall have the *equal* opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
- (3) DBE OBLIGATION - The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the *equal* opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. *In this regard* all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FAA assisted contracts.
- (4) COMPLIANCE - All bidders, potential Contractors, or subcontractors for this FAA assisted contract are hereby notified that failure to carry out the FAA policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner.
- (5) SUBCONTRACT CLAUSE - All bidders and potential Contractors hereby assure that they will include the above clauses in all subcontracts which offer further subcontracting opportunities.
- (6) CONTRACT AWARD - Bidders are hereby advised that meeting DBE subcontract goals or making an acceptable good faith effort to meet such goals are conditions of being awarded this FAA assisted contract.

The Owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable' bid provided he has met the goals for DBE participation or, if failing to meet the goals, he has made an acceptable good faith effort to meet the established goals for the DBE participation. Bidder is advised that the Owner reserves the right to reject any or all bids submitted.

- (7) DBE PARTICIPATION GOAL - The attainment of goals established for this contract is to be measured as a percentage of the total dollar value of the contract. The goals established for this contract are as follows:
 - a. **The percent to be performed by DBE's is seven and one-half percent (7.5%).**
- (8) AVAILABLE CERTIFIED DBE'S - The Owner has developed a DBE Program and DBE Directory as required by 49 CFR Part 26. For this contract, the Owner will accept as certified, *those* DBE firms which are identified by the Small Business Administration (SBA) . as 8 (a) firms and those firms which are currently certified by other Federal Aviation Administration (FAA) agencies. Firms which desire certification which do not meet the SBA or other FAA agencies previous certification: criteria are required by the Owner to complete the FAA recommended *application documents in their entirety* before they can be certified for this contract. Copies of the *application documents* may be obtained from Owner. The act of simply filling out the *application documents* does not mean automatic certification by the Owner. The rules and procedures of 49 CFR Part 26 shall govern the certification process of the Owner.

- (9) CONTRACTOR'S REQUIRED SUBMISSION - The owner requires the submission of the following information with the bid. Certain other DBE information may also be required.

DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue

WOMEN SUBCONTRACTS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue
AIRPORT LIGHTING SYSTEMS 851 INDUSTRIAL PARK GRAPEVINE, TEXAS 75062	MATERIAL SUPPLIER	\$ 33,625	\$ 12,000,000

OTHER DISADVANTAGED SUBCONTRACTORS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue

*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged)

Total Bid (1)	\$	269,000	
Total DBE Value (2)	\$	33,625	
Total DBE percent (2)/(1)		7.5	%

If the Contractor fails to meet the DBE subcontract goals established in paragraph 7 above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable), as well as the DBE information, should be submitted as specified in Paragraph 9 above.

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in *Appendix A to 49 CFR Part 26, and Subpart 26.53 a-f revised as of February 2, 1999.*

A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in Appendix A are as follows:

- a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the *recipient* to inform DBE's of contracting and subcontracting opportunities;
- b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
- d. Whether the contractor followed up initial solicitations of interest by contracting DBE's to determine with certainty whether the DBE's were interested;
- e. Whether the contractor selected portions of work to be performed by DBE's in

order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

- f. Whether the contractor provided interested DBE's with adequate information about the plans specifications, and requirements of the contract,
- g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation-of their capabilities;
- h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor; and
- i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

- (10) CONTRACTOR ASSURANCE - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of FAA assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- (11) PROMPT PAYMENT - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of this contract no later than 30 days from the receipt of each payment the prime contractor received from the City of Durant. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Durant. This clause applies to both DBE and non-DBE subcontractors.

The Bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

Name of Bidder: LIBRA ELECTRIC COMPANY

IRS Number: 73-1186032

By: 

Title: PRESIDENT

Date: 07/14/2022

TGE, Inc.
8620 S. 33rd W. Ave
Tulsa, OK 74132

SEALED BID PROPOSAL:
TAXIWAY ELEC IMPROVEMENTS
DURANT PROJ BID #C-2022-25 TAXIWAY LTG
DURANT REGIONAL AIRPORT
BID DATE: JULY 14, 2022 @ 2 PM

RECEIVED

JUL / 4 2022

1:54pm
TIME CITY INITIALS
OF DURANT

THIS DATE
IS ACTUALLY
July 14 - Bp

PROPOSAL

Place: Durant, Oklahoma

Date: July 14, 2022

Proposal of THIRD GENERATION ELECTRICAL, INC.

A Corporation organized and existing under the laws of the State of Oklahoma

OR

Proposal of _____

A partnership consisting of _____

and _____

OR

Proposal of _____

An individual trading as _____

and _____

To: City of Durant
City Clerk
300 West Evergreen
(PO Box 758)
Durant, OK 74702

The undersigned Bidder, having visited the site and examined the Plans, Specifications, and other Contract Documents, including the Addenda and being familiar with the conditions relating to the proposed project, hereby proposed to furnish all tools, appliances, equipment, and specified materials and perform all necessary labor for Durant Regional Airport – Taxiway Electrical Improvements in strict accordance with the Plans, Specifications and other Contract Documents at and for the unit prices proposed herein.

The undersigned Bidder, having read the Advertisement for Bids, understands that sealed Proposals will be received at City Clerk, at City Hall, 300 West Evergreen, (PO Box 578), Durant, Oklahoma 74702.

The Undersigned Bidder, in compliance with the Bid Advertisement hereby proposes to do the work called for in said Specifications and other Contract Documents and shown on the Plans for the said work at the following rate and prices:

Durant Regional Airport
Taxiway Electrical Improvements
City Bid No.

BID NO.	SPEC NO.	QUAN.	UNIT	DESCRIPTION (with unit price in words)	UNIT PRICE	TOTAL PRICE
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable						
1.01	C-105	1	LS	Mobilization	\$ 20,000	\$ 20,000
1.02	KSA-105-3.1	1	LS	Barricades for Pavement Closures	\$ 5,000	\$ 5,000
1.03	KSA-105-3.2	1	LS	Preparation of Safety Plan Compliance Document	\$ 2,500	\$ 2,500
1.04	L-108-5.2	24,000	LF	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Existing Conduit	\$ 3.00	\$ 72,000
1.05	L-108-5.3	1,200	LF	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed, Above the Duct Bank or Conduit, Including Connections/Terminations	\$ 3.00	\$ 3,600
1.06	L-108-5.5	24,000	LS	Removal of Existing L-824 Cable	\$.75	\$ 18,000
1.07	L-110-5.1	600	LF	Install Non-Encased Electrical Duct, One each 2-inch	\$ 8.00	\$ 4,800
1.08	L-125-5.1	230	LS	Remove Existing L-861T(L) and L-830	\$ 40.00	\$ 9,200
1.09	L-125-5.2	230	EA	Install New L-861T(L) and L-830	\$ 800	\$ 184,000
1.10	L-125-5.3	2	EA	Replace Existing Lumacurve One Module Sign Electronics and L-830	\$ 1,500	\$ 3,000
1.11	L-125-5.4	11	EA	Replace Existing Lumacurve Two Module Sign Electronics and L-830	\$ 1,700	\$ 18,700
1.12	L-125-5.5	14	EA	Replace Existing Lumacurve Three Module Sign Electronics and L-830	\$ 1,900	\$ 26,600
Subtotal					\$	367,400.00
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable					\$	367,400.00

BID SUMMARY

Subtotal		\$	367,400.00
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable		\$	367,400.00
TOTAL:		\$	367,400.00

Notes:

- The Owner reserves the right to reject all bids.
- This is a unit price bid. The quantities shown are estimates. Payment will only be made for those quantities of work constructed and accepted as meeting the plans and specification requirements.
- Bidders must bid on all Bid Schedules. The Owner reserves the right to accept any one Individual Bid Schedule, all Bid Schedules, or any combination of the Bid Schedules to closely match available funding. Funding availability will be considered in selecting the Bid Schedules to be awarded.

All extensions of the unit prices will be subject to verification by the Owner. In case of discrepancy between a unit price and its extension, the unit price will be considered to be the bid.

The Owner reserves the right to award any Bid Schedule or combination of Bid Schedules, therefore the Contractor must submit a bid for all Bid Schedules and associated Additive Alternates. Additive Alternate Bids will only be awarded if the corresponding schedule is awarded. The Owner reserves the right to select such bid schedule and alternate bids that, in its opinion, serve the best interest of the Owner.

Accompanying this Proposal is a (Certified Check/Bid Bond) in an amount not less than five percent (5%) of the total amount of bid, which it is agreed, shall be retained as liquidated damages by the City of Durant if the undersigned fails to execute the Contract and furnish bond as specified within ten (10) days after formal notification of award to the undersigned.

The undersigned agrees to begin work within ten (10) days after the work order is issued and complete the work within the following time schedule:

30 calendar days

Should the Contractor fail to fully complete the work within the above stated time, they shall pay the City of Durant, Oklahoma, as fixed, agreed and liquidated damages, and not as a penalty, the sum specified in subparagraph TIME FOR COMPLETION AND LIQUIDATED DAMAGES of section SPECIAL CONDITIONS of this specification, for each working day of delay until the work is completed or accepted, and the additional time is only to be allowed for delays as stipulated in the Contract Documents. Liquidated damages shall also be assessed at the same rate as specified in subparagraph TIME FOR COMPLETION AND LIQUIDATED DAMAGES of section SPECIAL CONDITIONS of this specification for phased construction as required by the plans.

The undersigned Bidder agrees that this bid may not be withdrawn for a period of one hundred twenty (120) days after the opening thereof.

Previous Contracts. Section 60-1.7 (b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee in Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor that participated in a previous contract subject to Executive Order 10925, 11114, or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

Bid or Proposal Form. To effectuate the foregoing requirements the sponsor is required to include in the bid or proposal form a statement of substantially as follows:

The Bidder (proposer) shall complete the following statement by checking the appropriate space.

The Bidder (proposer) has X has not _____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (proposer)) has X has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Standard Form 100 is normally furnished to contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the Joint Reporting Committee, 1800 G Street, Washington, DC 20506.

Bidder shall provide the attached Contractor Debarment Review Certification with the sealed bid proposal.

System for Award Management (SAM) registration and a Unique Entity Identifier number is required for Prime contractors in order to be awarded contracts funded by the Federal Aviation Administration. Prior to bidding, vendors must obtain a 12-character alpha-numeric UEI number and complete SAM.gov registration through <https://sam.gov/content/entity-registration>. Proof of registration and UEI number must be provided in the bid submission.

BUY AMERICAN CERTIFICATE (JAN 1991)

By submitting a bid/proposal under this solicitation, except for those items listed by the offerer below or on a separate and clearly identified attachment to this bid/proposal, the offerer certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products or Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

A list of articles, materials, and supplies excepted from this provision is included in the Appendix.

K. Stefanoff

Witness

Krista Stefanoff
Secretary

SEAL (If Bidder is a Corporation)

THIRD GENERATION ELECTRICAL, INC.

Name of Bidder

By

[Signature]

(Signature)

Daniel J. Stefanoff, President

(Print Name and Title)

8620 South 33rd West Avenue

(Address)

Tulsa, OK 74132

(City, State and Zip Code)

918-446-6626; cell: 918-845-1969

(Phone Number)

Submitted on July 14, 2022

The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Date

7-14-2022

Addenda Number

None issued

Note: Sign in ink. Do not detach. All items listed in the Unit Price Schedule must be bid upon.

An official website of the United States government [Here's how you know](#)**Entity Validation Delays** [Show Details](#)
Jul 5, 2022[See All Alerts](#)**Planned Maintenance Schedule** [Show Details](#)
Apr 3, 2022[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)[<](#) **Entity Information**

Check Entity Registration Status

This tool allows you to check the status of your entity registration.



Non-federal users: You may only check the registration status of entities linked to your SAM.gov account.

Federal users: If you need to view registrations that are not publicly available, use the **Search** link in the header menu of SAM.gov, while signed in.

Unique Entity ID

HKW8FAHVKR68

CAGE Code

[Reset](#)[Search](#)

Entity Information

Third Generation Electrical, Inc. Active Registration

Unique Entity ID
HKW8FAHVKR68

Your registration was activated on 2022-01-21. It expires on 2023-01-19 which is one year after you submitted it for processing.



Core Data
Completed



Assertions
Completed



Reps & Certs
Completed



POCs
Completed



Submit
Completed



Processing

More About the Entity Registration Status Tracker



C

Getting Started with Registration

Entity Status Guide

Legend

What if my entity fails TIN validation?

What if my entity fails CAGE validation?

More Help



Feedback

Our Website

- About This Site
- Our Community
- Release Notes
- System Alerts

Policies

- Privacy Policy
- Disclaimers
- Freedom of Information Act
- Accessibility

Our Partners

- Acquisition.gov
- USASpending.gov
- Grants.gov
- More Partners

Customer Service

- Help
- Check Registration
- Federal Service Desk
- External Resources
- Contact



This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

CITY OF DURANT, OK

CONTRACTOR DEBARMENT REVIEW CERTIFICATION (Must be submitted with SEALED bid)

City of Durant, OK	Airport Electrical	C-2022-25 Taxiway Lighting
<i>Owner</i>	<i>Project Type</i>	<i>Project Number</i>

All _____ project prime contractors are required to have:

1. Current Unique Entity Identifier (UEI) number.
2. Proof of Current SAM.gov registration at <https://sam.gov/content/entity-registration>

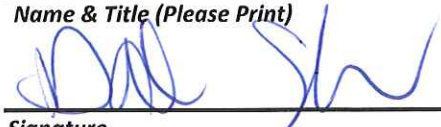
This certification is required per 2 CFR § 180.300 regulations relating to Debarment and Suspension.

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective shall attach an explanation to this proposal.

Certified by:

Daniel J. Stefanoff, President	7-14-2022
<i>Name & Title (Please Print)</i>	<i>Date</i>
	7-14-22
<i>Signature</i>	<i>Date</i>
HKW8FAHVKR68	Third Generation Electrical, Inc, 8620 S. 33rd W. Ave., Tulsa, OK
<i>UEI Number</i>	<i>Company Name and Address</i>
	74132

June 2022

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Third Generation Electrical, Inc. as Principal, are hereby held and firmly bound unto the City of Durant as OWNER in the penal sum of Five percent of the amount bid***** (5% of amount bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 14th day of July, 20 22.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Durant, Oklahoma a certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing for the TAXIWAY ELECTRICAL IMPROVEMENTS.

NOW THEREFORE

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Third Generation Electrical, Inc. (L.S.)

Principal

Daniel J. Stefanoff, President

Swiss Re Corporate Solutions America Insurance Corporation

Surety

By:

Jamie Burris, Attorney-in-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, MARK D. NOWELL,

VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWELL, CAREY L. KENNEMER, RANDY D. WEBB, AARON WOOLSEY, GARY LILES,

THOMAS PERRAULT and KRISTIN LEWIS JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

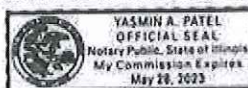
this 29TH day of APRIL, 2022

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of July, 2022.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

STATEMENT OF QUALIFICATIONS

THIRD GENERATION ELECTRICAL, INC.

Bidder

8620 S. 33rd W. Ave., Tulsa, OK 74132

Address

Similar Projects Completed by Bidder:

SEE ATTACHED SHEET OF AIRPORT PROJECTS.

1. NAME OF PROJECT: _____
OWNER: _____ ADDRESS _____
OWNER TELEPHONE NUMBER _____
ENGINEER: _____ ADDRESS _____
ENGINEER TELEPHONE NUMBER _____
DATE STARTED _____ DATE COMPLETED: _____
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

2. NAME OF PROJECT: _____
OWNER: _____ ADDRESS _____
OWNER TELEPHONE NUMBER _____
ENGINEER: _____ ADDRESS _____
ENGINEER TELEPHONE NUMBER _____
DATE STARTED _____ DATE COMPLETED: _____
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

3. NAME OF PROJECT: _____
OWNER: _____ ADDRESS _____
OWNER TELEPHONE NUMBER _____
ENGINEER: _____ ADDRESS _____
ENGINEER TELEPHONE NUMBER _____
DATE STARTED _____ DATE COMPLETED: _____
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

4. NAME OF PROJECT: _____
OWNER: _____ ADDRESS _____
OWNER TELEPHONE NUMBER _____
ENGINEER: _____ ADDRESS _____
ENGINEER TELEPHONE NUMBER _____
DATE STARTED _____ DATE COMPLETED: _____
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

5. NAME OF PROJECT: _____
OWNER: _____ ADDRESS _____
OWNER TELEPHONE NUMBER _____
ENGINEER: _____ ADDRESS _____
ENGINEER TELEPHONE NUMBER _____
DATE STARTED _____ DATE COMPLETED: _____
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

6. NAME OF PROJECT: _____
OWNER: _____ ADDRESS _____
OWNER TELEPHONE NUMBER _____
ENGINEER: _____ ADDRESS _____
ENGINEER TELEPHONE NUMBER _____
DATE STARTED _____ DATE COMPLETED: _____
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

Contractor may attach additional project summaries and/or references for consideration by the Owner.

Intentionally Left Blank

SQ-4



THIRD GENERATION ELECTRIC
CELEBRATING 20 YEARS OF
ELECTRIFYING TULSA

8620 S.33rd W. Ave.
Tulsa, OK



918-446-6626



Airport Projects similar and completed in the last five years:

Owner	Project Description	Cost
Tulsa Airport Authority	RL Jones Upgrade Signage	\$973,521
City of McAlester	McAlester Runway Improvements	\$108,392
Tulsa Airport Authority	TIA Upgrade Field Access Controls	\$3,543,671
City of Sallisaw	Sallisaw Airport and JSV Papi Upgrade	\$56,223
OK Ordinance Works Authority	Pryor Airport Upgrades H71	\$834,396
City of Sand Springs	Pogue Vault & PAPI Upgrades	\$272,881
City of Miami	Miami Regional Airport Upgrade	\$920,147
City of Tahlequah	Tahlequah Airport Vertical Guidance	\$151,045
Tulsa Airport Authority	RL Jones Rehab Runway	\$47,880
City of Skiatook	Skiatook Taxiway Lights	\$182,356
City of Wagoner	H68 Precision Approach Path Indicator	\$47,035
City of Bristow	Relocate Runway 18-36, Jones Mem Airpt	\$205,229
City of Lindsay	Rehab Runway Lights & Beacon	\$152,187
City of Eufaula	Eufaula Airport – Install Fuel System	\$19,835
City of Prague	Construct Partial Parallel Taxiway	\$40,444
City of Claremore	Replace Wind Cone & P1 Perimeter Fence	\$46,135
Town of Ketchum/South Grand Lake	Rehab Runway 18-36; Install LED MIREL	\$312,270
City of Skiatook	Rehab Runway 18-36, Skiatook Mun Airport	\$129,057
Town of Talihina	Install Rotating Beacon & Wind Cone	\$84,629
City of Sallisaw	Fuel Farm & Drainage Improvements	\$28,360
City of Seminole	Rehab Runway 16-34 Lighting	\$297,313
City of Ardmore	Install LED MITL & RW 17-35 LED REIL	\$265,251
City of Lawton	Trench/Install 14,800 LF #6 Bare Copper	\$18,096
Town of Ketchum/Grand Lake Airpt	Construct/install elec in 3 box hangars	\$28,996
City of Ardmore	Rehab Runway 13-31 Lighting	\$664,728

If more information is needed or required, please let us know.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The following bid conditions apply to this potential Federal Aviation Administration (FAA) assisted contract. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these bid conditions.

- (1) DEFINITION - Disadvantaged Business Enterprise (DBE) as Used in this Contract shall have the same meaning as defined in 26.5 of Subpart A to 49 CFR Part 26.
- (2) POLICY - It is the policy of FAA that DBE's as defined in 49 CFR Part 26 shall have the *equal* opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
- (3) DBE OBLIGATION - The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the *equal* opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. *In this regard all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FAA assisted contracts.*
- (4) COMPLIANCE - All bidders, potential Contractors, or subcontractors for this FAA assisted contract are hereby notified that failure to carry out the FAA policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner.
- (5) SUBCONTRACT CLAUSE - All bidders and potential Contractors hereby assure that they will include the above clauses in all subcontracts which offer further subcontracting opportunities.
- (6) CONTRACT AWARD - Bidders are hereby advised that meeting DBE subcontract goals or making an acceptable good faith effort to meet such goals are conditions of being awarded this FAA assisted contract.

The Owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the goals for DBE participation or, if failing to meet the goals, he has made an acceptable good faith effort to meet the established goals for the DBE participation. Bidder is advised that the Owner reserves the right to reject any or all bids submitted.

- (7) DBE PARTICIPATION GOAL - The attainment of goals established for this contract is to be measured as a percentage of the total dollar value of the contract. The goals established for this contract are as follows:

a. The percent to be performed by DBE's is seven and one-half percent (7.5%).

- (8) AVAILABLE CERTIFIED DBE'S - The Owner has developed a DBE Program and DBE Directory as required by 49 CFR Part 26. For this contract, the Owner will accept as certified, *those* DBE firms which are identified by the Small Business Administration (SBA) . as 8 (a) firms and those firms which are currently certified by other Federal Aviation Administration (FAA) agencies. Firms which desire certification which do not meet the SBA or other FAA agencies previous certification: criteria are required by the Owner to complete the FAA recommended *application documents in their entirety* before they can be certified for this contract. Copies of the *application documents* may be obtained from Owner. The act of simply filling out the *application documents* does not mean automatic certification by the Owner. The rules and procedures of 49 CFR Part 26 shall govern the certification process of the Owner.

- (9) CONTRACTOR'S REQUIRED SUBMISSION - The owner requires the submission of the following information with the bid. Certain other DBE information may also be required.

DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue
Airport Lighting Systems Courtney Denney, President 651 Industrial Blvd, Grapevine, TX 76051	Airport Runway Lighting	\$54,908.00	\$6-\$10 Million

WOMEN SUBCONTRACTS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue

OTHER DISADVANTAGED SUBCONTRACTORS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue

*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged)

Total Bid (1)	\$ <u>367,400.00</u>
Total DBE Value (2)	\$ <u>54,908.00</u>
Total DBE percent (2)/(1)	<u>15</u> %

If the Contractor fails to meet the DBE subcontract goals established in paragraph 7 above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable), as well as the DBE information, should be submitted as specified in Paragraph 9 above.

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in *Appendix A to 49 CFR Part 26, and Subpart 26.53 a-f revised as of February 2, 1999.*

A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in Appendix A are as follows:

- a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the *recipient* to inform DBE's of contracting and subcontracting opportunities;
- b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
- d. Whether the contractor followed up initial solicitations of interest by contracting DBE's to determine with certainty whether the DBE's were interested;
- e. Whether the contractor selected portions of work to be performed by DBE's in

order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

- f. Whether the contractor provided interested DBE's with adequate information about the plans specifications, and requirements of the contract,
- g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation-of their capabilities;
- h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor; and
- i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

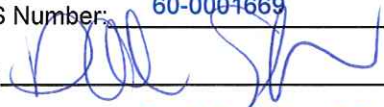
NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

- (10) CONTRACTOR ASSURANCE - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR pat 26 in the award and administration of FAA assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- (11) PROMPT PAYMENT - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of this contract no later than 30 days from the receipt of each payment the prime contractor received from the City of Durant. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay of postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Durant. This clause applies to both DBE and non-DBE subcontractors.

The Bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

Name of Bidder: THIRD GENERATION ELECTRICAL, INC.

IRS Number: 60-0001669

By: 

Title: Daniel J. Stefanoff, President

Date: July 14, 2022

From: [Courtney Denney](#)
To: [Haila Cavanagh](#)
Subject: FW: ODOT: Certification Renewal
Date: Monday, August 02, 2021 8:01:03 AM

From: Oklahoma Department of Transportation <okdot@gob2g.com>
Sent: Monday, August 2, 2021 7:55 AM
To: Courtney Denney <cd@airportlighting.com>
Subject: ODOT: Certification Renewal



August 2, 2021

Courtney Denney
Airport Lighting Systems, Inc. DBA None
651 Industrial Blvd.
Grapevine, TX 76051

Dear Courtney Denney,

We have received your annual update. We are pleased to inform you that the Oklahoma Department of Transportation (ODOT) has determined your firm continues to meet the eligibility criteria as a Disadvantaged Business Enterprise (DBE).

Your certification will remain in effect, provided your business continues to meet the eligibility criteria set forth in U.S. Department of Transportation, Code of Federal Regulations Title 49 Part 26. Annually, you must submit a signed and notarized "Disadvantaged Business Enterprise (DBE) No Change Affidavit" with supporting documentation. It is your responsibility to notify this office in writing within 30 days of any changes. Failure to do so may result in decertification of your business.

The following table lists the North American Industry Classification System (NAICS) code(s) and description(s) that have been assigned to your business in accordance with the service(s) it render(s).

NAICS: Specialty Description
NAICS 444190: OTHER BUILDING MATERIAL DEALERS

Specific Work Categories
Supplier of Airport and Heliport Lighting

If you have any questions regarding your certification, please contact the ODOT Civil Rights Division at 405-521-3186 or 1-800-788-4539.

Sincerely,



Scott Houck
Community Outreach Specialist

This message was sent to: cd@airportlighting.com
Sent on: 8/2/2021 7:55:03 AM
System ReferenceID: 140650011

Wise Electric Co.
P.O. Box 1081
Owasso, OK 74055

Taxiway Electrical Improvements
Durant Project Bid No. C-2022-25 Taxiway
Durant Regional Airport
Durant, OK

City
300
Durant

RECEIVED

JUL / 4 2022

11:57 AM
TIME CITY INITIALS
OF DURANT

THIS DATE
IS ACTUALLY
July 14
BP

PROPOSAL

Place: Durant, Oklahoma

Date: 7-14-22

Proposal of Wise Electric Co.

A Corporation organized and existing under the laws of the State of Oklahoma

OR

Proposal of _____

A partnership consisting of _____

and _____

OR

Proposal of _____

An individual trading as _____

and _____

To: City of Durant
City Clerk
300 West Evergreen
(PO Box 758)
Durant, OK 74702

The undersigned Bidder, having visited the site and examined the Plans, Specifications, and other Contract Documents, including the Addenda and being familiar with the conditions relating to the proposed project, hereby proposed to furnish all tools, appliances, equipment, and specified materials and perform all necessary labor for Durant Regional Airport – Taxiway Electrical Improvements in strict accordance with the Plans, Specifications and other Contract Documents at and for the unit prices proposed herein.

The undersigned Bidder, having read the Advertisement for Bids, understands that sealed Proposals will be received at City Clerk, at City Hall, 300 West Evergreen, (PO Box 578), Durant, Oklahoma 74702.

The Undersigned Bidder, in compliance with the Bid Advertisement hereby proposes to do the work called for in said Specifications and other Contract Documents and shown on the Plans for the said work at the following rate and prices:

Durant Regional Airport
Taxiway Electrical Improvements
City Bid No.

BID NO.	SPEC NO.	QUAN.	UNIT	DESCRIPTION (with unit price in words)	UNIT PRICE	TOTAL PRICE
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable						
1.01	C-105	1	LS	Mobilization	\$ 15,000 ⁰⁰	\$ 15,000 ⁰⁰
				<i>Fifteen thousand dollars</i>		
1.02	KSA-105-3.1	1	LS	Barricades for Pavement Closures	\$ 1,500 ⁰⁰	\$ 1,500 ⁰⁰
				<i>One thousand five hundred dollars</i>		
1.03	KSA-105-3.2	1	LS	Preparation of Safety Plan Compliance Document	\$ 200 ⁰⁰	\$ 200 ⁰⁰
				<i>Two hundred dollars</i>		
1.04	L-108-5.2	24,000	LF	No. 8 AWG, 5 KV, L-824, Type C Cable, Installed in Existing Conduit	\$ 1 ⁸⁰	\$ 43,200 ⁰⁰
				<i>One dollar eighty cents</i>		
1.05	L-108-5.3	1,200	LF	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed, Above the Duct Bank or Conduit, Including Connections/Terminations	\$ 2 ⁵⁰	\$ 3,000 ⁰⁰
				<i>Two dollars fifty cents</i>		
1.06	L-108-5.5	24,000	LS	Removal of Existing L-824 Cable	\$.15	\$ 3,600 ⁰⁰
				<i>Fifteen cents</i>		
1.07	L-110-5.1	600	LF	Install Non-Encased Electrical Duct, One each 2-inch	\$ 10 ⁰⁰	\$ 6,000 ⁰⁰
				<i>Ten dollars</i>		
1.08	L-125-5.1	230	LS	Remove Existing L-861T(L) and L-830	\$ 10 ⁰⁰	\$ 2,300 ⁰⁰
				<i>Ten dollars</i>		
1.09	L-125-5.2	230	EA	Install New L-861T(L) and L-830	\$ 475 ⁰⁰	\$ 109,250 ⁰⁰
				<i>Four hundred seventy five dollars</i>		
1.10	L-125-5.3	2	EA	Replace Existing Lumacurve One Module Sign Electronics and L-830	\$ 1,600 ⁰⁰	\$ 3,200 ⁰⁰
				<i>One thousand six hundred dollars</i>		
1.11	L-125-5.4	11	EA	Replace Existing Lumacurve Two Module Sign Electronics and L-830	\$ 1,900 ⁰⁰	\$ 20,900 ⁰⁰
				<i>One thousand nine hundred dollars</i>		
1.12	L-125-5.5	14	EA	Replace Existing Lumacurve Three Module Sign Electronics and L-830	\$ 2,150 ⁰⁰	\$ 30,100 ⁰⁰
				<i>Two thousand one hundred fifty dollars</i>		
Subtotal					\$ 238,250 ⁰⁰	
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable						

BID SUMMARY

		Subtotal	
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable		\$ 238,250 ⁰⁰	
		TOTAL:	\$ 238,250 ⁰⁰

Notes:

- The Owner reserves the right to reject all bids.
- This is a unit price bid. The quantities shown are estimates. Payment will only be made for those quantities of work constructed and accepted as meeting the plans and specification requirements.
- Bidders must bid on all Bid Schedules. The Owner reserves the right to accept any one individual Bid Schedule, all Bid Schedules, or any combination of the Bid Schedules to closely match available funding. Funding availability will be considered in selecting the Bid Schedules to be awarded.

All extensions of the unit prices will be subject to verification by the Owner. In case of discrepancy between a unit price and its extension, the unit price will be considered to be the bid.

The Owner reserves the right to award any Bid Schedule or combination of Bid Schedules, therefore the Contractor must submit a bid for all Bid Schedules and associated Additive Alternates. Additive Alternate Bids will only be awarded if the corresponding schedule is awarded. The Owner reserves the right to select such bid schedule and alternate bids that, in its opinion, serve the best interest of the Owner.

Accompanying this Proposal is a (Certified Check/Bid Bond) in an amount not less than five percent (5%) of the total amount of bid, which it is agreed, shall be retained as liquidated damages by the City of Durant if the undersigned fails to execute the Contract and furnish bond as specified within ten (10) days after formal notification of award to the undersigned.

The undersigned agrees to begin work within ten (10) days after the work order is issued and complete the work within the following time schedule:

30 calendar days

Should the Contractor fail to fully complete the work within the above stated time, they shall pay the City of Durant, Oklahoma, as fixed, agreed and liquidated damages, and not as a penalty, the sum specified in subparagraph TIME FOR COMPLETION AND LIQUIDATED DAMAGES of section SPECIAL CONDITIONS of this specification, for each working day of delay until the work is completed or accepted, and the additional time is only to be allowed for delays as stipulated in the Contract Documents. Liquidated damages shall also be assessed at the same rate as specified in subparagraph TIME FOR COMPLETION AND LIQUIDATED DAMAGES of section SPECIAL CONDITIONS of this specification for phased construction as required by the plans.

The undersigned Bidder agrees that this bid may not be withdrawn for a period of one hundred twenty (120) days after the opening thereof.

Previous Contracts. Section 60-1.7 (b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee in Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor that participated in a previous contract subject to Executive Order 10925, 11114, or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

Bid or Proposal Form. To effectuate the foregoing requirements the sponsor is required to include in the bid or proposal form a statement of substantially as follows:

The Bidder (proposer) shall complete the following statement by checking the appropriate space.

The Bidder (proposer) has ☒ has not ☐ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (proposer)) has ☒ has not ☐ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Standard Form 100 is normally furnished to contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the Joint Reporting Committee, 1800 G Street, Washington, DC 20506.

Bidder shall provide the attached Contractor Debarment Review Certification with the sealed bid proposal.

System for Award Management (SAM) registration and a Unique Entity Identifier number is required for Prime contractors in order to be awarded contracts funded by the Federal Aviation Administration. Prior to bidding, vendors must obtain a 12-character alpha-numeric UEI number and complete SAM.gov registration through <https://sam.gov/content/entity-registration>. Proof of registration and UEI number must be provided in the bid submission.

BUY AMERICAN CERTIFICATE (JAN 1991)

By submitting a bid/proposal under this solicitation, except for those items listed by the offerer below or on a separate and clearly identified attachment to this bid/proposal, the offerer certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products or Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

A list of articles, materials, and supplies excepted from this provision is included in the Appendix.

Kim Wis
Witness

SEAL (If Bidder is a Corporation)



Submitted on July 14th, 2022

The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Date
NA

Addenda Number
NA

Note: Sign in ink. Do not detach. All items listed in the Unit Price Schedule must be bid upon.

Wise Electric Co.
Name of Bidder

By Ry Wi
(Signature)

Ryan Wise President
(Print Name and Title)

PO Box 1081
(Address)

Owasso, OK 74055
(City, State and Zip Code)

918-272-8844
(Phone Number)

MERCHANTS BONDING COMPANYTM

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Wise Electric Company

PO Box 1081

Owasso, OK 74055

OWNER:

(Name, legal status and address)

City of Durant

300 W. Evergreen

Durant, OK 74702

BOND AMOUNT: Five Percent of Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Durant Regional Airport - Taxiway Electrical Improvements - City Bid #C-2022-25

SURETY:

(Name, legal status and principal place
of business)

Merchants Bonding Company (Mutual)

A Corporation

2100 Fleur Drive, Des Moines, IA 50321-1158

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of July, 2022


(Witness)

Wise Electric Company

(Principal)

(Title)


(Seal) President


(Witness) Tom Perrault

Merchants Bonding Company (Mutual)

(Surety)

(Title) Jamie M. Burris, Attorney-in-Fact

(Seal)

CON 0657 (6/12)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010 edition.

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Bobby J Young; Carey Kenemer; Cathy Combs; Daniel A Woolsey; Deborah L Raper; Dwight A Pilgrim; Gary Liles; James Richardson; Jamie M Burris; John Kelly Deer; John McClellan; Kristin Lewis; Michael Bettlach; Randy D Webb; Shelli R Samsel; Stephen Poleman; Teresa A Smith; Travis E Brown; Vaughn Graham; Vaughn Graham Jr; Vicki Wilson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

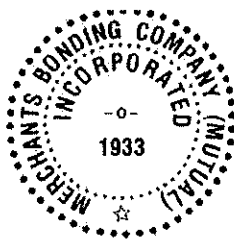
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 12th day of October, 2021.



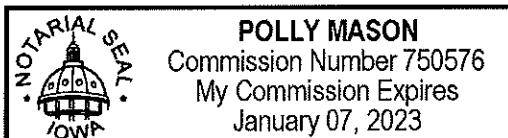
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 12th day of October 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

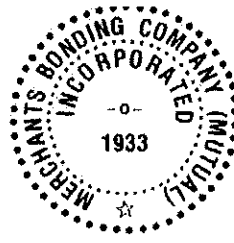


(Expiration of notary's commission does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of July, 2022.



William Warner Jr.
Secretary

POA 0018 (1/20)

STATEMENT OF QUALIFICATIONS

Wise Electric Co.

Bidder

PO Box 1081 Owasso, OK 74055

Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: Elk City Regional Airport
OWNER: City of Elk City ADDRESS 320 W. 3rd St. Elk City, OK
OWNER TELEPHONE NUMBER 580-225-7700
ENGINEER: Lochner ADDRESS 701 Cedar Lake Blvd OKC, OK
ENGINEER TELEPHONE NUMBER 405-748-6651
DATE STARTED Feb 2022 DATE COMPLETED: July 2022
APPROX. QUANTITIES OF MAJOR ITEMS: 67 RW Lights, 2 - 2Box
PAPI's, 1 Regulator, AWOS System
VALUE OF CONTRACT: 740,000⁰⁰

2. NAME OF PROJECT: Mignon Laird Municipal Airport
OWNER: City of Cheyenne ADDRESS PO Box 10 Cheyenne, OK
OWNER TELEPHONE NUMBER 580-497-2455
ENGINEER: Lochner ADDRESS 701 Cedar Lake Blvd OKC, OK
ENGINEER TELEPHONE NUMBER 405-748-6651
DATE STARTED Aug 2021 DATE COMPLETED: Sept. 2021
APPROX. QUANTITIES OF MAJOR ITEMS: 69 RW Lights

VALUE OF CONTRACT: 120,000

3. NAME OF PROJECT: Cordell Airport
OWNER: City of Cordell ADDRESS 101 E. Main Cordell, OK
OWNER TELEPHONE NUMBER 580-832-3825
ENGINEER: Lochner ADDRESS 701 Cedar Lake Blvd OKC, OK
ENGINEER TELEPHONE NUMBER 405-748-6651
DATE STARTED July 2021 DATE COMPLETED: Aug 2021
APPROX. QUANTITIES OF MAJOR ITEMS: 2-2 Box PAPI's, Beacon

VALUE OF CONTRACT: 100,000

4. NAME OF PROJECT: Okeene Airport - Christman Field
OWNER: City of Okeene ADDRESS 118 Madison Ave. Okeene, OK
OWNER TELEPHONE NUMBER 580-822-3035
ENGINEER: Lochner ADDRESS 701 Cedar Lake Blvd OKC, OK
ENGINEER TELEPHONE NUMBER 405-748-6651
DATE STARTED June 2021 DATE COMPLETED: July 2021
APPROX. QUANTITIES OF MAJOR ITEMS: 52 RW Lights

VALUE OF CONTRACT: 100,000

5. NAME OF PROJECT: Ponca City Regional Airport
OWNER: City of Ponca City ADDRESS 2231 Warming St. Ponca City, OK
OWNER TELEPHONE NUMBER 580-767-0429
ENGINEER: LBR ADDRESS 1802 Wright Dr. Stillwater, OK
ENGINEER TELEPHONE NUMBER 405-377-8276
DATE STARTED Nov. 2020 DATE COMPLETED: June 2021
APPROX. QUANTITIES OF MAJOR ITEMS: RW Lights, 2-4 Box PAPI's,
Signs, TW Lights, In Pavement Lights
VALUE OF CONTRACT: 760,000

6. NAME OF PROJECT: Alva Airport
OWNER: City of Alva ADDRESS 2815 College Blvd Alva, OK
OWNER TELEPHONE NUMBER 580-327-2898
ENGINEER: Parkhill ADDRESS OKC
ENGINEER TELEPHONE NUMBER 405-832-9903
DATE STARTED Jan 2021 DATE COMPLETED: Feb 2021
APPROX. QUANTITIES OF MAJOR ITEMS: Install New DDAL System

VALUE OF CONTRACT: 200,000

Contractor may attach additional project summaries and/or references for consideration by the Owner.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The following bid conditions apply to this potential Federal Aviation Administration (FAA) assisted contract. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these bid conditions.

- (1) DEFINITION - Disadvantaged Business Enterprise (DBE) as Used in this Contract shall have the same meaning as defined in 26.5 of Subpart A to 49 CFR Part 26.
- (2) POLICY - It is the policy of FAA that DBE's as defined in 49 CFR Part 26 shall have the *equal* opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
- (3) DBE OBLIGATION - The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the *equal* opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. *In this regard all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FAA assisted contracts.*
- (4) COMPLIANCE - All bidders, potential Contractors, or subcontractors for this FAA assisted contract are hereby notified that failure to carry out the FAA policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner.
- (5) SUBCONTRACT CLAUSE - All bidders and potential Contractors hereby assure that they will include the above clauses in all subcontracts which offer further subcontracting opportunities.
- (6) CONTRACT AWARD - Bidders are hereby advised that meeting DBE subcontract goals or making an acceptable good faith effort to meet such goals are conditions of being awarded this FAA assisted contract.

The Owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the goals for DBE participation or, if failing to meet the goals, he has made an acceptable good faith effort to meet the established goals for the DBE participation. Bidder is advised that the Owner reserves the right to reject any or all bids submitted.

- (7) DBE PARTICIPATION GOAL - The attainment of goals established for this contract is to be measured as a percentage of the total dollar value of the contract. The goals established for this contract are as follows:

a. The percent to be performed by DBE's is seven and one-half percent (7.5%).

- (8) AVAILABLE CERTIFIED DBE'S - The Owner has developed a DBE Program and DBE Directory as required by 49 CFR Part 26. For this contract, the Owner will accept as certified, *those* DBE firms which are identified by the Small Business Administration (SBA) . as 8 (a) firms and those firms which are currently certified by other Federal Aviation Administration (FAA) agencies. Firms which desire certification which do not meet the SBA or other FAA agencies previous certification: criteria are required by the Owner to complete the FAA recommended *application documents in their entirety* before they can be certified for this contract. Copies of the *application documents* may be obtained from Owner. The act of simply filling out the *application documents* does not mean automatic certification by the Owner. The rules and procedures of 49 CFR Part 26 shall govern the certification process of the Owner.

- (9) CONTRACTOR'S REQUIRED SUBMISSION - The owner requires the submission of the following information with the bid. Certain other DBE information may also be required.

DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue
Airport Lighting Systems 651 Industrial Blvd Greenville, TX 76051 DBE	Supplier	68,938 ⁷⁸	

WOMEN SUBCONTRACTS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue

OTHER DISADVANTAGED SUBCONTRACTORS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue

*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged)

Total Bid (1)

\$ 238,250⁰⁰

Total DBE Value (2)

\$ 41,363²⁷

Total DBE percent (2)/(1)

17 %

If the Contractor fails to meet the DBE subcontract goals established in paragraph 7 above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable), as well as the DBE information, should be submitted as specified in Paragraph 9 above.

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in *Appendix A to 49 CFR Part 26, and Subpart 26.53 a-f revised as of February 2, 1999.*

A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in Appendix A are as follows:

- a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the *recipient* to inform DBE's of contracting and subcontracting opportunities;
- b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
- d. Whether the contractor followed up initial solicitations of interest by contracting DBE's to determine with certainty whether the DBE's were interested;
- e. Whether the contractor selected portions of work to be performed by DBE's in

order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

- f. Whether the contractor provided interested DBE's with adequate information about the plans specifications, and requirements of the contract,
- g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation-of their capabilities;
- h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor; and
- i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

- (10) CONTRACTOR ASSURANCE - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR pat 26 in the award and administration of FAA assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- (11) PROMPT PAYMENT - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of this contract no later than 30 days from the receipt of each payment the prime contractor received from the City of Durant. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay of postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Durant. This clause applies to both DBE and non-DBE subcontractors.

The Bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

Name of Bidder: Wise Electric Co.

IRS Number: 73-1488481

By: Ry Wu

Title: President

Date: 7-14-22

CITY OF DURANT, OK

CONTRACTOR DEBARMENT REVIEW CERTIFICATION

(Must be submitted with SEALED bid)

City of Durant, OK	Airport Electrical	C-2022-25 Taxiway Lighting
<i>Owner</i>	<i>Project Type</i>	<i>Project Number</i>

All _____ project prime contractors are required to have:

1. Current Unique Entity Identifier (UEI) number.
2. Proof of Current SAM.gov registration at <https://sam.gov/content/entity-registration>

This certification is required per 2 CFR § 180.300 regulations relating to Debarment and Suspension.

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective shall attach an explanation to this proposal.

Certified by:

Ryan Wise - President
Name & Title (Please Print)

7-14-22
Date

Ry W.
Signature

7-14-22
Date

UWQVL3NLEEG4 Wise Electric Co PO Box 1081 Owasso, OK 74055
UEI Number *Company Name and Address*

June 2022



Register Entity

Core Data

Assertions

Representations and
Certifications

Points of Contact

Small Business Certification

Submit Registration

 Entity Review

 Confirmation Page

Submit Registration

WISE ELECTRIC CO

Confirmation Page

Unique Entity ID: UWKVL3NLEEG4

Registration Submitted - Confirmation

Wed Jul 13 16:01:36 EDT 2022

You successfully submitted your entity registration. This registration record will remain in Submitted status until all external validations are complete. This process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration.

What happens next?

- 1 If you provided a Taxpayer Identification Number (TIN), the Internal Revenue Service (IRS) will conduct a validation of your TIN and Taxpayer Name. This could take two business days. You will get an email from @sam.gov when that review is complete.
- 2 Your registration will then be sent to the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Code system for assignment or validation of your CAGE Code. This also is a FREE service. This step averages two business days, but the DLA CAGE team can take up to ten business days, or longer, in peak periods. You will get an email from @sam.gov when that review is complete.
- 3 If the DLA CAGE team has any questions, they will contact the individual you listed as the Government Business Point of Contact (POC) via email. The email will come from an @dla.mil address. Please tell your Government Business POC to respond right away to any requests from an @dla.mil email. If a timely response is not received, your registration will be returned to SAM and your registration status changed to Work in Progress. You will have to resubmit and provide the requested information to DLA CAGE to continue.
- 4 You will get an email from @sam.gov when your registration passes these external validations and becomes Active. While you are waiting, select Check Status on the SAM.gov homepage to see where your registration is in the review process.
- 5 Remember, it is FREE to register and maintain your registration in SAM. If you get an email from any address that does not end in .gov or .mil, be cautious. If you get an email, text message, or phone call asking for money or payment of any amount, be very cautious. These parties do not represent the U.S. government. You engage third party vendors at your own risk.
- 6 You can get FREE help with your registration by contacting our supporting [Federal Service Desk \(FSD\)](#). In addition, if you are located in the U.S. and its outlying areas, you can get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Check the [PTAC website](#) to locate your closest PTAC.

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Buy American Certification

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Certificate of Buy American Compliance for Manufactured Products (Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States; or
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic products.
- 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b).

By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- 1. To submit to the Owner with 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination and may result in rejection of the proposal.
- 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- 4. To furnish US domestic product for any waiver request that the FAA rejects.

BA-1

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver - Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 waiver is:

- a) Detailed cost information for total project using US domestic product.
- b) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

7-14-22

Date

Bull

Signature

Wile Electric Co.

Company Name

President

Title

DURANT REGIONAL AIRPORT
TAXIWAY ELECTRICAL IMPROVEMENTS

DURANT NO. C-2022-25 Taxiway Lighting

BID OPENING
CITY HALL
Thursday, July 14th, 2022

Name	Company	Phone	Email
1. Richard Hoyt	Libra Electric	405-202-6046	richardhoyt@libraelectric.net
2. Donald Deicke	TGE	918-446-6626	branda@tgetusa.com
3. Ryan Wise	Wise Electric	918-272-8844	Ryan@wiseelectric.co.com
4. Cliff Anderson	EDS	580-319-6985	cliff@edsselectric.com
5. Rebecca Payne	City of Durant	580-931-6623	rebecca@durant.org
6. James Burton	City of Durant	580-931-6649	jburton@durant.org
7.			
8.			
9.			
10.			

**DURANT REGIONAL AIRPORT
TAXIWAY ELECTRICAL IMPROVEMENTS**

OWNER: City of Durant, OK

LOCATION: Durant, Oklahoma

DURANT NO. C-2022-25 Taxiway Lighting

BID OPENING: Thursday, July 14, 2022; 2:00 p.m.

	CONTRACTOR	TOTAL AMOUNT BID
1.	EPS	256,200
2.	LIBRA ELECTRIC	269,000
3.	3RD GENERATION ELECTRICAL	367,400
4.	WISE ELECTRIC	238,250
5.		

Required Documents:

1. Bid Proposal, Addendum No. 4 page(s) PR 1-6 (Including Contractor Debarment Certificate)
2. Bid Bond (Bond or Cashier Check) in the amount of 5% of Bid with BB-1 and BB-2.
3. Contractor's Statement of Qualification Statement, page(s) SQ-1-3
4. Disadvantaged Business Enterprise Form DBE 1-4

DURANT, OKLAHOMA DURANT REGIONAL AIRPORT TAXIWAY ELECTRICAL IMPROVEMENTS

CITY BID No. (OR OTHER #, IF REQUIRED) CITY BID ##

INDEX OF SHEETS	
SHEET NUMBER	SHEET TITLE
GENERAL	
G01	COVER SHEET
G02	PROJECT NOTES AND SUMMARY OF QUANTITIES
G03	CONSTRUCTION SAFETY PHASING PLAN I
G04	CONSTRUCTION SAFETY PHASING PLAN II
CIVIL	
C01	PROJECT LAYOUT
C02	PHASING PLANS - PHASE 1 AND 2
C03	PHASING AND SAFETY DETAILS
ELECTRICAL	
E-001	ELECTRICAL LEGEND
E-301	DEMOLITION PLAN I
E-302	DEMOLITION PLAN II
E-401	PROPOSED ELECTRICAL LAYOUT PLAN I
E-402	PROPOSED ELECTRICAL LAYOUT PLAN II
E-403	PROPOSED ELECTRICAL LAYOUT PLAN III
E-601	ELECTRICAL DETAILS

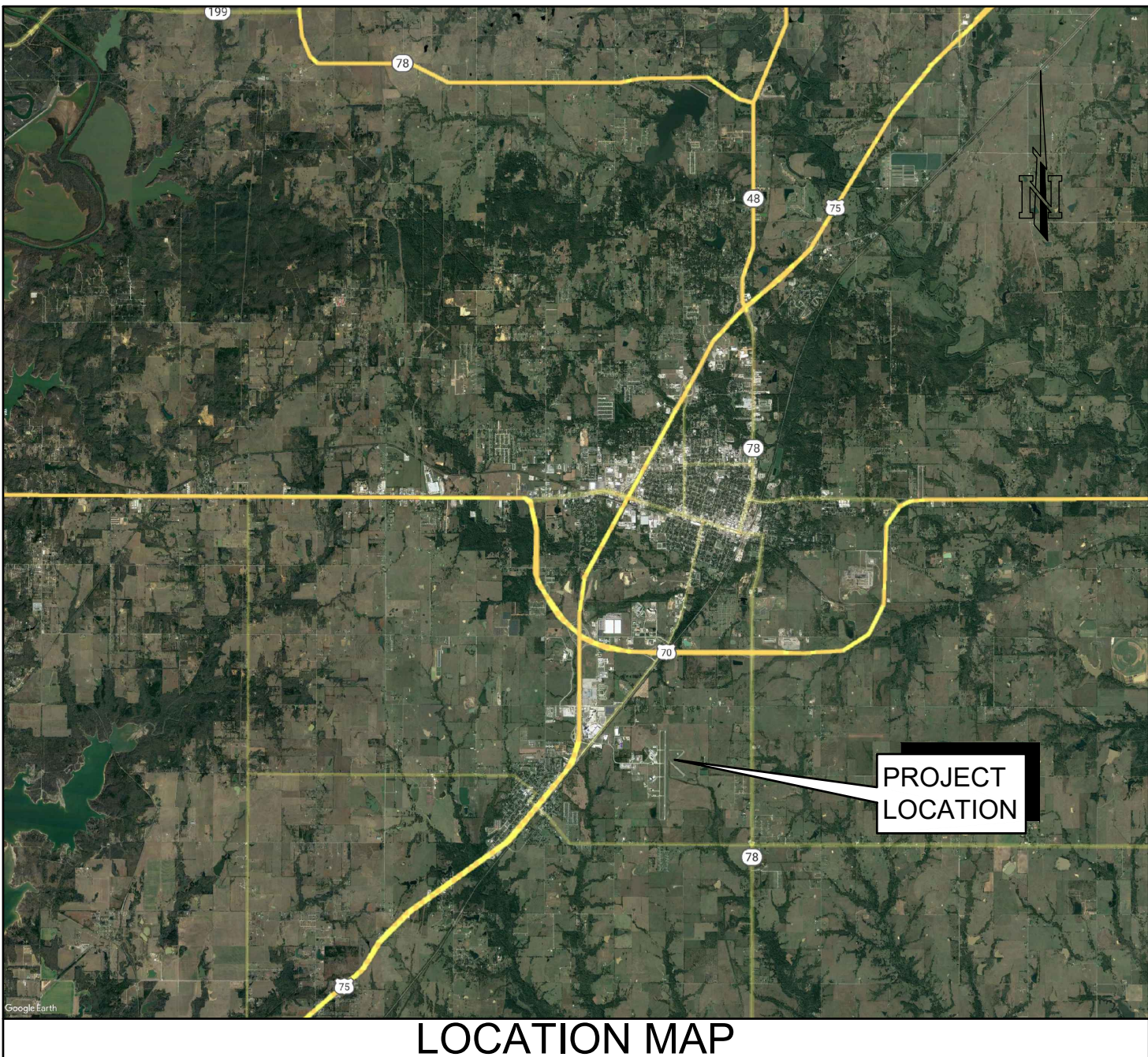
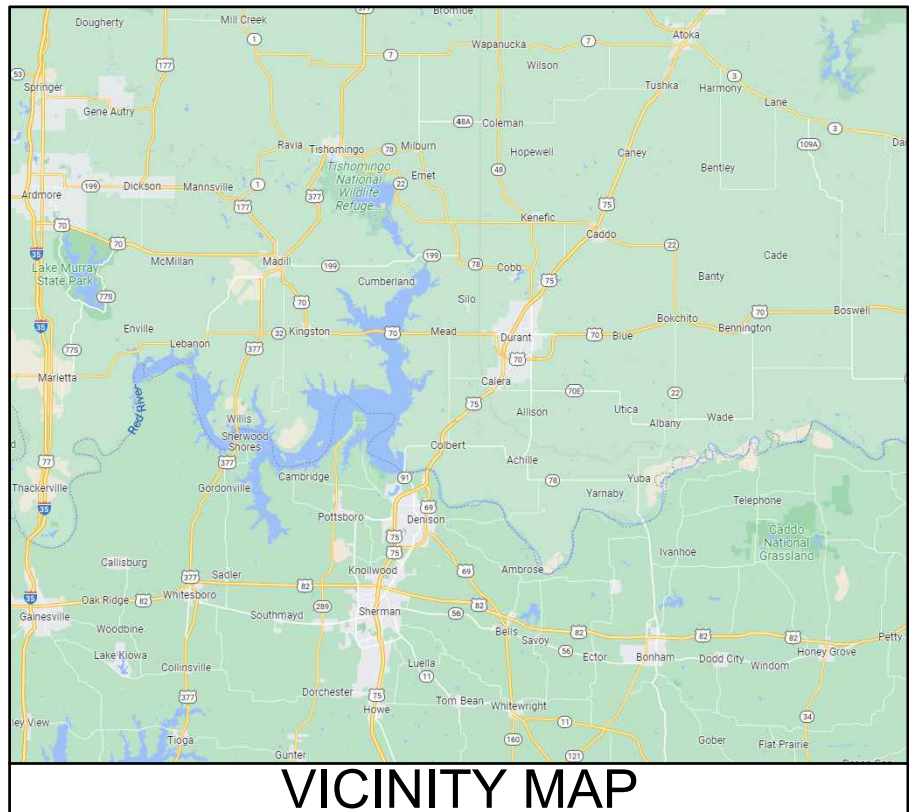
MAY 2022

DURANT AIRPORT AUTHORITY

ODEN GRUBE- CHAIRMAN
STEVE BRITTINGHAM- TRUSTEE
HUMPHREY MILLER- TRUSTEE
CURTIS MORRIS- TRUSTEE

CITY OF DURANT

JOHN DEAN- CITY MANAGER
JAMES DALTON- ASSISTANT CITY MANAGER
JOHN WYATT- AIRPORT MANAGER



RECOMMENDED BY:

KSA
CA REGISTRATION No. 2175

ADAM MARSH, P.E.
PROJECT MANAGER
SHEETS G01-G04, C01-C03

MATTHEW L. MOORE, P.E.
ELECTRICAL ENGINEER
SHEETS E-001, E-301, E-302, E-401-E-403, E-601

This document is released for the purpose of interim review under the authority of Adam Marsh, P.E., 25788, on 5/31/2022. It is not to be used for construction, bidding, or permit purposes.

DATE

This document is released for the purpose of interim review under the authority of Matthew L. Moore, P.E., 33263, on 5/31/2022. It is not to be used for construction, bidding, or permit purposes.

DATE

KSA

2720 Washington Dr., Suite 120
Norman, Oklahoma 73069
T. 405-233-3676 F. 888-224-9418
www.ksaeng.com

GENERAL:

3. THE TERM "CITY" USED THROUGHOUT THE PLANS AND SPECIFICATIONS SHALL REFER TO THE CITY OF DURANT, OKLAHOMA.
2. THE TERM "AIRPORT" USED THROUGHOUT THE PLANS AND SPECIFICATIONS SHALL REFER TO THE DURANT REGIONAL AIRPORT. THE TERM "AIRPORT" SHALL ALSO BE INTERPRETED TO MEAN "AIRPORT MANAGEMENT AND / OR OPERATIONS STAFF".
3. THE TERM "OWNER" USED THROUGHOUT THE PLANS AND SPECIFICATIONS SHALL REFER TO THE CITY OF DURANT. THE TERM "OWNER" SHALL ALSO BE INTERPRETED TO MEAN "OWNER'S REPRESENTATIVE". THE TERM "OWNER" MAY ALSO BE USED INTERCHANGEABLY WITH THE TERM "CITY" AND / OR "AIRPORT", AS APPLICABLE.
4. THE AIR OPERATIONS AREA (AOA) IS DEFINED AS ALL AREAS OF THE AIRPORT INSIDE THE PERIMETER FENCE AND INCLUDES, BUT IS NOT LIMITED TO, APRONS, TAXIWAYS, RUNWAYS, AND RUNWAY AND TAXIWAY SAFETY AREAS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING HIS OWN PROJECT OFFICE, TOILET FACILITIES, EQUIPMENT, SUPPLIES, AND OTHER INCIDENTALS AND / OR FACILITIES NECESSARY FOR WORK ON THE PROJECT. THE OWNER WILL NOT PROVIDE FACILITIES TO THE CONTRACTOR DURING CONSTRUCTION.
6. ALL EQUIPMENT REQUIRED TO COMPLETE THE PROJECT SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS OF THE PROJECT.
7. THE CONTRACTOR SHALL VIDEO AND / OR PHOTOGRAPH THE ENTIRE WORK AREA AND SURROUNDING AREAS AFTER THE PRE-CONSTRUCTION MEETING AND PRIOR TO MOBILIZATION OF PERSONNEL AND EQUIPMENT. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH ONE COPY OF THE PICTURE(S) AND / OR VIDEO(S) TAKEN. THIS DOCUMENTATION SHALL BE USED TO DETERMINE THE AMOUNT OF DAMAGE, IF ANY, CAUSED TO EXISTING FACILITIES (PAVEMENT, UTILITIES, BUILDINGS, ETC.) BY THE CONTRACTOR AND THE QUALITY OF CONSTRUCTION WHICH SHALL BE REQUIRED FOR THE REPAIRS.
8. WORK SHALL BE ACCOMPLISHED BETWEEN THE HOURS OF 7 A.M. CST TO 6 P.M. CST, MONDAY THROUGH FRIDAY, UNLESS OTHERWISE APPROVED BY THE OWNER.
9. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL HORIZONTAL AND VERTICAL CONSTRUCTION STAKING AS REQUIRED FOR THE PROJECT DEVELOPMENT. CONSTRUCTION STAKING SHALL BE PERFORMED BY THE CONTRACTOR AND SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS OF THE PROJECT.
10. CONSTRUCTION ACCESS AND HAUL ROUTES
 - A. ACCESS TO THE JOB SITE SHALL BE THROUGH DESIGNATED ROUTES AS SHOWN ON THE PLANS.
 - B. ACCESS ROUTES FOR EACH CONSTRUCTION PHASE WILL BE COORDINATED WITH THE OWNER. ACCESS ROUTES DEPICTED ON THE PLANS ARE PRELIMINARY ONLY AND ARE SUBJECT TO APPROVAL AND ADJUSTMENT BY THE OWNER.
 - C. THE PAVEMENTS ON THE ACCESS ROUTES MAY NOT SUPPORT LOADS IMPOSED BY CONSTRUCTION EQUIPMENT OR VEHICLES. THE CONTRACTOR SHALL LIMIT LOADS AS NECESSARY TO PREVENT DAMAGE OR SHALL INCLUDE IN HIS BID ADEQUATE BUDGET TO REPAIR DAMAGE TO THE PAVEMENT.
 - D. AIRCRAFT SHALL ALWAYS HAVE RIGHT OF WAY.
 - E. CONTRACTOR EMPLOYEE PARKING SHALL BE DESIGNATED BY THE OWNER.
 - F. CONSTRUCTION EQUIPMENT AND VEHICLES SHALL NOT EXCEED 15 MPH WITHIN THE AIRPORT PROPERTY.
11. CONSTRUCTION EQUIPMENT AND VEHICLES SHALL TRAVEL A MINIMUM AMOUNT ON PAVEMENTS SO THAT THE PAVEMENT AREAS WILL NOT BE DAMAGED.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE, AS COMPARED TO PRE-CONSTRUCTION CONDITIONS, CAUSED BY THE CONTRACTOR TO ANY EXISTING FACILITIES (PAVEMENTS, UTILITIES, BUILDINGS, ETC.) WHICH WERE NOT DESIGNATED FOR RECONSTRUCTION OR REPLACEMENT. ALL REPAIRS MUST BE MADE TO EQUAL OR BETTER QUALITY AND IN COMPLIANCE WITH THE OWNER, TXDOT, AND / OR FAA REQUIREMENTS - THE STRICTEST OF WHICH WILL APPLY. ALL REPAIR AND REPLACEMENT COSTS FOR DAMAGED FACILITIES SHALL BE AT THE EXPENSE OF THE CONTRACTOR.
13. THE CONTRACTOR SHALL MAINTAIN A CLEAN CONSTRUCTION WORK AREA. THE CONTRACTOR SHALL PERFORM CLEANUP OPERATIONS ON A DAILY BASIS.
14. THE CONTRACTOR SHALL PREPARE A FOREIGN OBJECT DEBRIS (FOD) PLAN THAT, AT MINIMUM, WILL INCLUDE A MOTORIZED MECHANICAL SWEEPER THAT SHALL REMAIN ONSITE DURING ALL CONSTRUCTION OPERATIONS ON OR ADJACENT TO PAVEMENTS. THE FOD PLAN SHALL BE PROVIDED BY THE CONTRACTOR AT THE PRE-CONSTRUCTION MEETING AND SHALL BE EXPLAINED BY THE CONTRACTOR TO THE MEETING ATTENDEES. THE FOD PLAN IS SUBJECT TO APPROVAL BY THE OWNER. THE FOD PLAN AND ASSOCIATED DAILY ACTIVITIES SHALL BE COORDINATED WITH THE OWNER.
15. IT IS IMPERATIVE THAT A FIRM SUBGRADE BE MAINTAINED IN THE PAVEMENT CONSTRUCTION AREAS AT ALL TIMES. THE CONTRACTOR SHALL SHAPE THE SUBGRADE TO DRAIN AND SHALL PROVIDE, MAINTAIN, AND OPERATE PORTABLE PUMPS AS NECESSARY TO PREVENT THE PONDING OF WATER ON THE SUBGRADE OR BASE COURSE. PUMPING SHALL COMMENCE AS SOON AS POSSIBLE FOLLOWING THE COMPLETION OF A RAINSTORM.
16. NO TRENCHES IN ACTIVE RUNWAY AND TAXIWAY SAFETY AREAS SHALL REMAIN OPEN OVERNIGHT OR WHEN THE CONTRACTOR FINISHES WORK FOR THE DAY IN THE AREA. TRENCHES NOT BACKFILLED SHALL BE COVERED WITH STEEL PLATES TO ALLOW SAFE PASSAGE BY AIRCRAFT ACROSS THE TRENCH, IF APPROVED BY THE AIRPORT MANAGEMENT.
17. THE CONTRACTOR SHALL PROVIDE PORTABLE HAND-HELD 2-WAY RADIOS (AVIATION BAND) SET TO A PREDETERMINED FREQUENCY ALLOWING FLAGMEN, SUPERINTENDENTS, AND THE RPR TO KEEP IN CONSTANT CONTACT WITH THE AIR TRAFFIC CONTROL TOWER. THE CONTRACTOR SHALL MAINTAIN ALL RADIOS THROUGHOUT THE DURATION OF THE PROJECT. AT THE END OF CONSTRUCTION THE RPR SHALL RETURN THE RADIO SET TO THE CONTRACTOR. MONITOR DURANT REGIONAL GROUND CONTROL ON 123.05 FROM 6 A.M. TO 10 P.M. MONITOR THE COMMON TRAFFIC ADVISORY FREQUENCY ON 123.05 AFTER HOURS.
18. IT IS THE INTENT OF THESE PLANS TO MINIMIZE INTERFERENCE TO AIRCRAFT MOVEMENT; THEREFORE, IN ACTIVE PORTIONS OF THE AOA AIRCRAFT MOVEMENT SHALL HAVE THE RIGHT-OF-WAY.
19. AIRPORT SECURITY IS OF UTMOST IMPORTANCE. THE CONTRACTOR SHALL SUPPLY HIS OWN LOCK FOR ACCESS GATES, AND SHALL KEEP THE GATES LOCKED OR GUARDED AT ALL TIMES, EXCEPT FOR THE BRIEF PERIOD REQUIRED FOR PASSAGE OF AUTHORIZED VEHICLES OR EQUIPMENT.
20. FLAG MEN OR ESCORTS WILL BE REQUIRED TO DIRECT THE CONTRACTOR'S TRUCKS AND EQUIPMENT WHICH ARE OPERATING ON ACTIVE PORTIONS OF THE AOA.
21. ALL WORK SHALL BE IN ACCORDANCE WITH AC 150/5370-2G, "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".
22. GENERAL SAFETY REQUIREMENTS: DURING PERFORMANCE OF THIS CONTRACT, THE AIRPORT RUNWAYS, TAXIWAYS, AND AIRCRAFT PARKING APRONS SHALL REMAIN IN USE BY AIRCRAFT TO THE MAXIMUM EXTENT POSSIBLE. AIRCRAFT USE OF AREAS NEAR THE CONTRACTOR'S WORK WILL BE CONTROLLED TO MINIMIZE DISTURBANCE TO THE CONTRACTOR'S OPERATION. THE CONTRACTOR SHALL NOT ALLOW HIS/HER EMPLOYEES, SUBCONTRACTOR'S SUPPLIERS, OR ANY PERSON OVER WHO HE/SHE HAS CONTROL TO ENTER OR REMAIN IN ANY PART OF THE AIRPORT WHICH WOULD BE HAZARDOUS TO PERSONS OR TO AIRCRAFT OPERATIONS. WHENEVER AIRCRAFT OPERATIONS REQUIRE, THE ENGINEER MAY ORDER THE CONTRACTOR TO SUSPEND OPERATIONS, MOVE PLANT, PERSONNEL, EQUIPMENT, AND MATERIALS TO A SAFE LOCATION AND STAND BY UNTIL AIRCRAFT USE IS COMPLETED.
23. CONTRACTOR SHALL NOTIFY THE RPR AT LEAST 72 HOURS BEFORE ANY NOTAMS ARE REQUIRED. RPR WILL THEN COORDINATE WITH AIRPORT MANAGEMENT TO ENSURE NOTAMS ARE PUBLISHED APPROPRIATELY. ALL OPENINGS AND CLOSURES OF PORTIONS OF THE AOA OR RESTRICTIONS ON AIRPORT OPERATIONS SHALL BE INITIATED AND CANCELED BY THE OWNER.

24. CONSTRUCTION WORKERS WILL NOT BE ALLOWED TO ESTABLISH OVERNIGHT RESIDENCE ON THE PREMISES. ALL CONSTRUCTION WORKERS SHALL LEAVE THE CONSTRUCTION SITE AT THE END OF THEIR WORK PERIOD.
25. WORK CANNOT COMMENCE IN EACH PHASE UNTIL:
 - A. SUFFICIENT BARRICADES ARE IN PLACE TO CONFINE THE WORK AREA AND CREATE A BARRIER BETWEEN AIRCRAFT AND VEHICLE MOVEMENT AREAS AND THE CONSTRUCTION AREA.
 - B. ALL SAFETY EQUIPMENT FOR PERSONNEL AND CONSTRUCTION EQUIPMENT IS IN PLACE AND OPERABLE.
 - C. ALL NOTAM'S ARE ACTIVE.
26. WEEKLY PROGRESS MEETINGS ARE MANDATORY. THE DAY OF THE WEEK FOR THESE MEETINGS MAY BE DETERMINED BY AGREEMENT BETWEEN THE AIRPORT MANAGEMENT, THE RPR AND THE CONTRACTOR. THESE MEETINGS SHALL BE CONDUCTED BY THE RPR.
27. EACH WEEK THE CONTRACTOR SHALL SUBMIT HIS CONSTRUCTION WORK SCHEDULE TO THE ENGINEER, PROJECTING HIS UPCOMING WORK FOR THE NEXT THREE WEEKS. THE ENGINEER, AIRPORT MANAGEMENT, AIR TRAFFIC CONTROL TOWER REPRESENTATIVE AND RESIDENT PROJECT REPRESENTATIVE SHALL REVIEW THIS PLAN WEEKLY WITH THE CONTRACTOR SO THAT INVOLVED PARTIES ARE AWARE OF UPCOMING CONSTRUCTION EVENTS.
28. INTERIM PROJECT SCHEDULES SHALL BE PROVIDED ON THE FIRST OF EACH MONTH AND INCLUDE:
 - A. ORIGINAL BASELINE
 - B. UPDATE TO CURRENT CONSTRUCTION ACTIVITY.
 - C. ADJUSTED CRITICAL PATH, AND TAXIWAY SHUTDOWN DATES TO BE CLEARLY NOTED.
29. THE CONTRACTOR'S PROJECT SUPERINTENDENT SHALL PARTICIPATE IN A COORDINATION MEETING WITH AIRPORT MANAGER, CONTROL TOWER PERSONNEL, AND RPR PRIOR TO COMMENCEMENT OF EACH PHASE.
30. THE CONTRACTOR'S PROJECT SUPERINTENDENT SHALL PARTICIPATE IN A PAVING CONFERENCE TO BE HELD PRIOR TO PLACING THE TEST STRIP.
31. THE CONTRACTOR'S PROJECT SUPERINTENDENT OR OTHER SUPERVISORY PERSONNEL MUST BE ON SITE DURING ALL WORK ACTIVITIES BY EITHER THE CONTRACTOR'S PERSONNEL OR BY ANY SUB-CONTRACTOR.
32. ALL CORRESPONDENCE WITH THE AIRPORT WILL BE MADE THROUGH THE RPR. THE RPR SHALL BE THE POINT OF CONTACT FOR THE CONTRACTOR ON ALL NOTAMS OR OTHER COMMUNICATION.

CONTRACTOR'S STAGING / STORAGE AREA, STOCKPILE AREA, AND DISPOSAL AREAS:

1. STOCKPILES, STAGING / STORAGE AREAS, AND / OR DISPOSAL AREAS SHALL BE AS SHOWN IN THE PLANS, OR AS ADJUSTED IN THE FIELD AND COORDINATED WITH THE OWNER. THESE AREAS SHALL NOT CREATE ANY PONDING OF WATER OR ALTER DRAINAGE PATTERNS OF THE AIRPORT PROPERTY. IF REQUIRED THE CONTRACTOR SHALL PLACE TEMPORARY EROSION CONTROL FENCING AROUND TOPSOIL STOCKPILES TO AVOID SILTING BEYOND THE VICINITY OF THE STOCKPILE.
2. STOCKPILES, STAGING / STORAGE AREAS, AND / OR DISPOSAL AREAS WILL NOT BE PLACED WITHIN ANY WATER OF THE UNITED STATES, INCLUDING WETLANDS, WATERBODIES, AND STREAM BEDS. THESE AREAS SHALL BE CONSTRUCTED IN A MANNER TO PROHIBIT THE RUNOFF OF POLLUTANTS AND CONTROL SILT / SEDIMENT MOVEMENT. ALL WATERWAYS SHALL BE CLEARED AS SOON AS PRACTICAL OF TEMPORARY EMBANKMENTS, TEMPORARY BRIDGES, MATTING, FALSEWORK, PILING, DEBRIS OR OTHER OBSTRUCTIONS PLACED DURING CONSTRUCTION OPERATIONS THAT ARE NOT PART OF THE FINISHED WORK.
3. ACCESS TO THE JOB SITE SHALL BE AS SHOWN IN THE PLANS, OR AS ADJUSTED IN THE FIELD AND COORDINATED WITH THE OWNER AND THE OWNER.
4. ALL WASTE AND / OR SPOIL MATERIALS SHALL BE DISPOSED OF OFF AIRPORT PROPERTY BY THE CONTRACTOR IN A LICENSED LANDFILL, UNLESS OTHERWISE NOTED.

UTILITIES:

1. THE CONTRACTOR SHALL ANTICIPATE ALL UNDERGROUND OBSTRUCTIONS SUCH AS, BUT NOT LIMITED TO, WATER MAINS, GAS LINES, STORM AND SANITARY SEWERS, TELEPHONE, ELECTRIC LIGHT, OR POWER DUCTS, CONCRETE, AND DEBRIS. ANY SUCH LINES OR OBSTRUCTIONS INDICATED IN THE PLANS SHOW ONLY THE APPROXIMATE LOCATIONS AND SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR. THE OWNER AND ENGINEER HAVE ENDEAVORED IN THESE PLANS TO FAMILIARIZE THE CONTRACTOR WITH ALL KNOWN UTILITIES AND OBSTRUCTIONS, BUT THIS SHALL NOT RELIEVE THE CONTRACTOR FROM FULL RESPONSIBILITY IN ANTICIPATING ALL UNDERGROUND OBSTRUCTIONS, WHETHER OR NOT SHOWN IN THE PLANS.
2. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES INVOLVED TO HAVE THEIR UTILITIES LOCATED AND MARKED IN THE FIELD. ALL UNDERGROUND UTILITIES SHALL THEN BE UNCOVERED BY THE CONTRACTOR TO VERIFY LOCATION AND ELEVATION PRIOR TO COMMENCING CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY OWNER IF A UTILITY INSPECTOR MUST BE ON SITE WHEN LOCATING OR EXCAVATING NEAR UTILITIES. THIS SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS OF THE PROJECT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING UP HIS OWN WATER SOURCES WITH THE CITY. ALL CONSTRUCTION WATER WILL BE METERED BY THE CITY-OWNED METERS AND ONLY THOSE METERS. THE CONTRACTOR WILL BE RESPONSIBLE FOR PAYING ALL RELATED FEES TO THE CITY.
4. AT HIS OWN EXPENSE, THE CONTRACTOR SHALL MAINTAIN IN PROPER WORKING ORDER AND WITHOUT INTERRUPTION OF SERVICE ALL EXISTING UTILITIES AND SERVICES WHICH MAY BE ENCOUNTERED IN THE WORK. WITH THE CONSENT OF THE UTILITY OWNER, SUCH SERVICE CONNECTIONS MAY BE TEMPORARILY INTERRUPTED TO PERMIT THE CONTRACTOR TO REMOVE DESIGNATED LINES OR TO MAKE TEMPORARY CHANGES IN THE LOCATIONS OF SERVICES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING INSPECTIONS, AS NECESSARY, OF ANY UTILITY WORK BY THE UTILITY OWNER THROUGHOUT THE PROJECT.

ENVIRONMENTAL NOTES:

1. IN THE EVENT THAT UNANTICIPATED ARCHEOLOGICAL DEPOSITS ARE ENCOUNTERED DURING CONSTRUCTION, WORK IN THE IMMEDIATE AREA WILL CEASE AND THE OWNER WILL CONTACT PROFESSIONAL ARCHEOLOGISTS TO INITIATE POST-REVIEW/ DISCOVERY PROCEDURES UNDER THE PROVISIONS OF 36 CFR 800.13.
2. IN THE EVENT THAT UNANTICIPATED HAZARDOUS MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, WORK IN THE IMMEDIATE AREA WILL CEASE, AND THE OWNER SHALL BE NOTIFIED.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND RESTRICTIONS FOR SERVICING AND MAINTAINING EQUIPMENT AND DISPOSAL OF USED LUBRICANTS, ETC.
4. ANY HAZARDOUS WASTE SPILLS SHALL BE IMMEDIATELY REPORTED TO THE OWNER.

5. THE FEDERAL MIGRATORY BIRD TREATY ACT (MBTA) (16 USC §703-711), 50 CFR 10, AND FISH AND GAME CODE §3503 §3513, AND §3800, PROTECT MIGRATORY AND NON-GAME BIRDS, THEIR OCCUPIED NESTS, AND THEIR EGGS. IN THE EVENT THAT MIGRATORY BIRDS ARE ENCOUNTERED ONSITE DURING PROJECT CONSTRUCTION FROM FEBRUARY 15 TO OCTOBER 1, THE CONTRACTOR MUST TAKE REASONABLE CARE TO AVOID IMPACTS TO PROTECTED BIRDS, THEIR OCCUPIED NESTS, AND THEIR EGGS. WHEN MIGRATORY BIRD NESTS ARE DISCOVERED THAT MAY BE ADVERSELY AFFECTED BY CONSTRUCTION ACTIVITIES, OR WHEN A BIRD IS FOUND INJURED OR KILLED AS A RESULT OF CONSTRUCTION ACTIVITY, IMMEDIATELY STOP WORK WITHIN 50 FEET OF THE NEST OR BIRD AND NOTIFY THE OWNER.
- A. IF THERE IS A BURROWING OWL ON THE NEST, AND THAT OWL DOES NOT LEAVE THE NEST WHEN APPROACHED, ASSUME THERE ARE EGGS OR CHICKS IN THE HOLE REGARDLESS OF THE TIME OF YEAR. NO WORK MAY OCCUR WITHIN 100 FEET OF AN ACTIVE NEST. THE ACTIVE NEST(S) MUST BE PROTECTED BY ORANGE MESH SAFETY FENCING.

DEMOBILIZATION NOTES:

1. CONDITIONS OF THE PROJECT AREA AND SURROUNDING AREAS UPON COMPLETION OF THE JOB SHALL BE AS GOOD AS OR BETTER THAN THE CONDITION PRIOR TO STARTING WORK, IN ADDITION TO THE WORK ITEMS LISTED.
2. THE PROJECT SHALL BE FREE OF ANY CONTRACTOR STOCKPILE MATERIALS UPON COMPLETION OF THE JOB, UNLESS OTHERWISE DIRECTED BY THE OWNER.
3. UPON COMPLETION OF THE PROJECT, ALL HAUL ROUTES SHALL BE PROPERLY CLEANED TO PREVENT OBSTRUCTION AND / OR CAUSE INCONVENIENCE TO NORMAL REGULAR TRAFFIC. ALL TEMPORARY HAUL ROUTES SHALL BE REMOVED.
4. ALL CONSTRUCTION EQUIPMENT AND ANY FACILITIES TEMPORARILY PLACED ON SITE FOR THE PROJECT SHALL BE REMOVED FROM THE SITE.
5. ANY PROPERTIES BELONGING TO THE OWNER SHALL BE RETURNED TO THE OWNER.
6. PROPER DRAINAGE (NO LOCALIZED PONDING) SHALL BE MAINTAINED, PRIOR TO, DURING, AND AFTER MOBILIZATION / DEMOBILIZATION.
7. DEMOBILIZATION SHALL BE COMPLETED TO THE SATISFACTION OF THE OWNER AND SHALL BE COMPLETED IN A MANNER THAT WILL MINIMIZE INCONVENIENCE TO AIRPORT OPERATIONS. ANY DAMAGE TO THE AIRPORT FACILITIES DURING DEMOBILIZATION SHALL BE REPAIRED AND PAID FOR AT THE CONTRACTOR'S EXPENSE.
8. THE CONTRACTOR SHALL VIDEO AND / OR PHOTOGRAPH THE ENTIRE WORK AREA AND SURROUNDING AREAS AFTER COMPLETION OF ALL PROJECT CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH ONE COPY OF EACH OF THE PICTURE(S) AND / OR VIDEO(S) TAKEN.

SUMMARY OF QUANTITIES					
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable					
Item	Spec.			Estimated	Actual
No.	No.	Description	Units	Quantity	Quantity
1.01	C-105	Mobilization	LS	1	
1.02	KSA-105-3.1	Barricades for Pavement Closures	LS	1	
1.03	KSA-105-3.2	Preparation of Safety Plan Compliance Document	LS	1	
1.04	L-108-5.2	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Existing Conduit	LF	24,000	
1.05	L-108-5.3	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	1,200	
1.06	L-108-5.5	Removal of Existing L-824 Cable	LS	24,000	
1.07	L-110-5.1	Install Non-Encased Electrical Duct, One each 2-inch	LF	600	
1.08	L-125-5.1	Remove Existing L-861T(L) and L-830	LS	230	
1.09	L-125-5.2	Install New L-861T(L) and L-830	EA	230	
1.10	L-125-5.3	Replace Existing Lumacurve One Module Sign Electronics and L-830	EA	2	
1.11	L-125-5.4	Replace Existing Lumacurve Two Module Sign Electronics and L-830	EA	11	
1.12	L-125-5.5	Replace Existing Lumacurve Three Module Sign Electronics and L-830	EA	14	

[illegible]

PROJECT NOTES AND SUMMARY OF QUANTITIES

PROJECT TITLE: TAXIWAY ELECTRICAL IMPROVEMENTS - DURANT OKLAHOMA

DURANT REGIONAL AIRPORT TAXIWAY ELECTRICAL IMPROVEMENTS DURANT, OKLAHOMA

PROJECT NAME:

DRAWN BY:	
JB	
DESIGNED BY:	
AM	
LATEST REVISION:	
5/31/2022	
KSA JOB NO.:	
101061	



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G02

The Airport staff may permanently prohibit any Contractor personnel acting in violation of airport rules and regulation from entering or working on airport property.

XIII. SPECIAL CONDITIONS

A. Airport Emergencies

1. Contractor shall monitor any weather conditions, aircraft emergencies, unexpected emergencies and other elements that may cause safety on the project to be jeopardized.
2. Airport staff will immediately clear all construction personnel of all runways and approach areas upon monitoring a distress call.
3. If an aircraft accident occurs, all construction personnel will immediately vacate the Air Operations Area until Airport Staff provides permission to resume access to the work area.

XIV. RUNWAY AND TAXIWAY VISUAL AIDS

All stages of construction requiring closure of airfield pavement shall be clearly delineated by low profile barricades, secured in place to prevent movement.

XV. MARKING AND SIGNS FOR ACCESS ROUTES

The haul route shall be marked with signage as necessary to prevent vehicles from straying from the route. No temporary roadway markings will be required. Haul routes and other activities on the airport by the Contractor and Subcontractors shall be coordinated with and approved in advance by the Airport staff. Temporary traffic signs to delineate the haul route shall meet the MUTCD standards, including but not limited to the fragile and height requirements. The haul route is illustrated in the construction drawings.

XVI. HAZARD MARKING AND LIGHTING

A. Barricades

Barricades shall be used to prevent aircraft from entering closed areas and to prevent construction personnel from entering areas open to aircraft. In addition, hazard markings and lighting shall be provided to identify open areas (manholes, trenches, open excavations, etc.) and stockpiled material. Barricades shall be low profile, spaced no greater than 4' apart, weighted to prevent movement and lighted with red lights.

B. Nighttime Illumination

Should the contractor decide to work during nighttime hours, a lighting plan shall be submitted and approved prior to beginning nighttime work. Proposed lighting shall illuminate the work area sufficiently to complete the work accurately and per the contract documents. In addition, all lighting shall be aimed at the work area and not interfere with aircraft operations.

XVII. PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS

A. Runway Safety Area (RSA)

No construction activities or material stockpile shall occur within an active RSA. The RSA for Runway 18-36 is 300 ft. wide.

B. Runway Object Free Area (ROFA)

No material stockpile shall occur within an active ROFA. The ROFA is 800 ft

C. Taxiway Object Free Area (TOFA)

Durant Regional Airport
Taxiway Lighting Replacement
Construction Safety and Phasing Plan

7

No construction activities or material stockpile shall occur within an active TOFA. The Taxiway OFA width is 131 feet.

D. Obstacle Free Zone (OFZ)

No construction activities or material stockpile shall penetrate the OFZ

E. Runway approach/departure surface

No construction activities or material stockpile shall penetrate the approach/departure surface.

F. Open Trenches

No open trenches will be permitted within an open RSA or TSA. The Contractor shall prominently mark any open trench or excavation at the construction site with lighted barricades.

XVIII. OTHER LIMITATIONS ON CONSTRUCTION

A. Prohibitions

1. The use of equipment over 15 feet is prohibited unless the Contractor submits a 7460-1 determination letter.
2. The use of open flames is not allowed without approval of the owner.
3. The use of explosives is prohibited.

B. Restrictions

1. Any construction suspension required during specific airport operations will be coordinated by the Engineer, Owner, and Contractor during construction.
2. Seasonal construction restrictions will be coordinated by the Engineer, Owner, and the Contractor during construction.

Durant Regional Airport
Taxiway Lighting Replacement
Construction Safety and Phasing Plan

8

DRAWN BY:	
JB	
DESIGNED BY:	
AM	
LATEST REVISION:	
5/31/2022	
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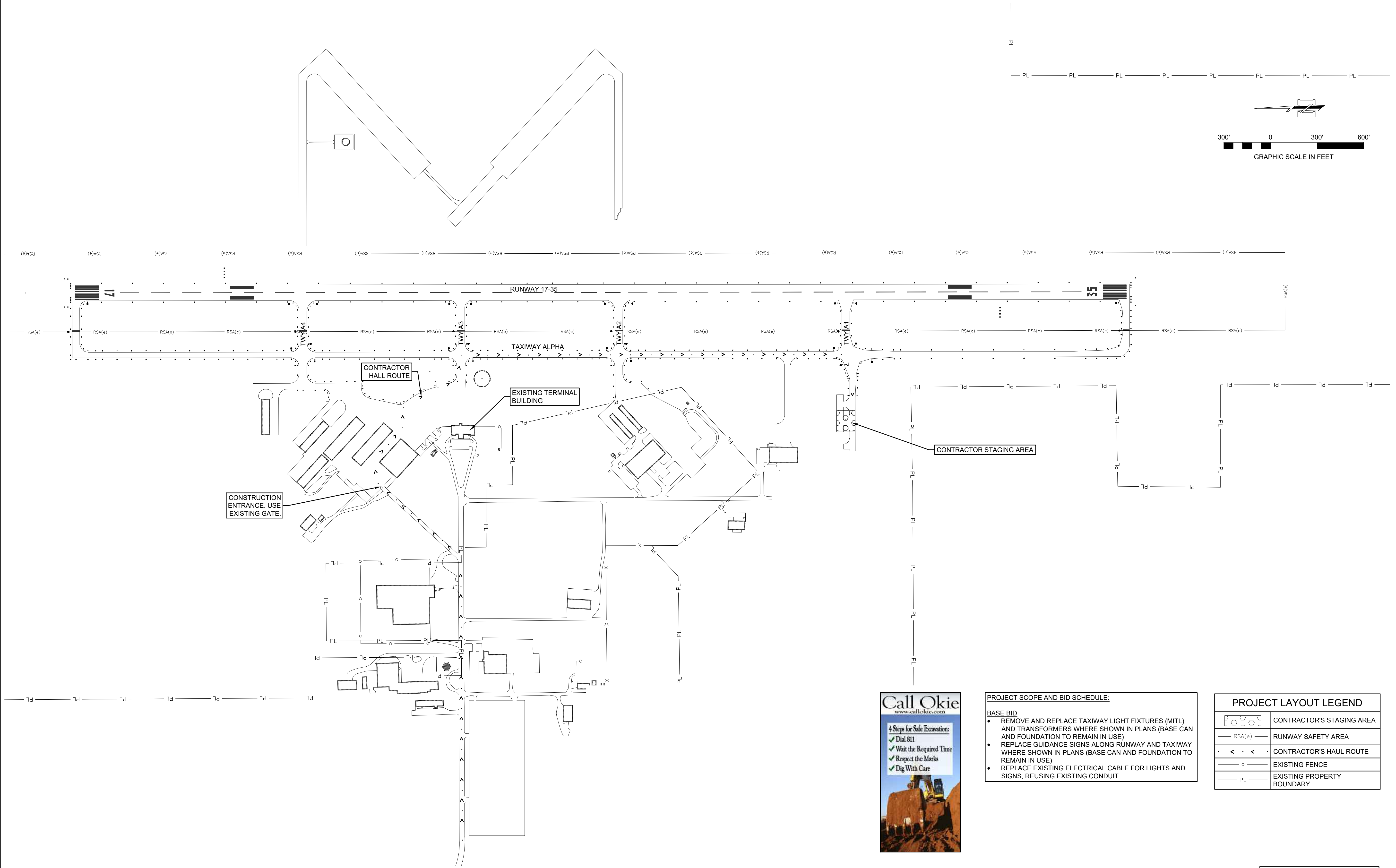
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PROJECT TITLE: TAXIWAY ELECTRICAL IMPROVEMENTS - DURANT OKLAHOMA

SHEET NAME:

PROJECT NAME:

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PROJECT SCOPE AND BID SCHEDULE:

BASE BID

- REMOVE AND REPLACE TAXIWAY LIGHT FIXTURES (MITL) AND TRANSFORMERS WHERE SHOWN IN PLANS (BASE CAN AND FOUNDATION TO REMAIN IN USE)
- REPLACE GUIDANCE SIGNS ALONG RUNWAY AND TAXIWAY WHERE SHOWN IN PLANS (BASE CAN AND FOUNDATION TO REMAIN IN USE)
- REPLACE EXISTING ELECTRICAL CABLE FOR LIGHTS AND SIGNS, REUSING EXISTING CONDUIT

PROJECT LAYOUT LEGEND	
	CONTRACTOR'S STAGING AREA
	RUNWAY SAFETY AREA
	CONTRACTOR'S HAUL ROUTE
	EXISTING FENCE
	EXISTING PROPERTY BOUNDARY

NOTE:
CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF ALL UTILITIES PRIOR TO ANY EXCAVATION TAKING PLACE.



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C01

DURANT REGIONAL AIRPORT
TAXIWAY ELECTRICAL
IMPROVEMENTS
DURANT, OKLAHOMA

PROJECT LAYOUT

MARK	REVISION	DATE

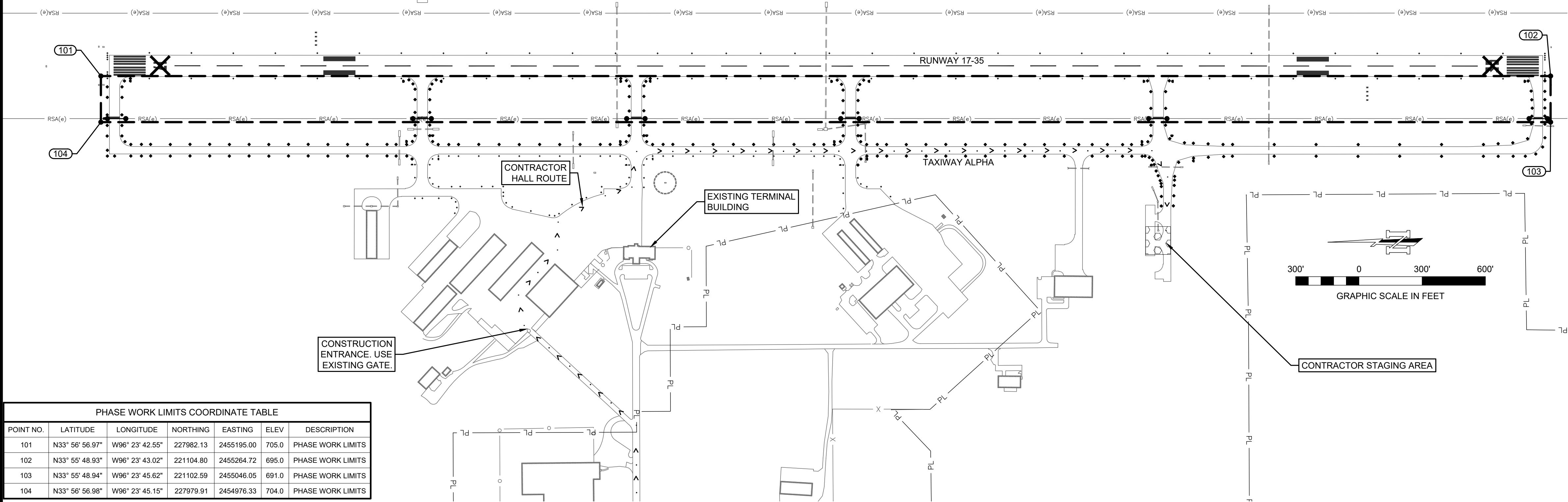
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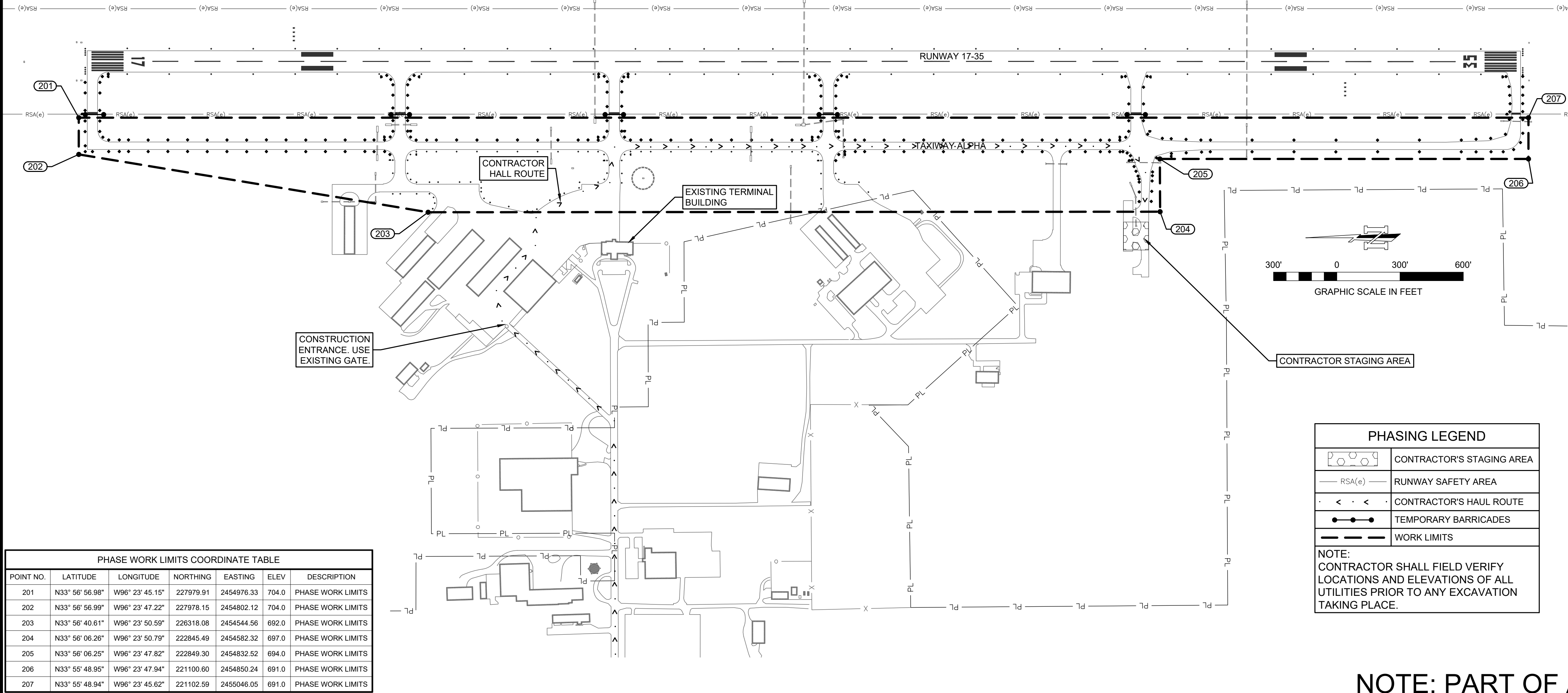
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DESIGNED BY:	AM
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PHASE 1



PHASE 2



NOTE: PART OF A MULTIPHASE PROJECT

PHASING PLANS
- PHASE 1 AND 2

DURANT REGIONAL AIRPORT
TAXIWAY ELECTRICAL
IMPROVEMENTS
DURANT, OKLAHOMA

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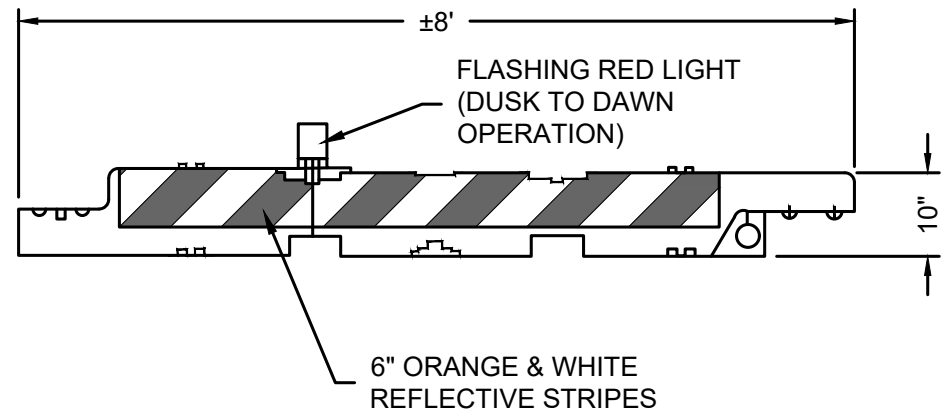
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PROJECT TITLE: TAXIWAY ELECTRICAL IMPROVEMENTS - DURANT, OKLAHOMA

SHEET NAME:

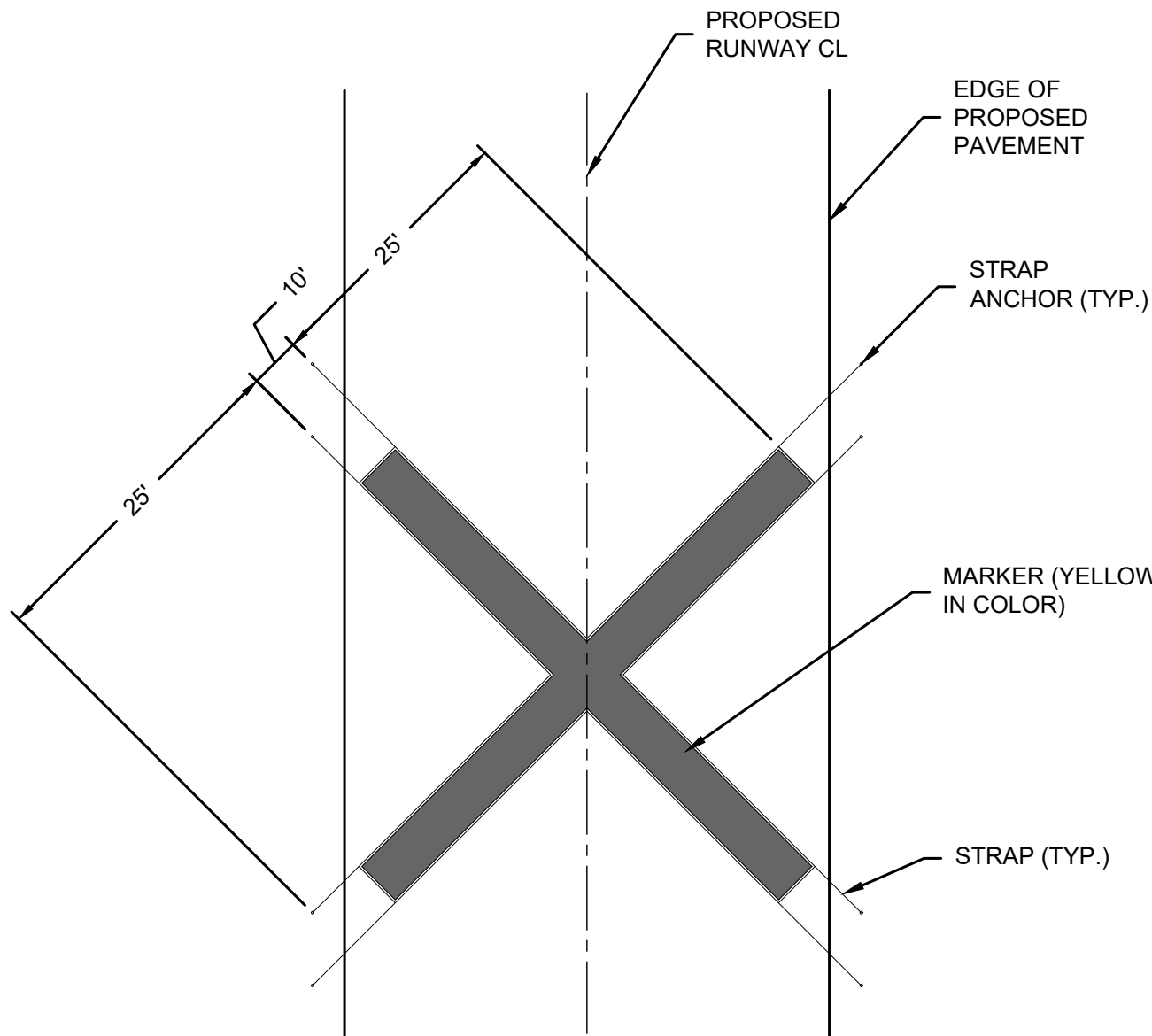
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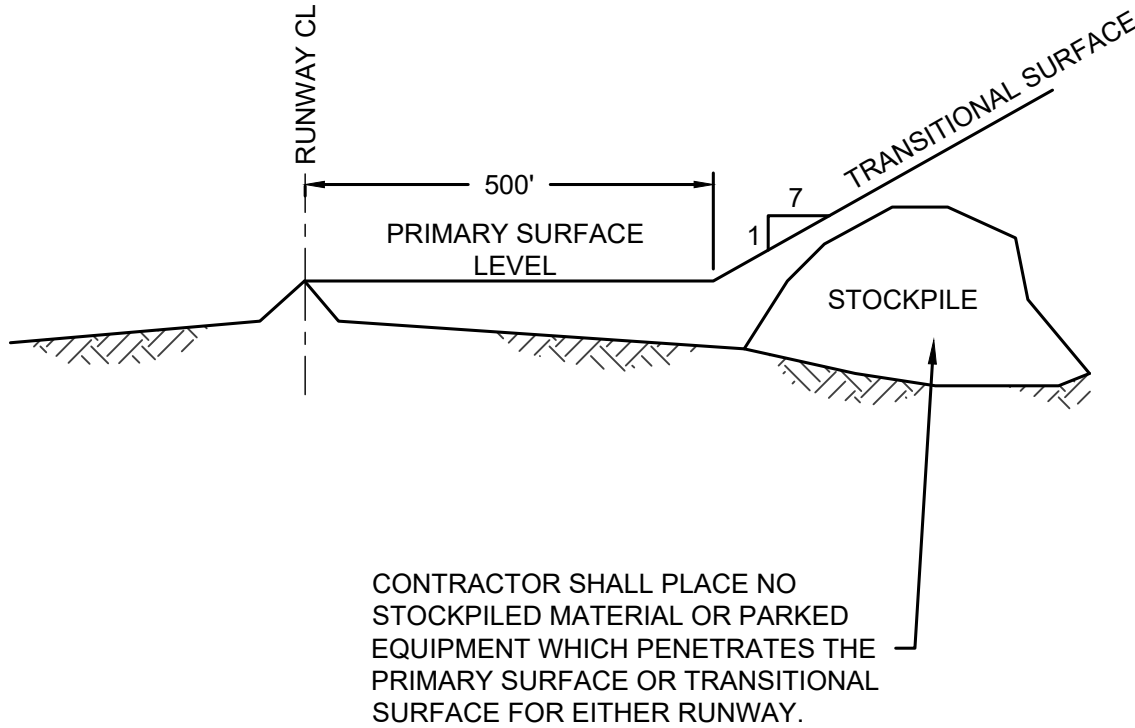
- NOTES:**
1. LIGHTED BARRICADES SHALL BE PROVIDED, INSTALLED, AND MAINTAINED BY CONTRACTOR.
 2. BARRICADE LIGHTING SHALL BE SPACED NOT TO EXCEED 20' ON CENTER AND SPACING BETWEEN BARRICADES NOT EXCEEDING 10'.
 3. BARRICADES SHALL BE REQUIRED AROUND ALL EXCAVATIONS WHICH EXCEED 3" IN DEPTH BELOW ADJACENT PAVEMENT AND IN LOCATIONS SHOWN.
 4. CONTRACTOR SHALL CHECK LAYOUT AND LIGHTS EACH DAY TO ENSURE BARRICADES ARE FUNCTIONING CORRECTLY.
 5. OTHER METHODS FOR PROVIDING PAVEMENT BARRICADES MAY BE ACCEPTABLE, IF APPROVED BY ENGINEER. ALTERNATE METHODS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO USE.

1 TEMPORARY WATER FILLED
LOW-PROFILE BARRICADE
N.T.S.

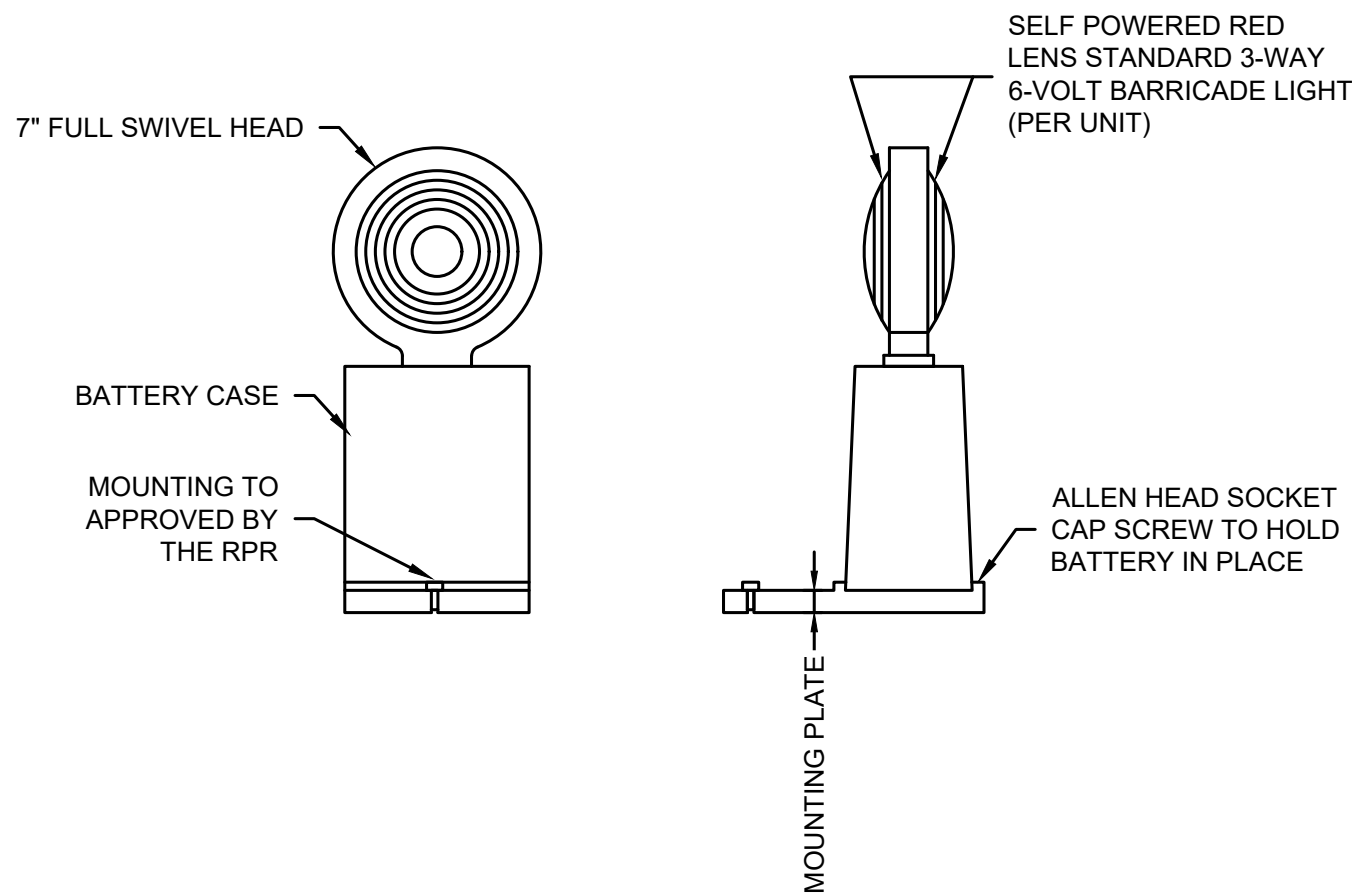


- GENERAL NOTES:**
1. PLACE CLOSED RUNWAY MARKINGS DIRECTLY ON RUNWAY AS SHOWN ON THE PHASING PLAN.
 2. CONSTRUCT AND MAINTAIN AS INSTRUCTED BY THE ENGINEER. VERIFY DAILY THAT MARKINGS ARE IN SATISFACTORY CONDITION.
 3. CLOSED RUNWAY MARKINGS WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
 4. THE CONTRACTOR SHALL PROMPTLY REMOVE MARKINGS WHEN THE RUNWAY IS OPENED TO AIRCRAFT TRAFFIC, OR WHEN SO INSTRUCTED BY THE ENGINEER.

2 TEMPORARY STRAP-DOWN
RUNWAY CLOSURE MARKER
N.T.S.

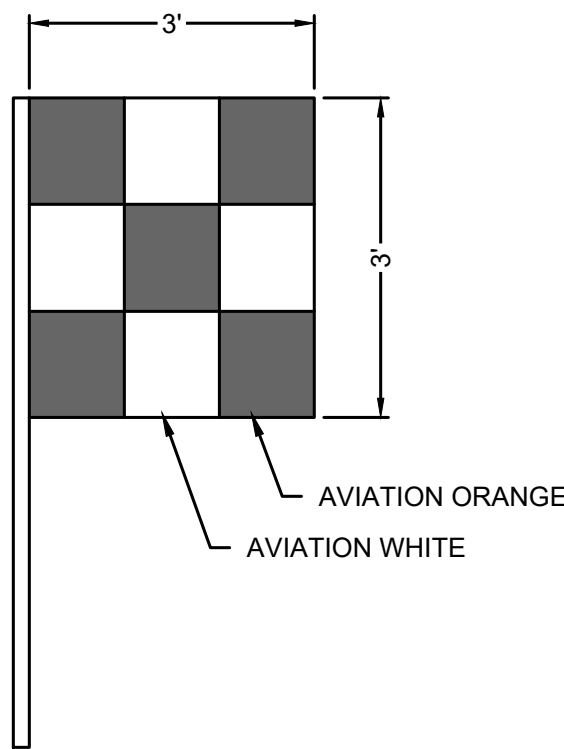


3 PART 77 PRIMARY AND
TRANSITIONAL SURFACES (X-SEC.)
N.T.S.



- NOTES:**
1. LIGHTS SHALL BE FLASHING RED FROM DUSK TO DAWN OPERATION.

4 RED BARRICADE
LIGHT DETAIL
N.T.S.



- NOTES:**
1. VEHICLE FLAGGING REQUIRED FOR THE OBJECTS SUCH AS BULLDOZERS, SCRAPERS, FRONT END LOADERS, EXCAVATORS, CRANES, CONCRETE PUMP BOOMS, ETC.
 2. VEHICLE FLAGGING NOT REQUIRED FOR CONSTRUCTION EQUIPMENT SUCH AS PICKUP TRUCKS, DUMP TRUCKS, CONCRETE TRUCKS, ETC., IF THEY ARE EQUIPPED WITH ORANGE FLASHING LIGHTS PER FAA AC150/5370-2G.

5 VEHICLE FLAG DETAIL
N.T.S.

SPACE NOT USED

SPACE NOT USED

SPACE NOT USED

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C03

**PHASING AND
SAFETY DETAILS**

**DURANT REGIONAL AIRPORT
TAXIWAY ELECTRICAL
IMPROVEMENTS
DURANT, OKLAHOMA**

PROJECT TITLE: TAXIWAY ELECTRICAL IMPROVEMENTS - DURANT, OKLAHOMA

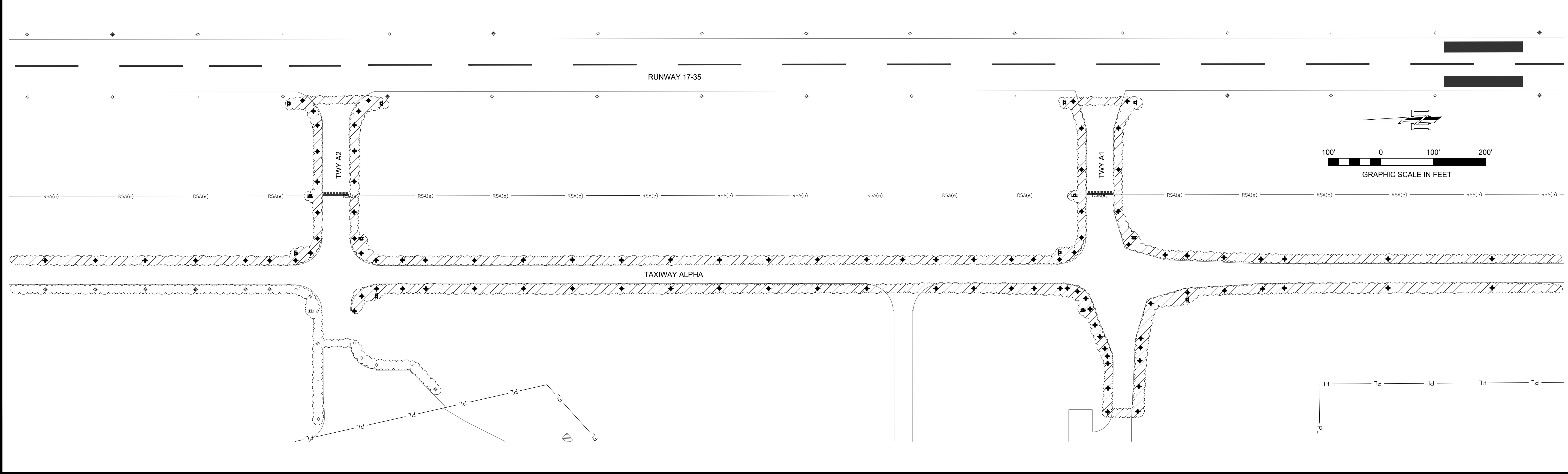
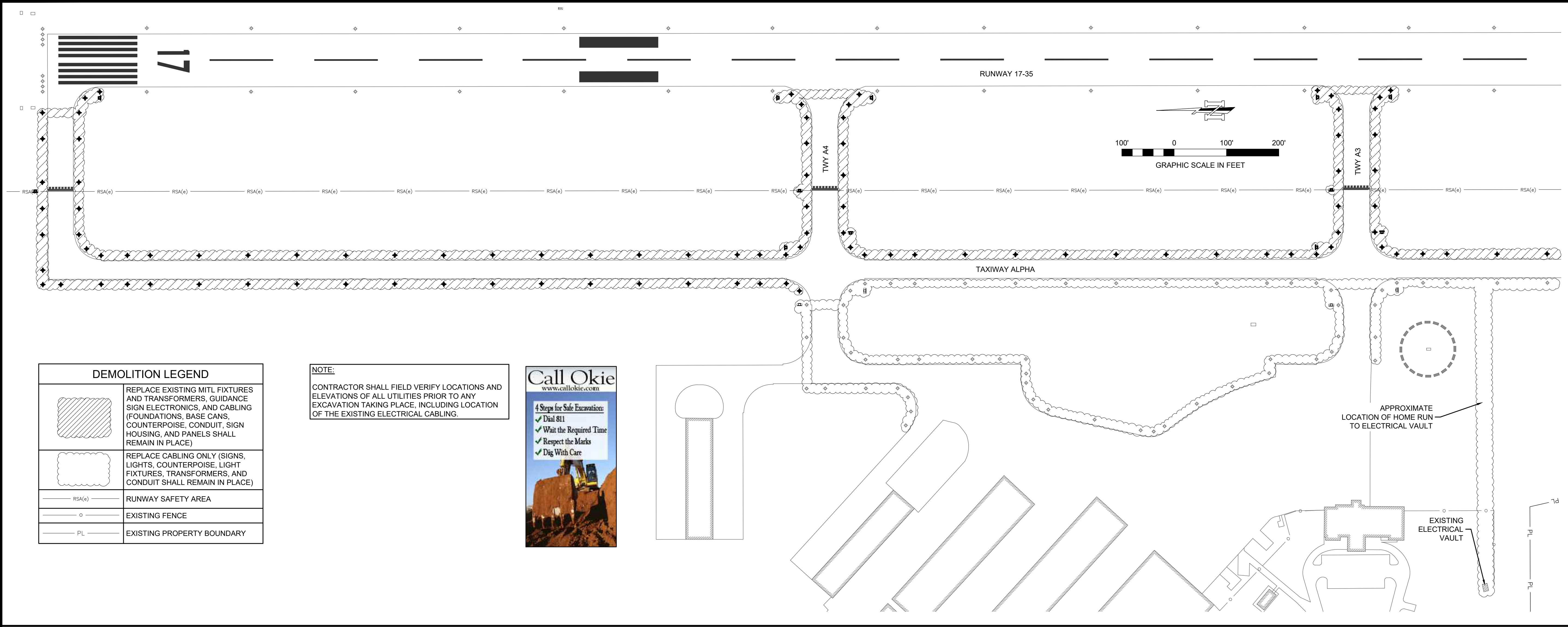
SHEET NAME:

MARK

REVISION

DATE

\\KSA-NET\GATEWAY\PROJECTS\101061008 CAD\30 SHEETS\02 CIVIL\1 101061-C-L-ODEMO.DWG | DEMOLITION PLAN | 5/31/2022 - 1:32 PM | LAST SAVED BY: JBOSTOCK



PROJECT TITLE: TAXIWAY ELECTRICAL IMPROVEMENTS - DURANT, OKLAHOMA	
DATE	REVISION
MARK	

DEMOLITION PLAN I

DRAWN BY:	JB
DESIGNED BY:	AM
LATEST REVISION:	5/31/2022
KSA JOB NO.:	101061

DURANT REGIONAL AIRPORT TAXIWAY ELECTRICAL IMPROVEMENTS DURANT, OKLAHOMA

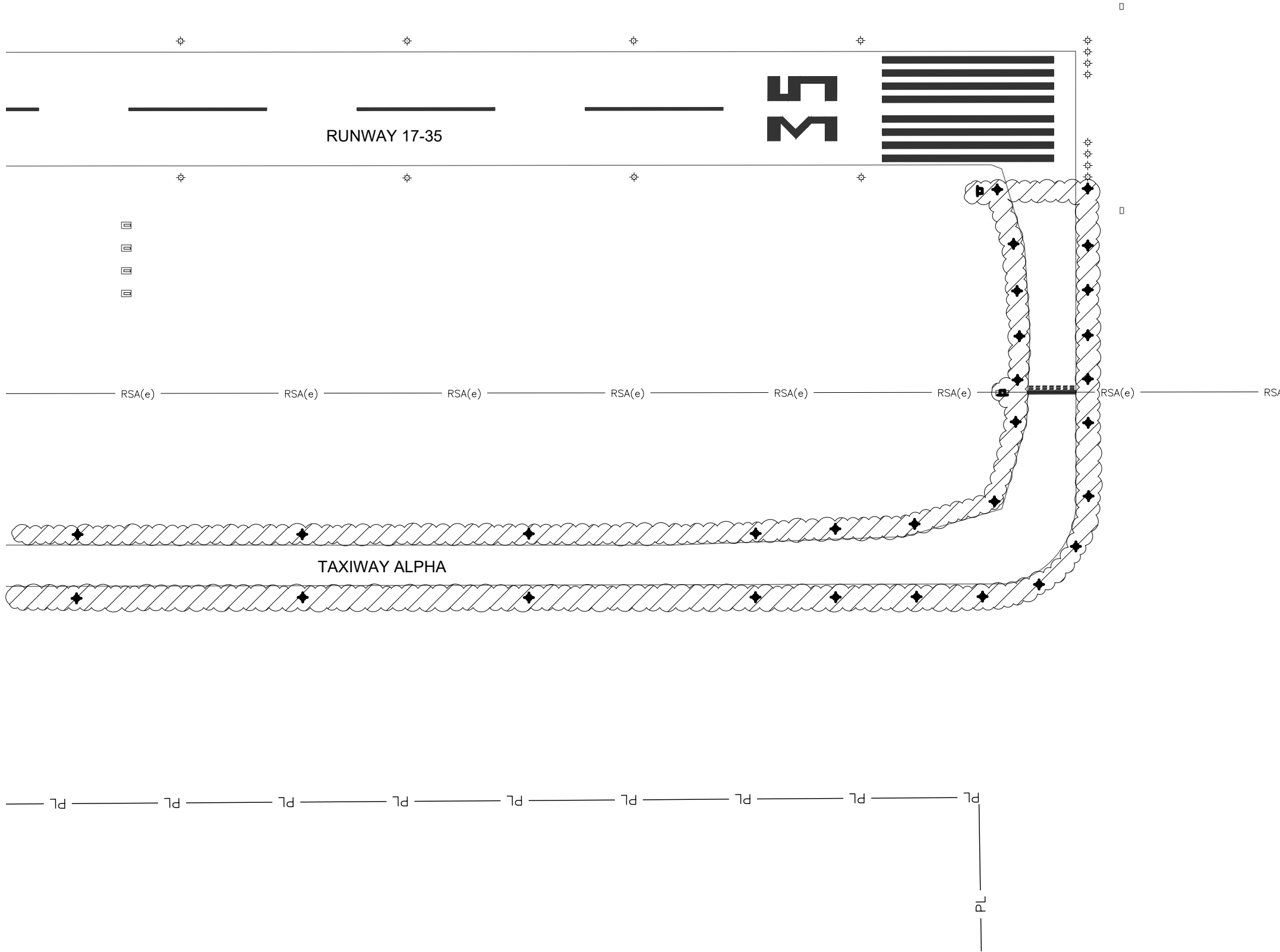
PROJECT NAME: SHEET NAME:

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CA No. 2175
RENEWAL DATE: JUNE 30, 2022
SHEET NO.

E-301



DEMOLITION LEGEND	
	REPLACE EXISTING MITL FIXTURES AND TRANSFORMERS, GUIDANCE SIGN ELECTRONICS, AND CABLING (FOUNDATIONS, BASE CANS, COUNTERPOISE, CONDUIT, SIGN HOUSING, AND PANELS SHALL REMAIN IN PLACE)
	REPLACE CABLING ONLY (SIGNS, LIGHTS, COUNTERPOISE, LIGHT FIXTURES, TRANSFORMERS, AND CONDUIT SHALL REMAIN IN PLACE)
	RUNWAY SAFETY AREA
	EXISTING FENCE
	EXISTING PROPERTY BOUNDARY

NOTE:
CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF ALL UTILITIES PRIOR TO ANY EXCAVATION TAKING PLACE, INCLUDING LOCATION OF THE EXISTING ELECTRICAL CABLING.



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SEAL:
CA No. 2175
RENEWAL DATE: JUNE 30, 2022
SHEET NO.

E-302

DURANT REGIONAL AIRPORT
TAXIWAY ELECTRICAL
IMPROVEMENTS
DURANT, OKLAHOMA

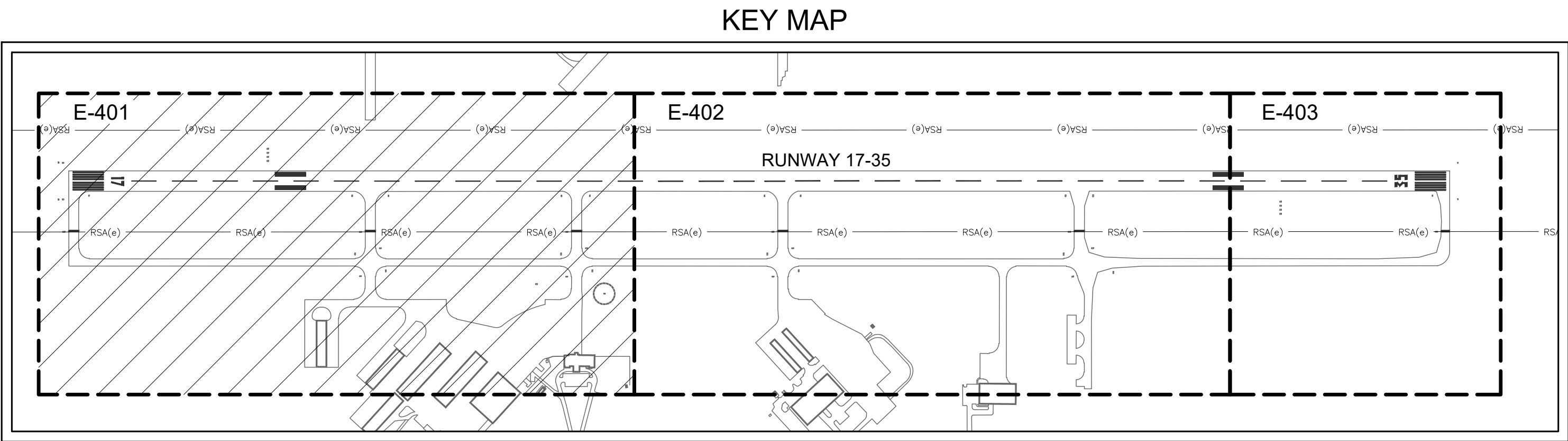
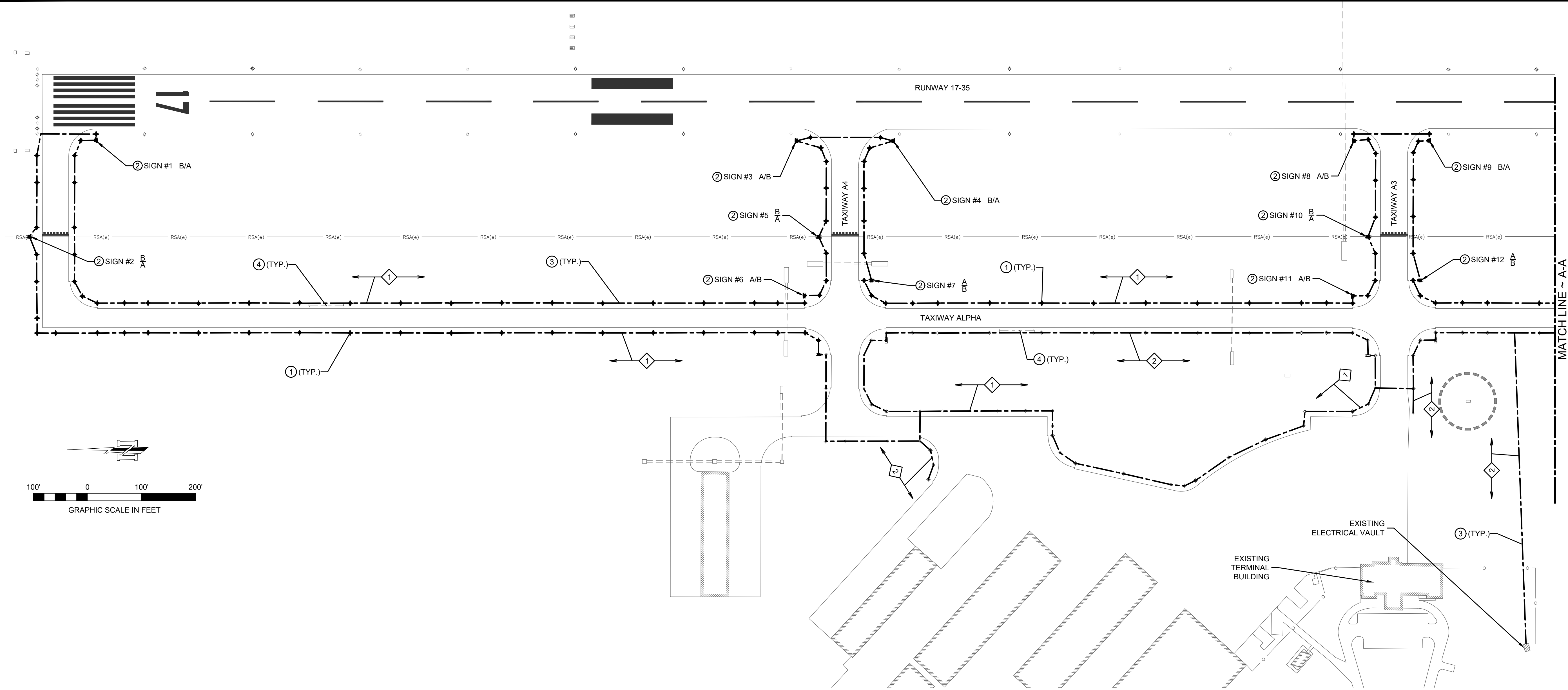
DRAWN BY:
JB
DESIGNED BY:
AM
LATEST REVISION:
5/31/2022
KSA JOB NO.:
101061

DEMOLITION PLAN II

PROJECT NAME:
SHEET NAME:

MARK	REVISION	DATE

\\KSA-NET\GATEWAY\PROJECTS\101061008 CAD\30 SHEETS\03 ELECTRICAL\101061-E-LO-SITE.DWG | PROPOSED ELECTRICAL LAYOUT PLAN I | 5/31/2022 - 1:33 PM. LAST SAVED BY: JBOSTOCK



CONDUIT SCHEDULE	
①	1#8 AWG (5KV), EXISTING CONDUIT
②	2#8 AWG (5KV), EXISTING CONDUIT

LEGEND	
	LIMITS OF WORK AREA
	CENTERLINE OF EXISTING ELECTRICAL DUCTBANK
	CENTERLINE OF PROPOSED ELECTRICAL CABLE REPLACEMENT (CONDUIT TO REMAIN)
	CENTERLINE OF EXISTING COUNTERPOISE
	EXISTING MRL/MITL TO REMAIN
	PROPOSED MRL/MITL FIXTURE TO BE REPLACED
	EXISTING GUIDANCE SIGN TO REMAIN
	EXISTING GUIDANCE SIGN ELECTRONICS TO BE REPLACED

KEYED NOTES:

- ① INSTALL NEW MITL WHERE SHOWN ABOVE. LIGHT FIXTURE AND TRANSFORMER FOR EACH BASE CAN SHALL BE REPLACED. EXISTING BASE CAN AND FOUNDATION SHALL REMAIN IN PLACE AND BE REUSED.
- ② INSTALL NEW GUIDANCE SIGN ELECTRONICS WHERE SHOWN ABOVE. EXISTING BASE CAN, SIGN HOUSING, SIGN PANELS, AND FOUNDATION SHALL REMAIN IN PLACE AND BE REUSED.
- ③ INSTALL NEW CABLE ALONG THE ENTIRETY OF THE TAXIWAY CIRCUIT BACK TO THE ELECTRICAL VAULT. THIS WILL INCLUDE CABLE FOR REPLACED LIGHTS/SIGNS AND EXISTING LIGHTS/SIGNS THAT WILL REMAIN. EXISTING CONDUIT WILL REMAIN IN PLACE AND BE REUSED. SWAB AND CLEAN PRIOR TO CABLE INSTALLATION. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING CONDUIT/CABLE PRIOR TO ANY EXCAVATION
- ④ EXISTING COUNTERPOISE WILL REMAIN IN PLACE AND BE REUSED.

REVISION	MARK	DATE

PROPOSED ELECTRICAL LAYOUT PLAN I

DURANT REGIONAL AIRPORT TAXIWAY ELECTRICAL IMPROVEMENTS DURANT, OKLAHOMA

DRAWN BY:	JB
DESIGNED BY:	AM
LATEST REVISION:	5/31/2022
KSA JOB NO.:	101061



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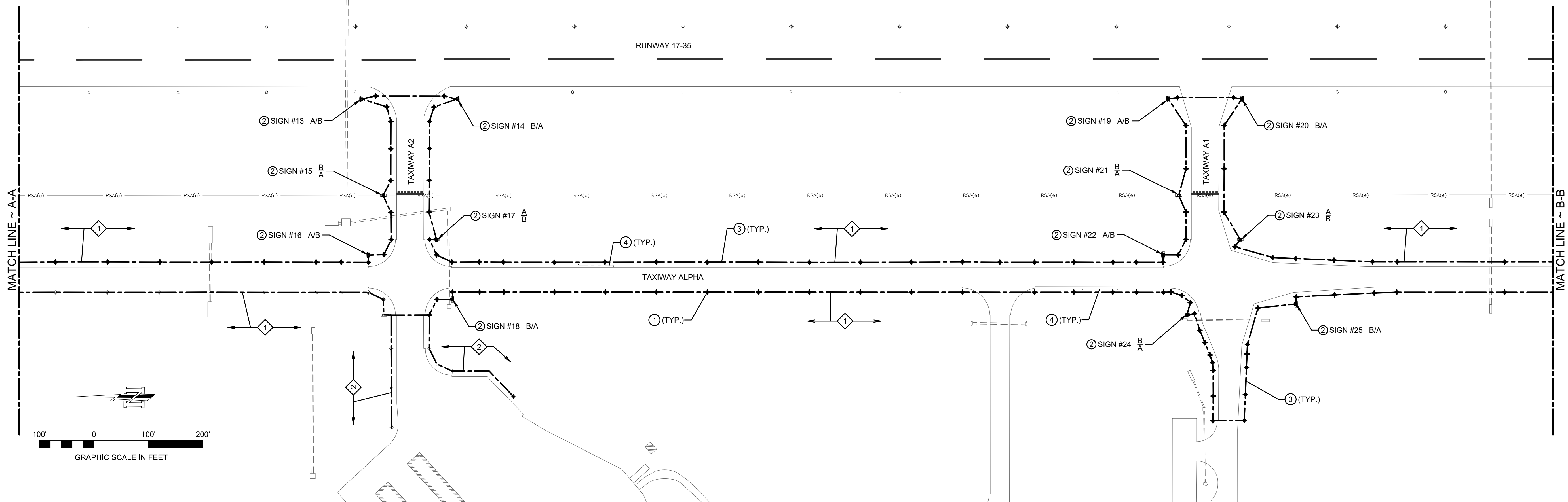
SEAL:
CA No. 2175
RENEWAL DATE: JUNE 30, 2022
SHEET NO.

E-401

PROJECT TITLE: TAXIWAY ELECTRICAL IMPROVEMENTS - DURANT, OKLAHOMA

SHEET NAME:

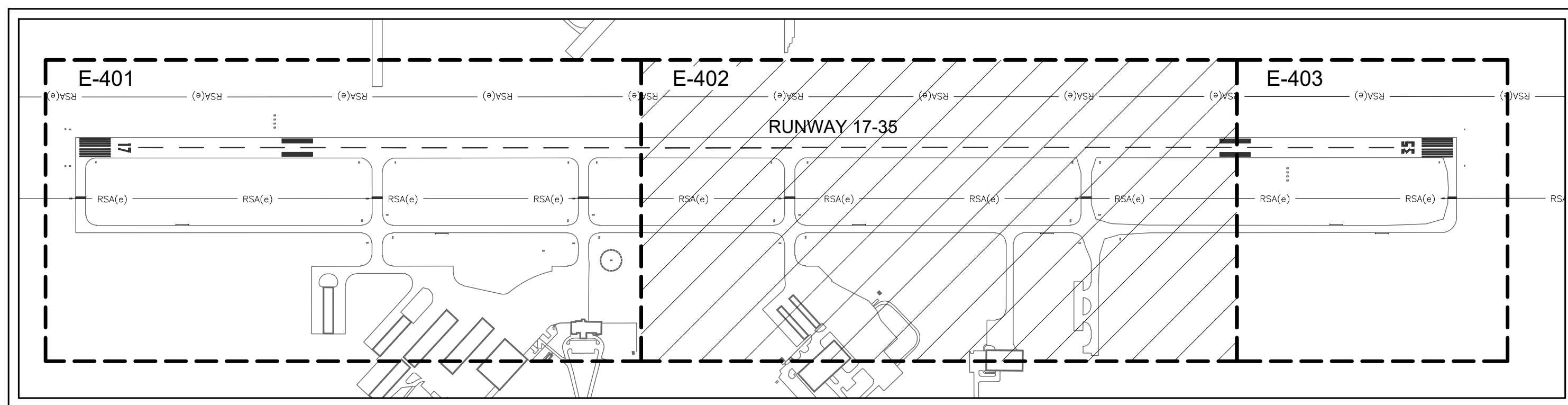
PROJECT NAME:



CONDUIT SCHEDULE	
1	1#8 AWG (5KV), EXISTING CONDUIT
2	2#8 AWG (5KV), EXISTING CONDUIT

LEGEND	
	LIMITS OF WORK AREA
	CENTERLINE OF EXISTING ELECTRICAL DUCT/BANK
	CENTERLINE OF PROPOSED ELECTRICAL CABLE REPLACEMENT (CONDUIT TO REMAIN)
	CENTERLINE OF EXISTING COUNTERPOISE
	EXISTING MIRL/MITL TO REMAIN
	PROPOSED MIRL/MITL FIXTURE TO BE REPLACED
	EXISTING GUIDANCE SIGN TO REMAIN
	EXISTING GUIDANCE SIGN ELECTRONICS TO BE REPLACED

KEY MAP



- KEYED NOTES:**
- ① INSTALL NEW MITL WHERE SHOWN ABOVE. LIGHT FIXTURE AND TRANSFORMER FOR EACH BASE CAN SHALL BE REPLACED. EXISTING BASE CAN AND FOUNDATION SHALL REMAIN IN PLACE AND BE REUSED.
 - ② INSTALL NEW GUIDANCE SIGN ELECTRONICS WHERE SHOWN ABOVE. EXISTING BASE CAN, SIGN HOUSING, SIGN PANELS, AND FOUNDATION SHALL REMAIN IN PLACE AND BE REUSED.
 - ③ INSTALL NEW CABLE ALONG THE ENTIRETY OF THE TAXIWAY CIRCUIT BACK TO THE ELECTRICAL VAULT. THIS WILL INCLUDE CABLE FOR REPLACED LIGHTS/SIGNS AND EXISTING LIGHTS/SIGNS THAT WILL REMAIN. EXISTING CONDUIT WILL REMAIN IN PLACE AND BE REUSED. SWAB AND CLEAN PRIOR TO CABLE INSTALLATION. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING CONDUIT/CABLE PRIOR TO ANY EXCAVATION
 - ④ EXISTING COUNTERPOISE WILL REMAIN IN PLACE AND BE REUSED.

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SEAL:
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RENEWAL DATE: JUNE 30, 2022
SHEET NO.

E-402

DURANT REGIONAL AIRPORT TAXIWAY ELECTRICAL IMPROVEMENTS DURANT, OKLAHOMA

PROPOSED ELECTRICAL LAYOUT PLAN II

[illegible]

PROJECT TITLE: TAXIWAY ELECTRICAL IMPROVEMENTS - DURANT OKLAHOMA

SHEET NAME:

PROJECT NAME:

101061

DRAWN BY:

DESIGNED BY:

AM

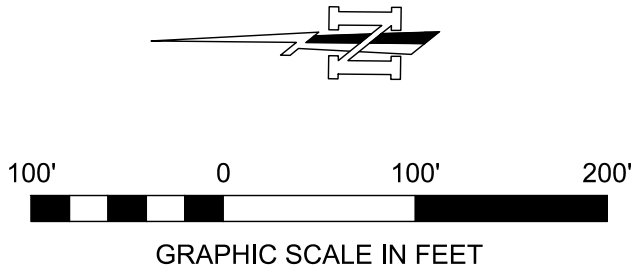
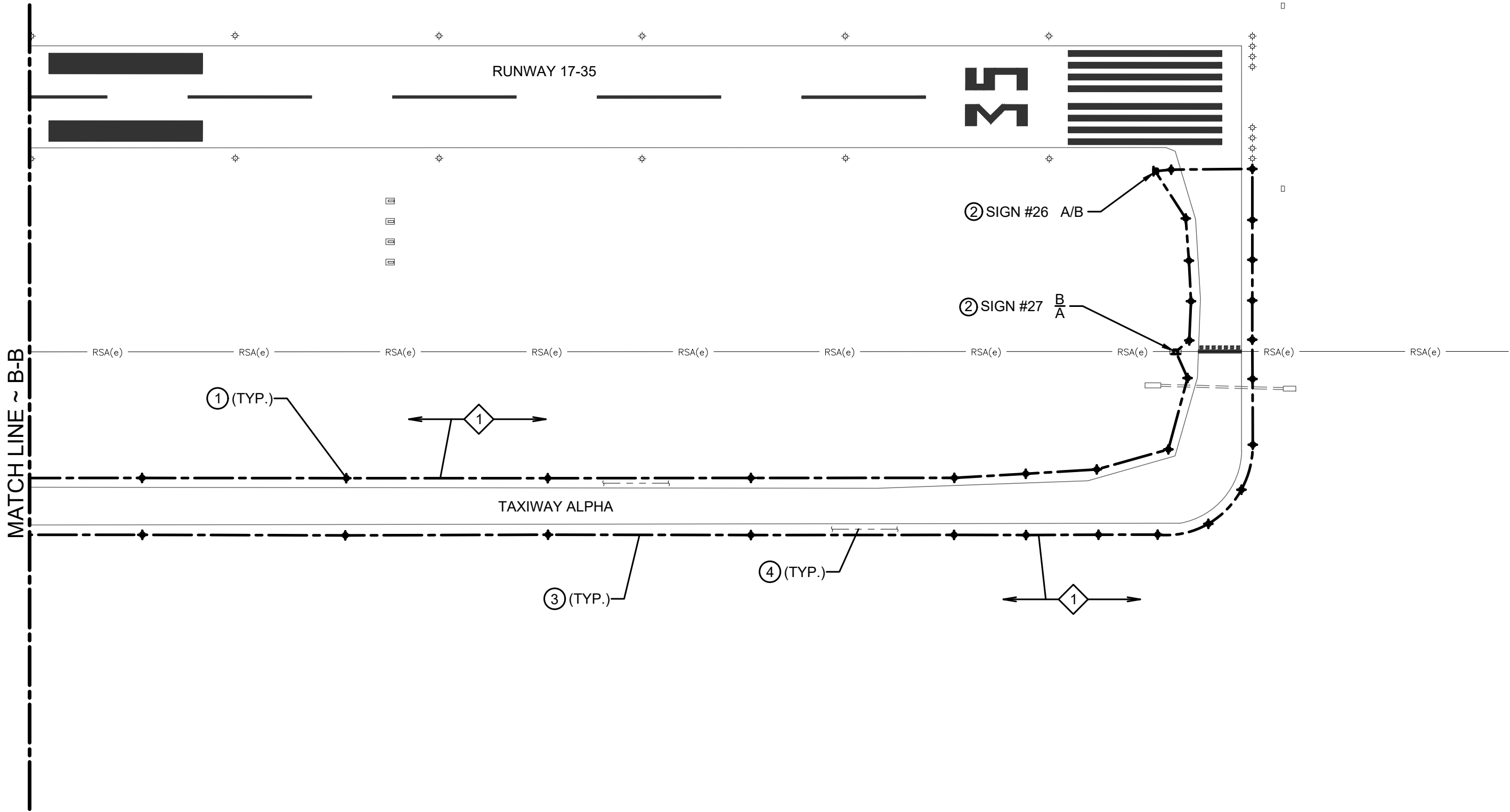
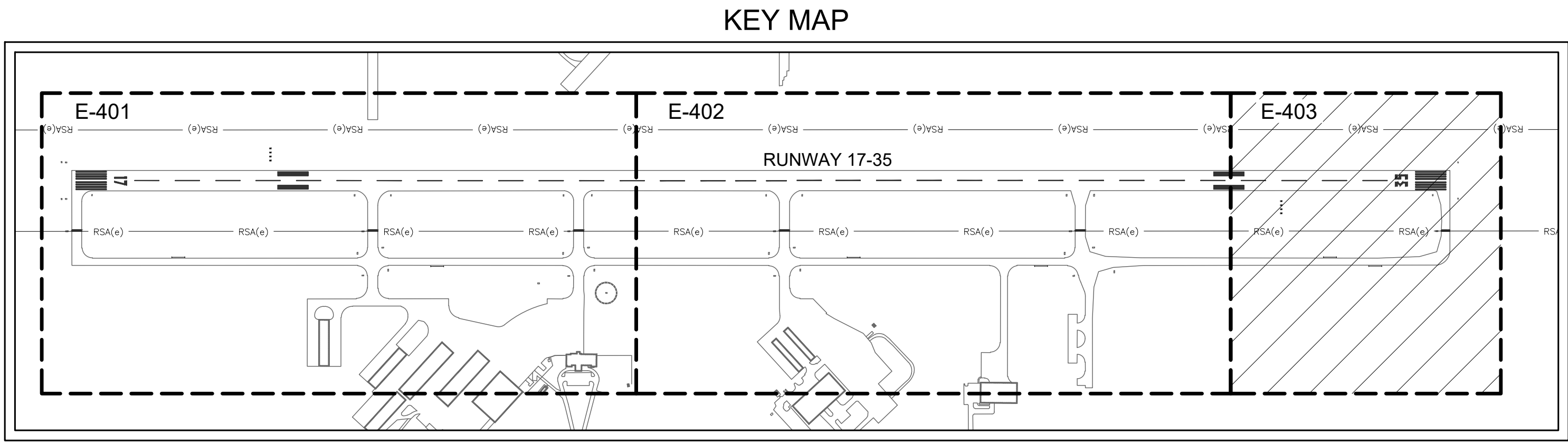
5/31/2022

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ISA

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CONDUIT SCHEDULE	
①	1#8 AWG (5KV), EXISTING CONDUIT
②	2#8 AWG (5KV), EXISTING CONDUIT

LEGEND	
	LIMITS OF WORK AREA
	CENTERLINE OF EXISTING ELECTRICAL DUCTBANK
	CENTERLINE OF PROPOSED ELECTRICAL CABLE REPLACEMENT (CONDUIT TO REMAIN)
	CENTERLINE OF EXISTING COUNTERPOISE
	EXISTING MRL/MITL TO REMAIN
	PROPOSED MRL/MITL FIXTURE TO BE REPLACED
	EXISTING GUIDANCE SIGN TO REMAIN
	EXISTING GUIDANCE SIGN ELECTRONICS TO BE REPLACED

- KEYED NOTES:
- INSTALL NEW MITL WHERE SHOWN ABOVE. LIGHT FIXTURE AND TRANSFORMER FOR EACH BASE CAN SHALL BE REPLACED. EXISTING BASE CAN AND FOUNDATION SHALL REMAIN IN PLACE AND BE REUSED.
 - INSTALL NEW GUIDANCE SIGN ELECTRONICS WHERE SHOWN ABOVE. EXISTING BASE CAN, SIGN HOUSING, SIGN PANELS, AND FOUNDATION SHALL REMAIN IN PLACE AND BE REUSED.
 - INSTALL NEW CABLE ALONG THE ENTIRETY OF THE TAXIWAY CIRCUIT BACK TO THE ELECTRICAL VAULT. THIS WILL INCLUDE CABLE FOR REPLACED LIGHTS/SIGNS AND EXISTING LIGHTS/SIGNS THAT WILL REMAIN. EXISTING CONDUIT WILL REMAIN IN PLACE AND BE REUSED. SWAB AND CLEAN PRIOR TO CABLE INSTALLATION. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING CONDUIT/CABLE PRIOR TO ANY EXCAVATION
 - EXISTING COUNTERPOISE WILL REMAIN IN PLACE AND BE REUSED.

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RENEWAL DATE: JUNE 30, 2022
SHEET NO.

E-403

DURANT REGIONAL AIRPORT
TAXIWAY ELECTRICAL
IMPROVEMENTS
DURANT, OKLAHOMA

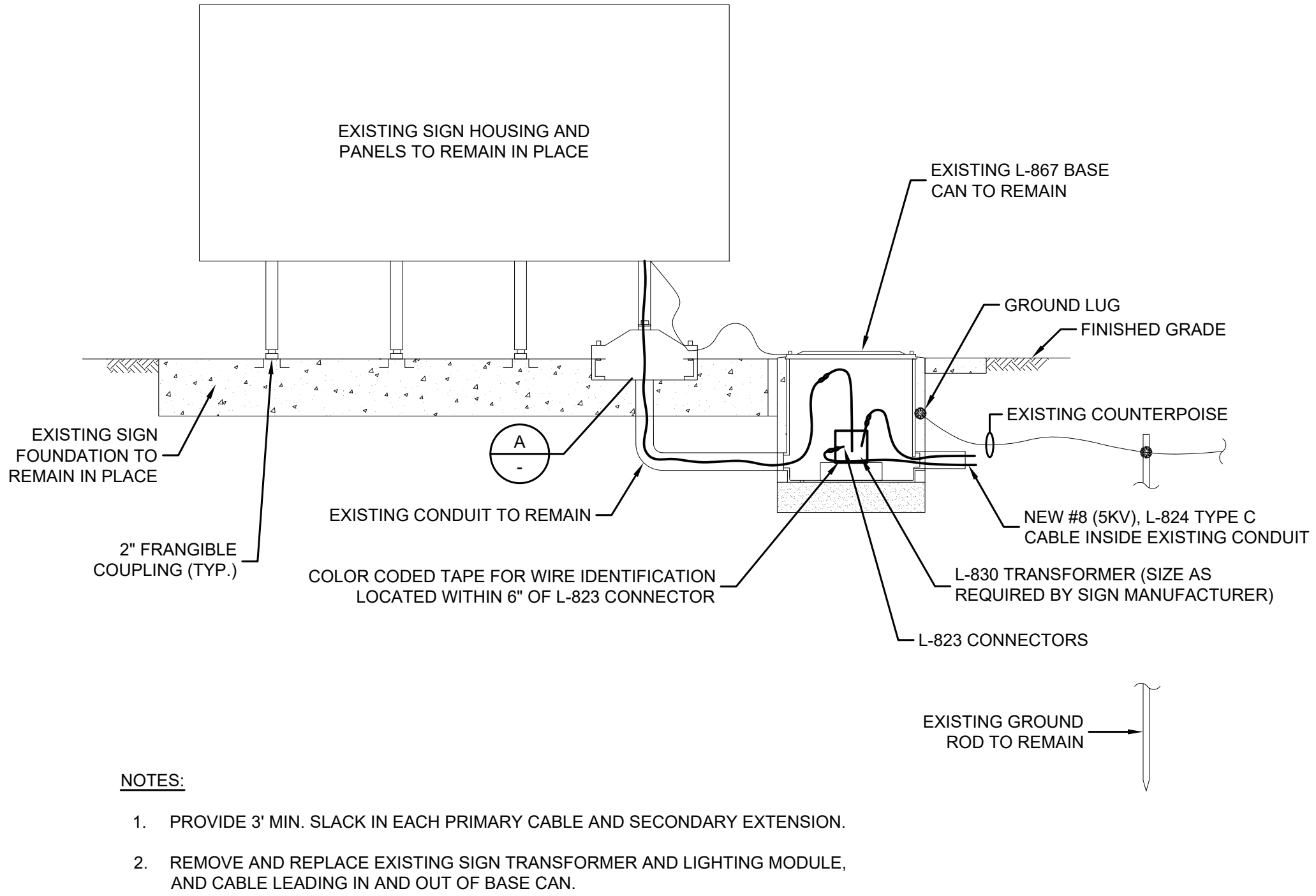
PROPOSED ELECTRICAL
LAYOUT PLAN III

DRAWN BY:	JB
DESIGNED BY:	AM
LATEST REVISION:	5/31/2022
KSA JOB NO.:	101061

PROJECT TITLE: TAXIWAY ELECTRICAL IMPROVEMENTS - DURANT, OKLAHOMA

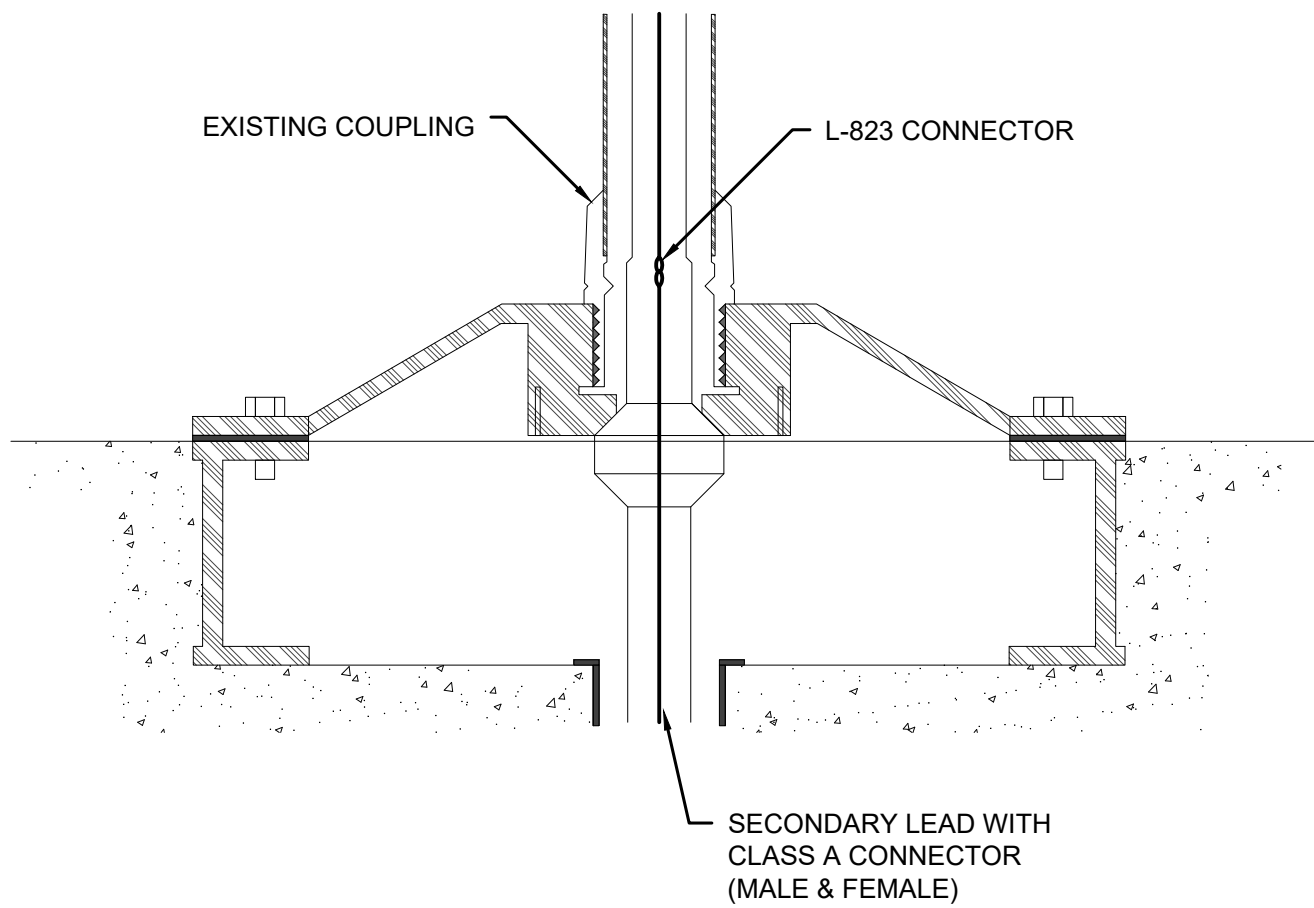
\\KSA-NET\GATEWAY\PROJECTS\101061008 CAD\30 SHEETS\03 ELECTRICAL\101061-E-DT-MISC.DWG [ELECTRICAL DETAILS] 5/31/2022 - 1:33 PM : LAST SAVED BY: JBOSTOCK

1



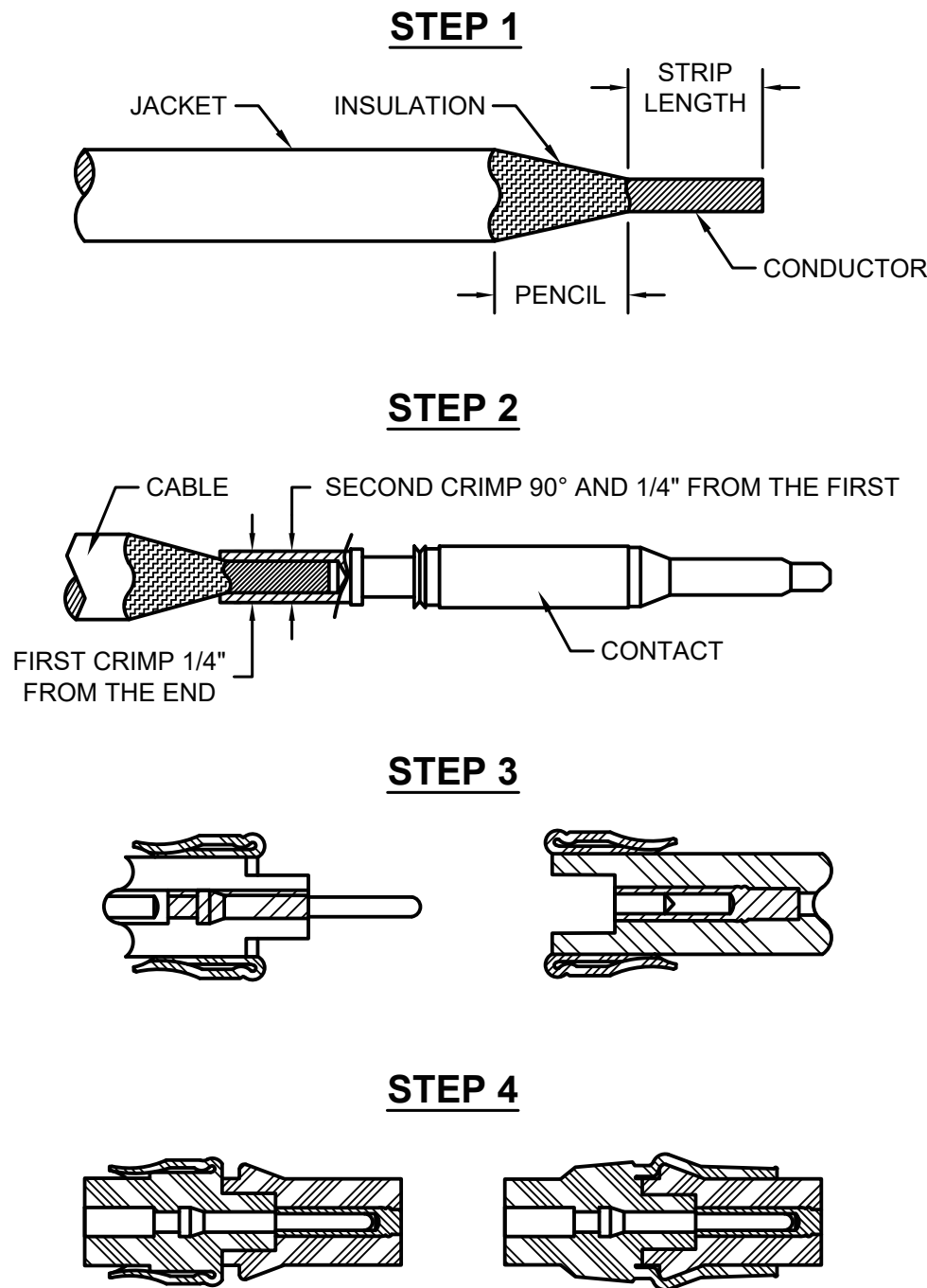
MULTIPLE PEDESTAL SIGN
L-858 (L) OR L-858
N.T.S.

ELECTRICAL CONNECTION A



2

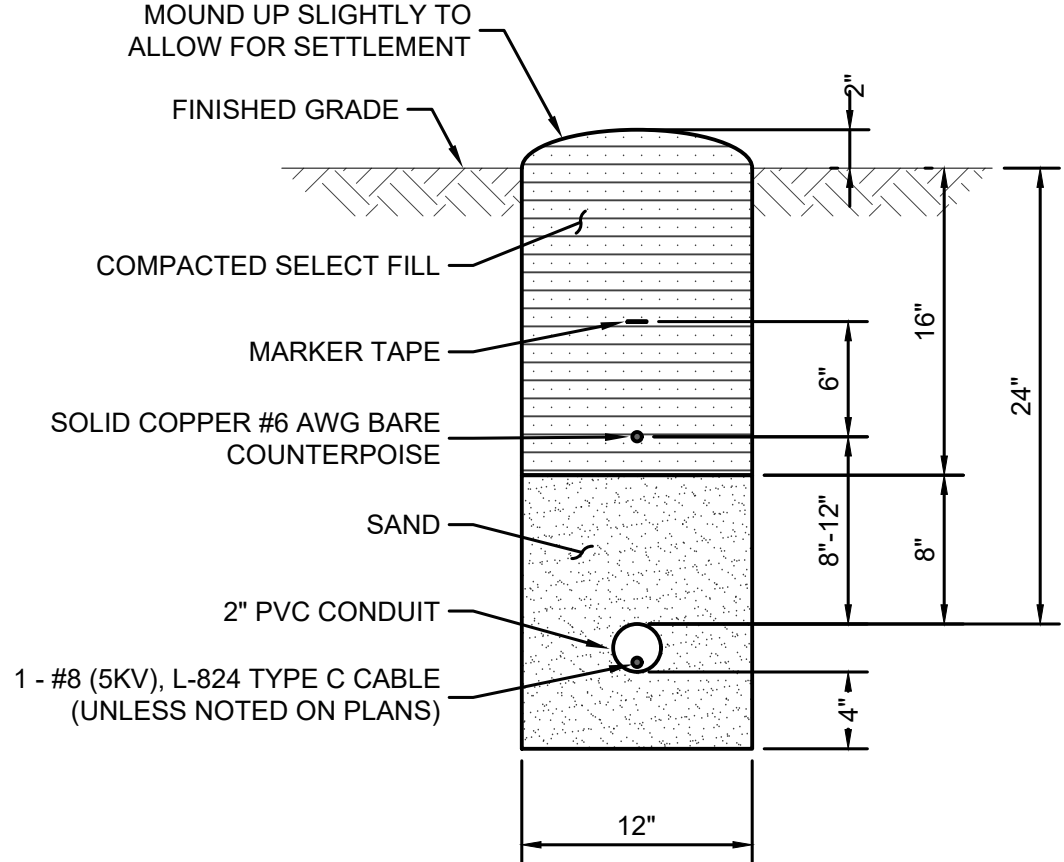
FAA L823 CLASS B TYPE 1 STYLE 3 AND STYLE 10 CONNECTIONS
N.T.S.



- NOTES:
1. QUALIFIED PERSONNEL SHALL TERMINATE/SPLICE PRIMARY CABLE IN FULL ACCORDANCE WITH APPROVED KIT INSTRUCTIONS.
 2. THE USE OF TAPE OR HEAT SHRINK TUBING IS PROHIBITED.
 3. INSTALLER SHALL SIGN AND DATE EACH SPLICE/TERMINATION.

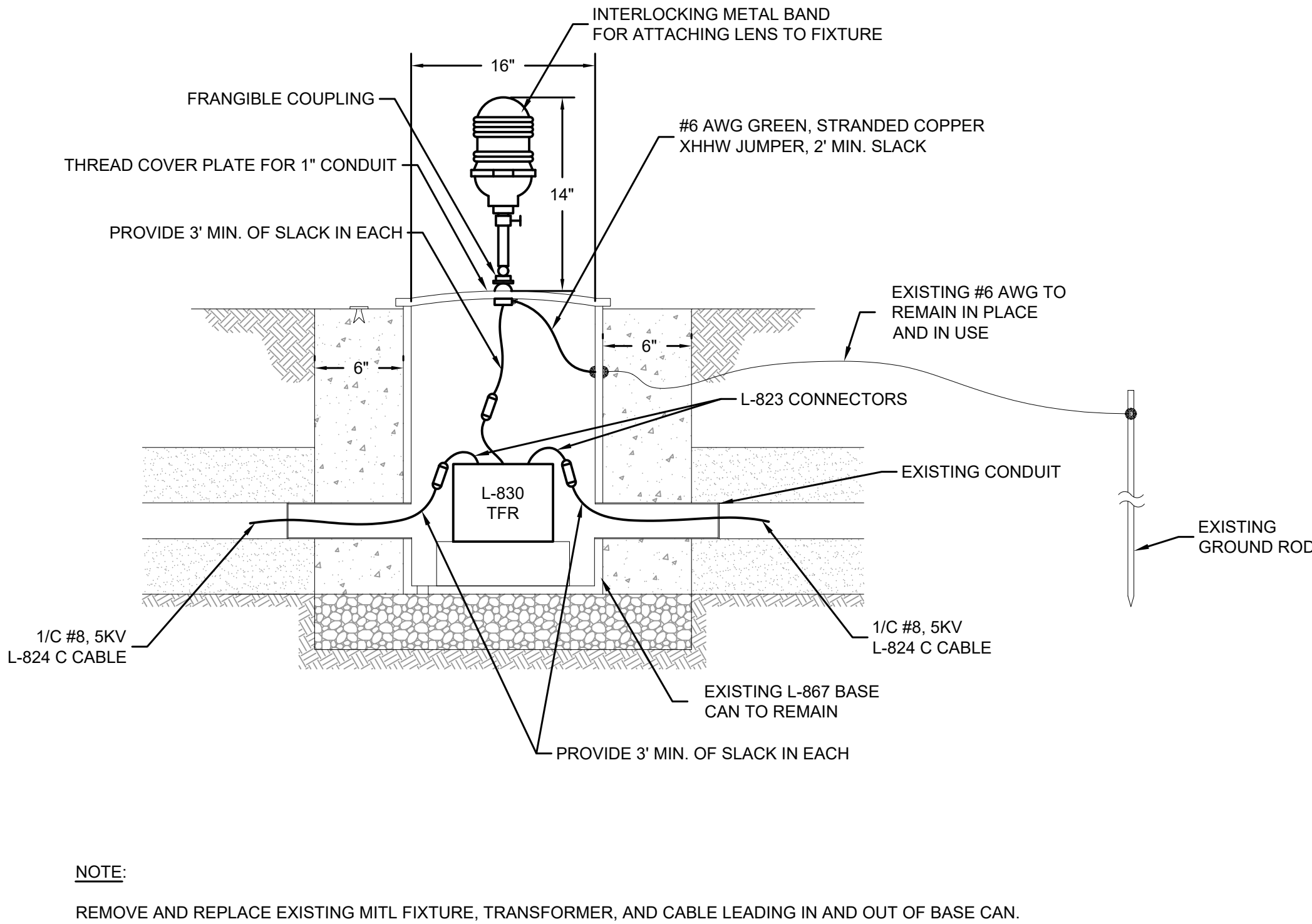
3

ONE 2-INCH ELECTRICAL CONDUIT DUCT BANK
N.T.S.



4

BASE MOUNTED MITL
N.T.S.



- NOTE:
- REMOVE AND REPLACE EXISTING MITL FIXTURE, TRANSFORMER, AND CABLE LEADING IN AND OUT OF BASE CAN.

SPACE NOT USED

ELECTRICAL DETAILS

**DURANT REGIONAL AIRPORT
TAXIWAY ELECTRICAL
IMPROVEMENTS
DURANT, OKLAHOMA**

DRAWN BY:	JB
DESIGNED BY:	AM
LATEST REVISION:	5/31/2022
KSA JOB NO.:	101061

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RENEWAL DATE: JUNE 30, 2022
SHEET NO.

E-601



Libra Electric Company

PROPOSAL / Price Request

05/02/2022

PROJECT: Durant TW Lighting Repair

All,

Libra Electric Company is pleased to provide a quotation for the electrical work associated with the project listed above. Our price is in accordance with the price request for repair work.

Libra's scope consists of:

- Electrical work as needed for TW System Repair
- TW Lighting Transformers and Connections as needed
- LED TW Lights if needed
- #8 L-824 Airport Cable as needed
- Sign Transformers and Connections as needed
- TW Closures if needed

For further clarification the following is not included in this quotation.

- Staking, surveying, dewatering, seeding, mulching, sodding, clearing, or grubbing
- Electrical work for batch plants, contractor's offices, and/or shops
- Saw cutting, breakout, or removal, of any asphalt or concrete
- Concrete or soil testing
- Engineering services of any kind
- Sign transformers and connections ONLY, not included internal sign parts

4634 Enterprise Drive * Oklahoma City, Oklahoma 73128 * (405) 949-9371 * Fax (405) 949-9373

Email: sales@libraelectric.net Website <http://www.libraelectric.net>

Electrical Pricing:

1. - Mobilization - \$6,500.00
2. - #8 L826 Airport Cable - 20,000' @ \$3.10 = \$62,000.00
3. - TW Light Transformers - 230 @ \$394 = \$90,620.00
4. - Sign Repair / Troubleshoot - 28 @ \$422 = \$11,816.00
5. - New L-861T TW Light - 230 @ \$448 = \$103,040.00

Max Total Price of 1 - 5: \$273,976.00

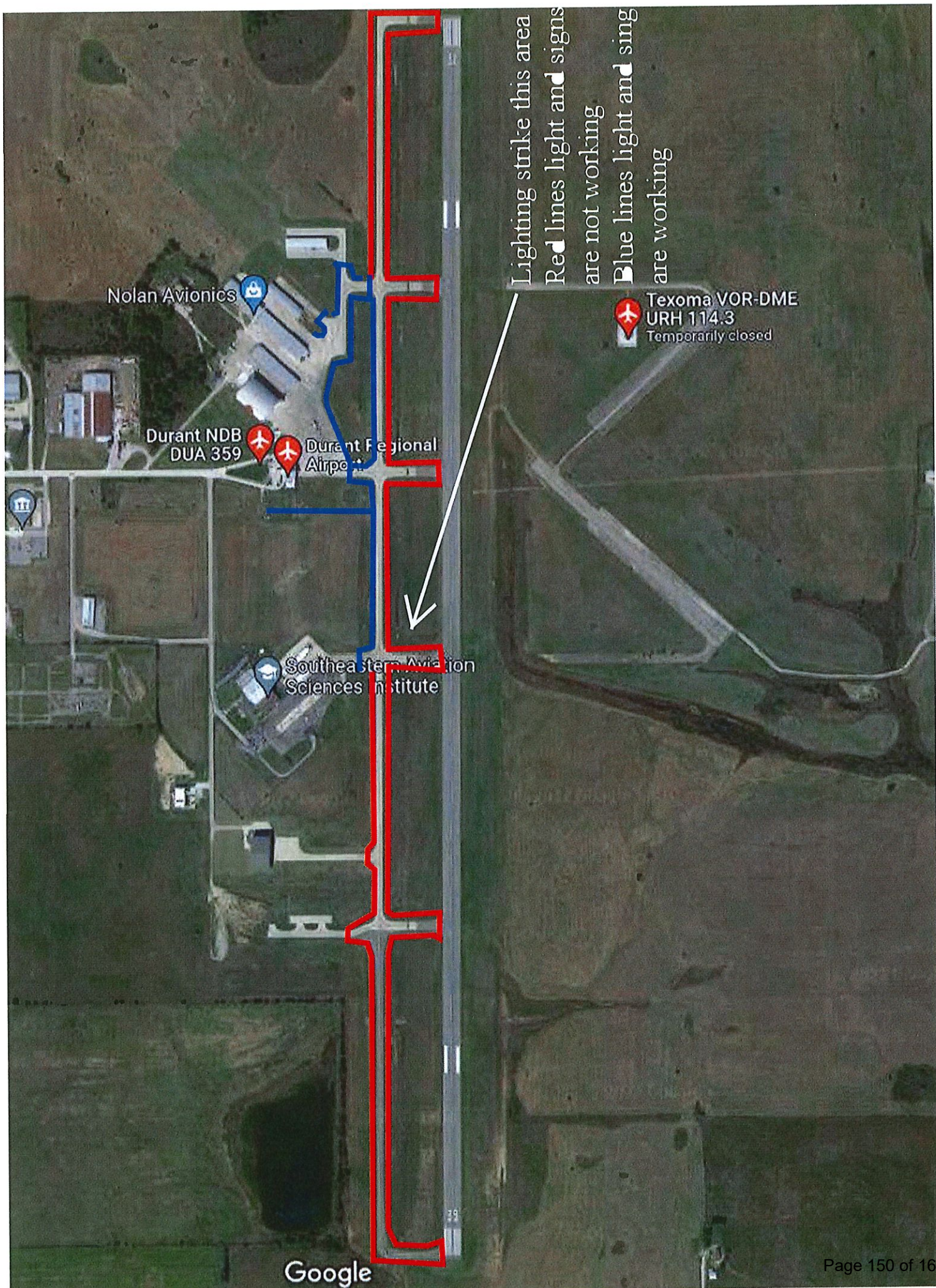
Thank you for the opportunity and if additional information is required, please contact this office.

Respectfully submitted,



Phillip Freeman
Project Manager/Estimator

4634 Enterprise Drive * Oklahoma City, Oklahoma 73128 * (405) 949-9371 * Fax (405) 949-9373
Email: sales@libraelectric.net Website <http://www.libraelectric.net>



Lighting strike this area
Red lines light and signs
are not working
Blue lines light and signs
are working

BID TAB Durant Regional Airport Taxiway Electrical Improvements City Bid No. C-2022-25 Bid Opening: Thursday, July 14, 2022 @ 2:00 PM KSA Project No. 101061					Electric Power Solutions, LLC 20582 US Highway 70 Wilson, OK 73463 580.657.2999		Third Generation Electrical, Inc. 8620 South 33rd West Avenue Tulda, OK 74132 918.446.6626		Libra Electric Company 4634 Enterprise Drive Oklahoma City, OK 73128 405.949.9371		Wise Electric Company PO Box 1081 Owasso, OK 74055 918.272.8844	
BID NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID												
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable:												
1.01	C-105	Mobilization	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00	\$ 12,870.00	\$ 12,870.00	\$ 15,000.00	\$ 15,000.00
1.02	KSA-105-3.1	Barricades for Pavement Closures	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00
1.03	KSA-105-3.2	Preparation of Safety Plan Compliance Document	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00
1.04	L-108-5.2	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Existing Conduit	LF	24,000	\$ 2.25	\$ 54,000.00	\$ 3.00	\$ 72,000.00	\$ 2.50	\$ 60,000.00	\$ 1.80	\$ 43,200.00
1.05	L-108-5.3	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed, Above the Duct Bank	LF	1,200	\$ 2.50	\$ 3,000.00	\$ 3.00	\$ 3,600.00	\$ 2.40	\$ 2,880.00	\$ 2.50	\$ 3,000.00
1.06	L-108-5.5	Removal of Existing L-824 Cable	LS	24,000	\$ 0.40	\$ 9,600.00	\$ 0.75	\$ 18,000.00	\$ 0.50	\$ 12,000.00	\$ 0.15	\$ 3,600.00
1.07	L-110-5.1	Install Non-Encased Electrical Duct, One each 2-inch	LF	600	\$ 6.00	\$ 3,600.00	\$ 8.00	\$ 4,800.00	\$ 7.25	\$ 4,350.00	\$ 10.00	\$ 6,000.00
1.08	L-125-5.1	Remove Existing L-861T(L) and L-830	LS	230	\$ 60.00	\$ 13,800.00	\$ 40.00	\$ 9,200.00	\$ 35.00	\$ 8,050.00	\$ 10.00	\$ 2,300.00
1.09	L-125-5.2	Install New L-861T(L) and L-830	EA	230	\$ 350.00	\$ 80,500.00	\$ 800.00	\$ 184,000.00	\$ 475.00	\$ 109,250.00	\$ 475.00	\$ 109,250.00
1.10	L-125-5.3	Replace Existing Lumacurve One Module Sign Electronics and L-830	EA	2	\$ 2,400.00	\$ 4,800.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,600.00	\$ 3,200.00
1.11	L-125-5.4	Replace Existing Lumacurve Two Module Sign Electronics and L-830	EA	11	\$ 2,500.00	\$ 27,500.00	\$ 1,700.00	\$ 18,700.00	\$ 2,000.00	\$ 22,000.00	\$ 1,900.00	\$ 20,900.00
1.12	L-125-5.5	Replace Existing Lumacurve Three Module Sign Electronics and L-830	EA	14	\$ 2,600.00	\$ 36,400.00	\$ 1,900.00	\$ 26,600.00	\$ 2,400.00	\$ 33,600.00	\$ 2,150.00	\$ 30,100.00
Total Base Bid Item 1:					\$ 256,200.00		\$ 367,400.00		\$ 269,000.00		\$ 238,250.00	
BID SUMMARY:												
BASE BID												
Total Base Bid Item 1 :				\$ 256,200.00		\$ 367,400.00		\$ 269,000.00		\$ 238,250.00		
Error found and corrected by KSA												
Low Bid												

**Durant Regional Airport
Durant, Oklahoma**

Professional Service Fees Taxiway Lighting Replacement at the Durant Regional Airport

This proposal provides scope and fee estimates for Professional Services related to the replacement of the Taxiway Lights at the Durant Regional Airport (DUA) located in Durant, Oklahoma due to a lightning strike.

I. PROJECT SCOPE

A recent lighting strike at Durant Regional Airport impacted a large portion of the Taxiway Lights. The project includes the design and construction of a replacement of the Taxiway Lighting circuit including new wire, transformers and lights for the Taxiway Light circuit. The design will reuse existing conduit and cans.

II. SCOPE OF SERVICES

A. FINAL DESIGN SERVICES

The services provided below do not include preparation of preliminary design documents, submission to owner or funding agency review documents, preliminary coordination, or preliminary design comment period.

a. Engineer shall:

- i. Prepare one (1) preliminary Construction Safety & Phasing Plan (CSPP) and submit for airspace approval through the FAA OE/AAA portal.
- ii. Prepare final plans for the design and construction of the project following applicable FAA Advisory Circulars (AC). Final plans will be provided to owner for review and comment prior to advertisement.
- iii. Prepare front end specifications.
- iv. Prepare non-technical specifications following applicable FAA Advisory Circulars (AC) listed in the design requirements.
- v. Prepare technical specifications for the design and construction of the project following applicable FAA Advisory Circulars (AC) listed in the design requirements.
- vi. Prepare one (1) Opinion of Probable Construction Costs (OPCC).

B. BIDDING SERVICES

a. Engineer shall:

- i. Assist Owner in obtaining bids/proposals through use of online plan room, maintain a record of bidders, and issue addenda as necessary.
- ii. Conduct one (1) pre-bid meeting and respond to questions from bidders.
- iii. Attend one (1) bid opening conducted by the Owner.
- iv. Evaluate submitted bids for responsiveness and check references of lowest responsive bidder.
- v. Prepare one (1) bid tabulation and letter of recommendation.
- vi. Coordinate with prospective lowest bidder to compile construction contract documents.

C. CONSTRUCTION ADMINISTRATION SERVICES

The services provided below are based on a 30 calendar day construction contract time period (construction time will not begin until all materials are on site). Any services needed beyond this time period will be considered additional services.

a. Engineer Shall:

- i. Conduct one (1) pre-construction meeting and respond to contractor questions.
- ii. Review project schedules, submittals, shop drawings, samples, etc. required by the contractor's contract documents and respond to Contractor RFIs as required.
- iii. Prepare weekly FAA construction progress reports.
- iv. Review and process contractor pay applications.
- v. Perform one (1) final inspection and verify completion of punchlist items.
- vi. Prepare one (1) set of as-built plans and specifications.

D. ADDITIONAL SERVICES

- a. Other items not specifically included in this proposal shall be considered additional services and subject to agreement between Owner and Engineer, including but not limited to the following:
 - i. Preparation of FAA environmental Categorical Exclusions (CATEX).
 - ii. Environmental coordination of any kind.
 - iii. Preparation of DBE updates including 1-yr goals, 3-yr goals, and Programs.
 - iv. Field surveys and topographic and utility mapping for design purposes.
 - v. Placement of advertisements/public notices for obtaining bids/proposals.

III. FEES AND SCHEDULE

1. Final Design Services - \$21,980.00 (lump sum)
2. Bidding Services - \$5,530.00 (lump sum)
3. Construction Administration - \$20,580.00 (lump sum)

The Engineer proposes to provide Professional Services described in Section I Project Scope and Section II Scope of Services for **\$48,090.00** on a lump sum basis. Any additional scope of work not specifically noted herein will require additional compensation by the Owner.

Final plans will be provided 30 days from notice to proceed.

Durant Regional Airport Taxiway Lighting Replacement

KSA Project 101061

5/5/2022

	Senior PM	Planner	EE	Design Eng	Admin	Expenses	Total
	\$ 215.00	\$ 180.00	\$ 180.00	\$ 125.00	\$ 90.00		
Plans	16	2	12	40		\$ 200.00	
Specs	16	6	16	20	8	\$ 200.00	
	32	8	28	60	8	\$ 400.00	\$ 21,980.00
Bidding	16		4	2	8	\$ 400.00	\$ 5,530.00
Construction	40	30	12	20	8	\$ 1,200.00	\$ 20,580.00
Total Hrs	88	38	44	82	24		\$ 48,090.00

July 15, 2022

Mr. John Dean
City Manager
City of Durant
300 West Evergreen
Durant, Oklahoma 74701

Re: DURANT REGIONAL AIRPORT
Taxiway Electrical Improvements
Durant Bid No. C-2022-25 Taxiway Lighting
Award Recommendation Letter

Dear Mr. Dean:

Sealed bid proposals were received on Thursday, July 14th, 2022, at 2:00 p.m. and then publicly opened and read aloud for the above referenced project at City Hall, as duly advertised. A total of four (4) bids were received. As shown on the attached bid tabulation sheets, the low total bid for the project was submitted by Wise Electric Company of Owasso, OK. A summary of their bid is as follows:

Contractor	Wise Electric Company	Electric Power Solutions, LLC	Libra Electric Company	Third Generation Electrical, Inc.
Base Bid:	\$238,250.00	\$256,200.00	\$269,000.00	\$367,400.00

KSA recommends awarding the project to Wise Electric Company in the amount of \$238,250.00.

KSA appreciates the opportunity to assist the City of Durant and the Durant Regional Airport with this very important project. Please do not hesitate to contact us should you have any questions, concerns or require additional information.

Sincerely,

KSA



Adam Marsh
Project Manager

Enclosures: Bid Tabulation



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From:
Re: Information Items

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: John Wyatt, Manager
Re: Airport Monthly Report - July 2022

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Airport Monthly Report- JULY-2022

Durant Airport Monthly Report – JULY 2022

New Record Month

Airport Monthly Sales

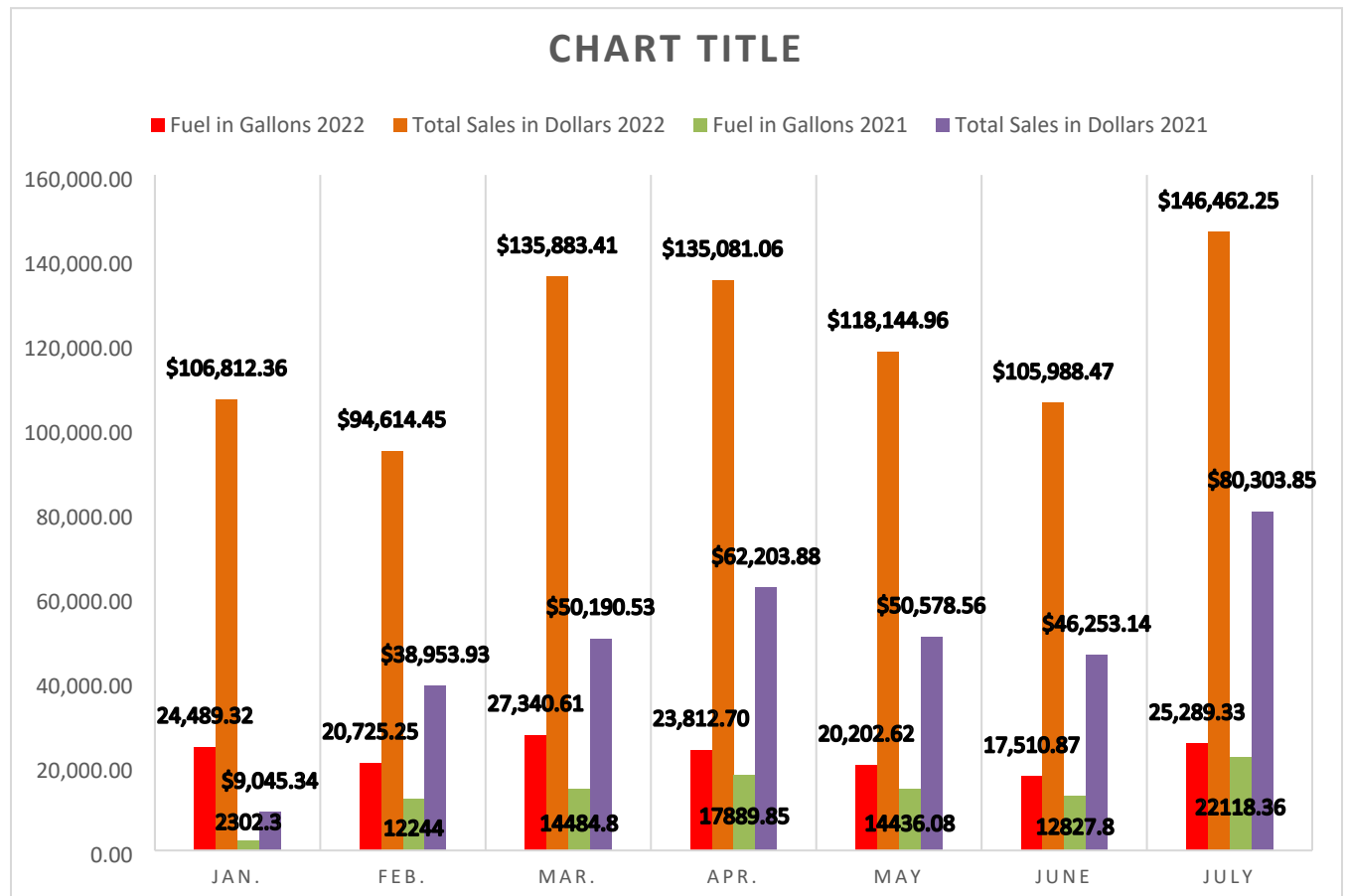
JULY 2022

JULY 2021

• Avgas 100LL -	4,583.95 G	\$ 29,077.78		2,702.2 G	\$ 1,0958.7
• Jet A w/Additive-	19,563 G	\$ 108,458.12		1,7151 G	\$ 60,307.19
• Self Service -	1,388.38 G	\$ 8,926.35		2,265.16 G	\$ 9,037.96
• Total Sales –	25,289.33 G	\$ 146,462.25		22,118.36 G	\$ 80,303.85
• Total Number of Sales-	247			150	
• Parking/Misc. - \$	\$100.00			\$3980	
• Total	\$ 146,462.25	vs		\$84,283.85	

Current Fuel prices:

100LL Full Serve \$5.99 Self-Serve \$ 5.79 JET A \$5.49



Hangers – We have been utilizing the scissor lift and are fixing lights and cables

Airport – There have been 2 new Jets and 2 new helicopter added to our home base numbers. This now brings the total number of Jets to 7 and Helicopters to 5.

Fueling – We have noticed a significant increase in 100LL fuel purchases due to the increase of Pilot Training being conducted at the airport. There has also been the addition on a new aircraft to use for flight training.

Project status

- **100 LL tank removal** **See Attached picture**



- **Parking Lot Construction.**
 - **We want to thank public works for all their hard work on our new parking addition to the airport. This will help to significantly increase safe parking and vehicle movement at the airport.**



Left Side Curb West Parking Lot.



Left Side West Parking Lot



Right Side West Parking Lot



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From:
Re: Administration

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS: