

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 CITY COUNCIL

6:00 PM

**Roscoe J. Hatfield
Council Chambers,
Durant City Hall
AGENDA**

February 9, 2016

**DURANT CITY HALL
300 W. EVERGREEN, DURANT, OK
ROSCOE J. HATFIELD COUNCIL CHAMBERS**

CALL TO ORDER

INVOCATION

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 Minutes - January 2016
- b. Budget Amendment 2016-04
- c. Consider Approval Of Amended Request For Authorization To Purchase #2015-156 For Environmental Services For Durant Regional Airport-Eaker Field For Runway Extension
- d. Consider Approval Of Request for Authorization to Purchase (RFAP) # 2016-014 For Engineer Services Work Order # DU-15-02 (C-2015-57) Relating To 16436 Community Development Block Grant (CDBG) 15 For The Supervisory Control and Data Acquisition (SCADA) System, Replacement of Programmable Logic Controllers (PLCs), Conversion To Cellular Based System, At Priority Water System Locations.
- e. Consider Request from the Rotary Club of Durant for Permission to Use Facilities (Parking, Restrooms and Showers) at Carl Albert Park, along with Brief Road Closure and Police Assistance During

the 20th Annual Durant Rotary Magnolia Bike Tour on Saturday, June 4, 2016 at 8 a.m.

- f. Request to Accept Emergency Management Performance State and Local Assistance Grant for Purchase of a Portable Loading Dock
- g. Consider Approval of Claims - January 2016

2. Consider Items Removed from Consent

3. Administration

- a. Consider Recommendation from Oklahoma Municipal Assurance Group (OMAG) Regarding Blackburn Plumbing Tort Claim and Take Possible Action
- b. Consider Award Of Financing For The Construction Of A Ten Unit T-Hangar At Durant Regional Airport-Eaker Field
- c. Consider Approval Of Request For Authorization To Purchase #2016-013 For Construction Of Ten (10) Unit T-Hangars At Durant Regional Airport-Eaker Field
- d. Consider Award Of Bid For Construction Of A Ten Unit T-Hangar At Durant Regional Airport-Eaker Field
- e. Consider Authorization To Accept Bids For Materials For Country Club Road Between Highway 78 And McLean Request For Bid RFB#2015-036 Grant# 16246 C D B G-E D 14
 - 1. S-3 And S-4 Asphalt
 - 2. Trucking for S-3 and S-4 Asphalt
 - 3. ODOT Aggregate Base Type A
 - 4. Concrete Arch Pipe And Prefab Concrete End Sections
 - 5. ODOT Geo textile Fabric
 - 6. Temporary Silt Fence
 - 7. Curb and Gutter
- f. Consider Approval Of Amendment #2 With LBR, Inc. For Engineering To Rehabilitate Runway 17-35 At Durant Regional Airport-Eaker Field
- g. Discussion: Adoption of the International Property Maintenance Code (IPMC).
- h. Consider Recommendation by Cemetery Advisory Board for Approval of Pioneer Cemetery and Highland Cemetery Information and Handbook
- i. Consider Approval of Supplement to Trust Indenture of Durant Industrial Authority to Modify Residency Requirement for One Non-Ex Officio Trustee
- j. Consider Approval of Resolution 2016-01 Consenting and Agreeing to a Supplement to the Trust Indenture of Durant Industrial Authority,

Accepting Beneficial Interest Therein

- k. Consider Appointment as Recommended by City of Durant Mayor to Fill Trustee Position Vacated by Fran Mickle

4. Information Items

- a. HR Department Report January 2016
Compliance, Activities and Projects
- b. Library Report for Jan 2016
- c. 911 Communication Center Monthly Report - Feb 2016
- d. Financial Statements - December 2015
- e. Community Development Monthly Report January 2016
- f. Street Department Report January 2016
- g. Police Department Monthly Report Dec 2015
- h. Fire Dept. Report Dec. 2015
- i. Grants Department Status Reports
- j. Grant Information Relating To City-Wide Park Improvements

5. Citizen Comments on Non-Agenda Items

Citizens wishing to address the council regarding matters which are not listed on the agenda will be required to sign up no later than 5 minutes prior to the scheduled starting time of the meeting. The sign-in sheet will contain space for citizen's name, address, phone number, and topic to be discussed. In this way, city staff will be able to follow-up on any issues presented if necessary.

6. 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 10th day of November, 2015 and that an agenda of said meeting was posted at the place of such meeting at 6:30 p.m. on the 4th day of February, 2016.

Barbara Lilley, City of Durant



The City of Durant

Office of City Clerk

Memorandum

Date: 1/25/2016
To: Mayor and City Council
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Minutes - January 2016

-
- a(1). Special Called Durant City Council Meeting of January 12, 2016
a(2). Regular Meeting of Durant City Council of January 12, 2016
a(3). Special Called Durant City Council Meeting of January 14, 2016

Council Information / Action Requested

Durant City Council - Approval of Minutes

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

ATTACHMENTS:

Description	Type	Upload Date
Special Called City Council Meeting 1.12.2016	Exhibit	1/25/2016
Regular Durant City Council Mtg 1.12.2016	Exhibit	1/25/2016
Special Called Durant City Council Meeting 1.14.2016	Exhibit	1/25/2016

Agenda posted on Durant City Hall Entry Door at 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 10th day of November, 2015, and that an agenda of said meeting was posted at the place of such meeting at 5:00 p.m. on the 7th day of January, 2016.

**MINUTES OF THE SPECIAL MEETING OF DURANT CITY Council Special Meeting
OF January 12, 2016 AT 5:00 PM,**

CALL TO ORDER

Meeting was called to order at 5:00 PM by Mayor Stewart Hoffman.

INVOCATION

There was no invocation provided.

ROLL CALL

Present: Council Member Chad Hitchcock
Council Member Billy L. Orr
Council Member Jerry Tomlinson
Vice-Mayor Destry Hawthorne
Mayor Stewart Hoffman

City Attorney Pat Phelps
City Manager Sarah Sherrer
City Clerk Cynthia Price

Absent: None

Mayor Hoffman declared a quorum.

1. Consider Ordinance No. 1786 Approving Petition #PC2015-14 - Request to Rezone Property Located West of 49th Street and North of University Blvd from Single-Family (R-1) District to General Residential (R-3) District

Approved

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to approve Ordinance No. 1786 and Petition #PC2015-14 rezoning property located West of 49th Street and North of University Boulevard from Single Family (R-1) District to General Residential (R-3) District (Section 1 Only). Motion Passed with the following vote:

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to approve Ordinance No. 1786 and Petition #PC2015-14 rezoning property located West of 49th Street and North of University Boulevard from Single Family (R-1) District to General Residential (R-3) District (Section 2 Only). Motion Passed with the following vote:

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson

2. Consider Ordinance No. 1787 Approving Petition #PC2015-15 - Request to Rezone Property Located West of 49th Street and North of University Blvd from Single-Family (R-1) District to Two-Family Residential (R-2) District

Approved

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to approve Ordinance No. 1787 and Petition #PC2015-15 rezoning property located West of 49th Street and North of University Boulevard from Single Family (R-1) District to Two-Family Residential (R-2) District (Section 1 Only). Motion Passed with the following vote:

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson

Motion was made by Chad Hitchcock and seconded by Destry Hawthorne to approve Ordinance No. 1787 and Petition #PC2015-15 rezoning property located West of 49th Street and North of University Boulevard from Single Family (R-1) District to Two-Family Residential (R-2) District (Section 2 Only). Motion Passed with the following vote:

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson

Adjournment

Meeting adjourned at 5:32 p.m.

Motion was made by Chad Hitchcock and seconded by Destry Hawthorne to adjourn meeting. Motion Passed with the following vote:

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson

Agenda posted on Durant City Hall Entry Door at 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 10th day of November, 2015 and that an agenda of said meeting was posted at the place of such meeting at 5:00 p.m. on the 7th day of January, 2016, and an Amended Agenda of said meeting was posted at the place of such meeting at 12:15 p.m. on the 8th day of January, 2016.

MINUTES OF THE REGULAR SCHEDULED MEETING OF THE DURANT CITY COUNCIL OF January 12, 2016 AT 6:00 PM, ROSCOE J. HATFIELD COUNCIL CHAMBERS, DURANT CITY HALL

CALL TO ORDER

INVOCATION

Invocation was delivered by David Houser, Interim Durant Police Chief.

ROLL CALL

Present: Council Member Chad Hitchcock
Council Member Billy L. Orr
Council Member Jerry Tomlinson
Vice-Mayor Destry Hawthorne
Mayor Stewart Hoffman

City Attorney Pat Phelps
City Manager Sarah Sherrer
City Clerk Cynthia Price

Absent: None

Mayor Hoffman declared a quorum.

1. Presentations

a. Durant Police Department Citizen Commendation Presentations

The Durant Police Department and specifically the Animal Control Division presented Citizen Commendation Awards and expressed appreciation to the following citizens and organizations that provided valuable assistance to the control and welfare of the animal shelter in Durant:

Wal-Mart;
Indian Nation Wholesale;
Durant Animal Rescue Alliance - Anna Marcy, Cathy Roberts and Melissa Reddick;
ICON Construction - Mike Stoica and Kathy Stoica

b. Employee Services Awards (4th Quarter)

Mayor Hoffman and City Manager Sherrer recognized the following City of Durant employees for their years of service:

James Cross - 30 years;
Aaron Bentley - 15 years;
Larry Meade - 15 years;
Jared Dillingham - 10 years;
Paul Ramirez - 10 years;
Kenneth Eppler - 5 years;
Angela Mullen - 5 years;
Richard Parker - 5 years;
Daniel Raymond - 5 years.

Total of 100 years of service to the City of Durant.

2. 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 Minutes

1. Regular Council Meeting of December 8, 2015
2. Special Council Meeting of December 18, 2015

b. Consider Approval of Claims - December, 2015

c. Consider Adoption of the 2016 Citizen Participation Plan - Required For All 2016 Community Development Block Grant (CDBG) Applications and Projects.

d. Consider the Approval of the Revised Request for Authorization to Purchase (RFAP) for Improvements at Slaton Park (RFAP 2015-155)

e. Consider Authorization to Accept the 2016 Emergency Management Performance Grant for State and Local Assistance in the Amount of \$40,000

- f. Consider Recommendation from Oklahoma Municipal Assurance Group (OMAG) Regarding Amy Reeves aka Amy Vann Tort Claim

Vice Mayor Hawthorne asked that Item 2(d) be removed from the consent docket and moved to Item 3 for further discussion. Council Member Hitchcock asked that Item 2(f) be removed from the consent docket and moved to Item 3 for further discussion.

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to approve remaining Consent Items 2 (a)(b)(c)(e) as presented. Motion Passed with the following vote:

Ayes: Hitchcock, Orr, Tomlinson, Hawthorne, Hoffman

3. Consider Items Removed from Consent

Motion was made by Chad Hitchcock and seconded by Destry Hawthorne to approve revised Request for Authorization to Purchase (RFAP) for Improvements at Slaton Park (RFAP 2015-155) ITEM 3(d). Motion Passed with the following vote:

Ayes: Hitchcock, Orr, Tomlinson, Hawthorne, Hoffman

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to approve recommendation from Oklahoma Municipal Assurance Group (OMAG) and deny Amy Reeves aka Amy Vann Tort Claim. ITEM 3(f). Motion Passed with the following vote:

Ayes: Hitchcock, Orr, Tomlinson, Hawthorne, Hoffman

4. Administration

- a. Consider Approval of DigiTicket Service Contract (C-2015-72) for Electronic Citation Hardware, Software, and Equipment

Approved

Interim Chief Houser stated this is Phase I of the 2-Phase electronic citation system. Interim Chief Houser recommended the contract be awarded to Digticket. DigiTicket is the only vendor of those providing quotes who offers software and hardware through a service agreement without any purchase.

Interim Chief Houser stated Phase 2 will consist of using funds collected from the \$25.00 technology fee to interface with both the Municipal Court's software and Durant Police Records software.

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to approve DigiTicket Service Contract (C-2015-72) for Electronic Citation Hardware, Software, and Equipment. Motion Passed with the following vote:

Ayes: Hitchcock, Orr, Tomlinson, Hawthorne, Hoffman

- b. Consider Approval of Project Scope for the FY15 Community Development Block Grant Economic Development Infrastructure Financing Grant Authorized by Resolution 2015-36

Approved

City Manager Sherrer stated the reason this item was brought back before city council was that the project scope had not been finalized at the time the grant application was submitted. City Manager Sherrer stated the project cost estimates exceed the \$1 Million Dollar grant amount. Brandon Wall of Wall Engineering stated this amount was a worst case scenario and costs could be lower depending on the location of the well. Mr. Wall stated this project would be bid out to the public. Council Member Tomlinson stated the water well would serve not only Commercial Metals Company but also the south side of Durant. Both Council Member Tomlinson and City Manager Sherrer stated the urgent nature of this project. Brandon Wall of Wall Engineering was present to answer questions from council. Council Member Tomlinson noted a scrivener's error in the corresponding memo which referred to 2016 rather than 2015.

Motion was made by Jerry Tomlinson and seconded by Destry Hawthorne to approve project scope for the FY15 Community Development Block Grant Economic Development Infrastructure Financing Grant authorized by Resolution 2015-36. Motion Passed with the following vote:

Ayes: Hitchcock, Orr, Tomlinson, Hawthorne, Hoffman

5. Public Hearings

- a. Public Hearing: FY16 LWCF (Land and Water Conservation Fund Grant) Grant Application Phase for Carl Albert Park Improvements
 - 1. Consider Authorization to Prepare and Submit the 2016 LWCF Grant Application

2. Authorization for the Mayor to Sign 2016 LWCF Application Documentation.

Approved

Rebecca Collins, Grants Coordinator, stated that City Manager Sherrer and city staff had met and identified Carl Albert Park as the site to invest funds. The purpose of this grant would be to remove, re-use and re-purpose the tennis courts; improve the park entryway and pavilion; install lighting along the walking trail; and install curb and guttering along the street. Ms. Collins stated the Bryan County Health Department has agreed to partner with the City of Durant in this endeavor and purchase signage along the trail to encourage physical activity. The grant request is for \$125,000, there is a \$60,000 city match already in place for park improvements, potential funding from a local partner, and in-kind labor and equipment. The total project budget is \$200,000 - \$250,000 with a 50/50 match. Ms. Collins stated calculating the dollar value of in-kind labor and equipment along with the financial dollars, the city would meet its 50% match criteria. Funding could become available in September 2016. The city has one year to complete the project once funding is received.

Motion was made by Jerry Tomlinson and seconded by Destry Hawthorne to approve authorization to prepare and submit the 2016 Land and Water Conservation Grant Application - Item 5(a)(1). Motion Passed with the following vote:

Ayes: Hitchcock, Orr, Tomlinson, Hawthorne, Hoffman

Motion was made by Jerry Tomlinson and seconded by Destry Hawthorne to approve authorization for the Mayor to sign 2016 Land and Water Conservation Fund Application Documentation - Item 5(a)(2). Motion Passed with the following vote:

Ayes: Hitchcock, Orr, Tomlinson, Hawthorne, Hoffman

6. Information Items

- a. Community Development Monthly Report for December 2015
- b. Planning Commission Meeting Minutes
- c. Human Resources Department - 2015 Outcomes and Metrics

- d. Library Report - December 2015
- e. Financial Statements - November 2015
- f. Police Department Monthly Report Nov 2015
- g. Street Department Report - December 2015
- h. Fire Department Monthly Report - December, 2015
- i. Emergency Management Monthly Report - December 2015

7. Citizen Comments on Non-Agenda Items

Citizens wishing to address the council regarding matters which are not listed on the agenda will be required to sign up no later than 5 minutes prior to the scheduled starting time of the meeting. The sign-in sheet will contain space for citizen's name, address, phone number, and topic to be discussed. In this way, city staff will be able to follow-up on any issues presented if necessary.

There were no citizen comments.

8. New Business

City Manager Sherrer stated that she requested the Oklahoma Municipal Assurance Group (OMAG) conduct an audit of playground equipment at all city parks. Parks Superintendent Keach Ballard presented the report with recommendations. Council Member Tomlinson and City Manager Sherrer both suggested one city park be selected to begin improvements followed by another city park as funds become available. The city would continue to search for applicable grants and additional resources to fund these repairs/replacements. The Parks and Recreation Committee would also have a role in this process. Council Member Tomlinson proposed the city research how other communities have handled playground equipment repair and/or replacement in their park systems. City Manager Sherrer and Parks Superintendent Keach Ballard were asked to come back before council at a later date with recommendations.

ADJOURNMENT

Meeting was adjourned at 7:15 P.M.

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to adjourn meeting. Motion Passed with the following vote:

Ayes: Hitchcock, Orr, Tomlinson, Hawthorne, Hoffman

Agenda posted on Durant City Hall Entry Door at

**MINUTES OF THE SPECIAL MEETING OF DURANT CITY Council Special Meeting
OF January 14, 2016 AT 6:00 PM, Donald W. Reynolds Community Center &
Library, Black Box Theater, 1515 W. Main Street, Durant, OK 74701**

CALL TO ORDER

Meeting was called to order at 6:00 PM by Mayor Stewart Hoffman.

INVOCATION

Durant Interim Police Chief David Houser delivered the invocation.

ROLL CALL

Present: Council Member Chad Hitchcock
Council Member Billy L. Orr
Council Member Jerry Tomlinson
Vice-Mayor Destry Hawthorne
Mayor Stewart Hoffman

City Attorney Pat Phelps
City Manager Sarah Sherrer
City Clerk Cynthia Price

Absent: None

Mayor Hoffman declared a quorum.

1. Presentation of Residents' Concerns In An Open Forum Conducted by State Auditor and Inspector Gary Jones

The program moderator was Gary A. Jones, Oklahoma State Auditor and Inspector. Mr. Jones introduced him and provided an overview of the auditing process. Mr. Jones stated his office will accept additional public comments and concerns through telephone at (405) 521-3495, email at tdavis@sai.ok.gov; or through their website at www.sai.ok.gov. Communication may be sent anonymously. Mr. Davis stated the second public meeting will be held in approximately 30 days depending on the amount of information that is provided for review. The floor was opened for attendees to voice their questions and concerns. Frank Crawford with Crawford & Associates, the accounting firm for the City of Durant, was present and did respond to particular citizen comments to provide additional clarification. Mr. Davis stated his office will create a summary of the questions and concerns received at this meeting and through telephone, email and website communications. Mr. Davis will then outline each question with a response. Mr. Davis remained at the meeting after it was adjourned to be available to personally speak with any attendee.

Adjournment

Mayor Hoffman adjourned the meeting at 7:12 P.M.



The City of Durant

Office of City Treasurer

Memorandum

Date: 1/22/2016
To: Mayor and City Council
From: Michelle Hall, Assistant City Treasurer
Re: Budget Amendment 2016-04

Your authorization to approve Budget Amendment BA 2016-04 is requested. All of the adjustments are procedural in nature; necessary to carry out motions previously approved or pending by the City Council and/or to recognize revenue received.

A summary of the proposed amendments is as follows:

- #1554 Insurance Reimbursement for storm damage incurred in May 2015
- #1555 Insurance Reimbursement for damage to traffic light near Choctaw
- #1556 Police Department Training Refund and Chili Cook Off Donations
- #1557 Choctaw Reimbursement to Street Department for installation of culvert
- #1558 Digiticket Grant Revenue and Contract Expense plus Court Tech Fee
- #1559 New Finance Department Personnel
- #1560 Antitrust Settlement to IT for payment of faulty LCD screens purchased
- #1561 SOSU Reimbursement for Water Line Extension near new water tower
- #1562 FAA Budget Updates for Airport Runway Overlay Project
- #1563 Environmental Study for Airport Runway Extension Project plus additional scope
- #1564 Airport Hangar Principal Note payoff
- #1565 Budgeted in wrong GL line item originally
- #1566 Move Solid Waste Collection salaries and wages to contract labor line item to cover temporary labor cost
- #1567 Cemetery Fence increase in scope of project

Council Information / Action Requested

All of the proposed budget changes have been reviewed by the City Manager, and the amendment is recommended for approval.

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

City Treasurer's office will process the pending budget amendment through our accounting software and verify that each fund is still in balance.

ATTACHMENTS:

Description

BA 2016-04 Register

Type

Backup Material

Upload Date

1/22/2016

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 001554 -----							
001 000-361.40-00 MISC. REVENUE	1/22/2016	INS REMB STORM DMG	4,002.00	44,000.00-	1,000.00	65,208.00-	14,284.10-
001 019-569.50-58 BUILDING MAINT. & SUPPLIES DEPT: GENERAL GOVERNMENT	1/22/2016	INS REMB STORM DMG	4,002.00	25,000.00	822.00-	28,180.00	20,938.59
001 000-361.40-00 MISC. REVENUE	1/22/2016	INS REMB STORM DMG	4,087.00	44,000.00-	1,000.00	65,208.00-	14,284.10-
001 019-569.70-17 FUND RESERVE DEPT: GENERAL GOVERNMENT	1/22/2016	INS REMB STORM DMG	4,087.00	1,500,000.00	34,067.00-	1,470,020.00	1,470,020.00
001 000-361.40-00 MISC. REVENUE	1/22/2016	INS REMB STORM DMG	288.00	44,000.00-	1,000.00	65,208.00-	14,284.10-
001 005-521.50-58 BUILDING MAINTENANCE DEPT: POLICE - LAW ENFORCEMENT	1/22/2016	INS REMB STORM DMG	288.00	7,500.00	0.00	7,788.00	2,986.23
405 000-361.40-00 MISC. REVENUE	1/22/2016	INS REMB STORM DMG	140.00	50,000.00-	776.00	54,301.00-	40,515.41-
405 028-553.50-58 BUILDING AND MAINTENANCE DEPT: WWTP	1/22/2016	INS REMB STORM DMG	140.00	7,000.00	0.00	7,140.00	6,097.29
405 000-361.40-00 MISC. REVENUE	1/22/2016	INS REMB STORM DMG	1,992.00	50,000.00-	776.00	54,301.00-	40,515.41-
405 027-552.50-69 OTHER EQUIP PARTS & MAINT DEPT: WATER TREATMENT PLANT	1/22/2016	INS REMB STORM DMG	1,992.00	50,000.00	0.00	53,385.00	40,679.24
405 000-361.40-00 MISC. REVENUE	1/22/2016	INS REMB STORM DMG	1,393.00	50,000.00-	776.00	54,301.00-	40,515.41-
405 027-552.50-69 OTHER EQUIP PARTS & MAINT DEPT: WATER TREATMENT PLANT	1/22/2016	INS REMB STORM DMG	1,393.00	50,000.00	0.00	53,385.00	40,679.24
500 000-361.40-00 MISC REVENUE	1/22/2016	INS REMB STORM DMG	1,648.00	0.00	0.00	1,648.00-	0.04-
500 010-534.55-99 CONCESSION SALES TAX EXP DEPT: RECREATIONAL MARKETING	1/22/2016	INS REMB STORM DMG	1,648.00	4,000.00	0.00	5,648.00	117.09-

Budget Adj. # 001555 -----

PACKET: 00244-BA2016-04

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 001555 -----							
001 000-361.40-00 MISC. REVENUE	1/22/2016	INS REIMB/TRFC LIT	10,635.00	44,000.00-	1,000.00	65,208.00-	14,284.10-
001 009-532.50-73 SIGNAL LIGHTS MAINTENANCE DEPT: PARKS, REC. & GEN. SVCS.	1/22/2016	INS REIMB/TRFC LIT	10,635.00	25,000.00	0.00	35,635.00	13,848.13
Budget Adj. # 001556 -----							
001 000-361.40-00 MISC. REVENUE	1/22/2016	PD TRAINING REFUND	300.00	44,000.00-	1,000.00	65,208.00-	14,284.10-
001 005-521.70-72 TRAINING AND TRAVEL DEPT: POLICE - LAW ENFORCEMENT	1/22/2016	PD TRAINING REFUND	300.00	30,000.00	0.00	30,300.00	21,662.15
001 000-361.40-00 MISC. REVENUE	1/22/2016	CHILI CKOFF DONATIO	221.00	44,000.00-	1,000.00	65,208.00-	14,284.10-
001 019-569.70-75 EMPLOYEE EVENT PROGRAM DEPT: GENERAL GOVERNMENT	1/22/2016	CHILI CKOFF DONATIO	221.00	1,000.00	0.00	1,221.00	760.63
Budget Adj. # 001557 -----							
001 000-361.40-00 MISC. REVENUE	1/22/2016	CHOCTAW REIMB STREE	675.00	44,000.00-	1,000.00	65,208.00-	14,284.10-
001 016-541.50-71 DRAINAGE MAINTENANCE DEPT: STREET DEPARTMENT	1/22/2016	CHOCTAW REIMB STREE	675.00	7,000.00	0.00	7,675.00	501.11
Budget Adj. # 001558 -----							
001 000-351.12-01 MUNICIPAL COURT TECHNOLOGY FEE	1/22/2016	DIGITICKET GRNT & E	17,466.00	0.00	0.00	17,466.00-	6,872.00-
001 013-512.30-79 DIGITICKET SERVICE AGREEMENT DEPT: MUNICIPAL COURT	1/22/2016	DIGITICKET GRNT & E	13,475.00	0.00	0.00	30,941.00	17,466.00
001 000-362.31-04 JAG GRNT REV E TICKETING	1/22/2016	DIGITICKET GRNT & E	13,475.00	0.00	0.00	13,475.00-	13,475.00-
001 013-512.30-79 DIGITICKET SERVICE AGREEMENT DEPT: MUNICIPAL COURT	1/22/2016	DIGITICKET GRNT & E	17,466.00	0.00	0.00	30,941.00	17,466.00

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 001559 -----							
001 019-569.99-22 TRSF TO DAA FOR EOC LEASE DEPT: GENERAL GOVERNMENT	1/22/2016	END OF EOC LAND LEA	10,000.00-	12,000.00	0.00	2,000.00	0.00
001 007-517.10-11 SALARIES AND WAGES DEPT: FINANCE DEPARTMENT	1/22/2016	END OF EOC LAND LEA	16,650.00	0.00	0.00	16,650.00	12,913.74
001 007-517.10-13 UNEMPLOYMENT INSURANCE DEPT: FINANCE DEPARTMENT	1/22/2016	END OF EOC LAND LEA	190.00	0.00	0.00	190.00	161.99
001 007-517.10-14 FICA DEPT: FINANCE DEPARTMENT	1/22/2016	END OF EOC LAND LEA	1,275.00	0.00	0.00	1,275.00	989.18
001 007-517.10-15 OMRF PENSION CONTRIBUTION DEPT: FINANCE DEPARTMENT	1/22/2016	END OF EOC LAND LEA	1,520.00	0.00	0.00	1,520.00	1,199.06
001 007-517.10-16 LIFE & HEALTH INSURANCE DEPT: FINANCE DEPARTMENT	1/22/2016	END OF EOC LAND LEA	4,915.00	0.00	0.00	4,915.00	4,915.00
001 002-514.10-11 SALARIES AND WAGES DEPT: CITY CLERK DEPARTMENT	1/22/2016	END OF EOC LAND LEA	14,550.00-	111,839.00	18,000.00	115,289.00	53,328.46
Budget Adj. # 001560 -----							
010 000-361.40-00 MISC. REVENUE	1/22/2016	ANTITRUST SETTLMT F	9,644.00	0.00	11,800.00	21,444.00-	11,543.45-
010 020-560.30-80 WORK FLOW SOFTWARE DEPT: INFO. TECH. SERVICE DEPT.	1/22/2016	ANTITRUST SETTLMT F	9,644.00	0.00	0.00	9,644.00	9,644.00
Budget Adj. # 001561 -----							
015 000-362.60-04 SOSU REIMB H2O EXT 7TH ST	1/22/2016	SOSU REIMBRSM H2O	30,000.00	0.00	0.00	30,000.00-	30,000.00-
015 026-551.62-89 N. 7TH ST H2O LINE EXT DEPT: WATER/SEWER LINE MAINT.	1/22/2016	SOSU REIMBRSM H2O	30,000.00	0.00	0.00	30,000.00	9,867.19-

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 001562 -----							
015 000-362.77-13 FAA GRNT ASPH OVRLY RNWY17/35	1/22/2016	FAA SCOPE CHNG RNW	123,578.00	150,000.00-	0.00	273,578.00-	273,578.00-
015 065-503.80-50 FY16 ASPHALT OVRLY RNWY 17/35 DEPT: EAKER FIELD AIRPORT	1/22/2016	FAA SCOPE CHNG RNW	137,308.00	166,667.00	0.00	303,975.00	303,975.00
015 019-569.61-99 FUND RESERVE DEPT: GENERAL GOVERNMENT	1/22/2016	FAA SCOPE CHNG RNW	13,730.00-	440,532.00	59,645.00	443,447.00	443,447.00
Budget Adj. # 001563 -----							
015 065-503.80-35 ENGINEERING-RUNWAY EXTENSION DEPT: EAKER FIELD AIRPORT	1/22/2016	ENVIRON COST/PROJ I	43,000.00	0.00	4,000.00	47,000.00	38,975.45
015 019-569.61-99 FUND RESERVE DEPT: GENERAL GOVERNMENT	1/22/2016	ENVIRON COST/PROJ I	43,000.00-	440,532.00	59,645.00	443,447.00	443,447.00
Budget Adj. # 001564 -----							
206 065-503.90-85 FY06 HANGAR PRINCIPAL PAYMENT DEPT: EAKER FIELD	1/22/2016	HANGAR PRINCIPAL PA	13,377.00	26,753.00	0.00	40,130.00	0.94
206 065-503.70-86 JET FUEL PURCHASES DEPT: EAKER FIELD	1/22/2016	HANGAR PRINCIPAL PA	13,377.00-	400,000.00	0.00	386,623.00	264,437.64
Budget Adj. # 001565 -----							
210 045-528.90-94 ORF-03-0005L CWSRF OWRB NOTE DEPT: CWSRF - WWTP IMPROVEMENTS	1/22/2016	BUDGET IN WRONG GL	354,703.00-	354,703.00	0.00	0.00	0.00
210 045-528.90-97 SERIES 20003A & 2004A CWSRF DEPT: CWSRF - WWTP IMPROVEMENTS	1/22/2016	BUDGET IN WRONG GL	354,763.00	0.00	0.00	354,763.00	177,411.31
210 000-361.10-00 INTEREST EARNED	1/22/2016	BUDGET IN WRONG GL	60.00	0.00	0.00	60.00-	45.54
Budget Adj. # 001566 -----							

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 001566							
405 029-554.10-11	1/22/2016	TO ACCOMODATE TEMPS	26,000.00-	528,225.00	0.00	502,225.00	263,426.71
SALARIES AND WAGES							
DEPT: COLLECTION - SOLID WASTE							
405 029-554.30-51	1/22/2016	TO ACCOMODATE TEMPS	26,000.00	0.00	0.00	26,000.00	200.25
CONTRACT LABOR							
DEPT: COLLECTION - SOLID WASTE							

Budget Adj. # 001567							
615 050-572.60-54	1/22/2016	CEMETERY FENCE REPA	3,710.00	0.00	6,000.00	9,710.00	199.28-
FENCE REPAIR							
DEPT: HIGHLAND CEMETERY							
615 050-572.70-17	1/22/2016	CEMETERY FENCE REPA	3,710.00-	160,873.00	2,485.00	159,648.00	159,648.00
FUND RESERVE							
DEPT: HIGHLAND CEMETERY							
PACKET NOTES:							
BA 2016-04 #1554 INS REIMBURSEMENT/STORM DAMAGE IN MAY 2015							
BA 2016-04 #1555 INS REIMBURSEMENT/TRFC LIT DMG NEAR CHOCTAW							
BA 2016-04 #1556 PD TRNG REFUND AND CHILI COOKOFF DONATIONS							
BA 2016-04 #1557 CHOCTAW REIMB STREET FOR CULVERT INSTALL							
BA 2016-04 #1558 DIGITICKET GRANT REV, TECH FEE AND EXPENSE							
BA 2016-04 #1559 NEW FINANCE DEPT PERSONNEL							
BA 2016-04 #1560 ANTITRUST STLMNT IT PYMT FAULTY LCD SCREENS							
BA 2016-04 #1561 SOSU REIMBURSEMENT FOR WATER LINE EXTENSION							
BA 2016-04 #1562 FAA BUDGET UPDATES TO RUNWAY OVERLAY PROJ							
BA 2016-04 #1563 ENVIRONMENTAL ON RUNWAY EXT & INCR SCOPE							
BA 2016-04 #1564 HANGAR PRINCIPAL NOTE PAYOFF							
BA 2016-04 #1565 BUDGETED IN WRONG GL LINE ITEM ORIGINALLY							
BA 2016-04 #1566 TO COVER SOLID WASTE CLLCTN CONTRACT LABOR							
BA 2016-04 #1567 TO COVER INC IN CEMETERY FENCE PROJECT COST							
TOTAL NO. ADJUSTMENTS--REVENUE:					17	219,604.00	
TOTAL NO. ADJUSTMENTS--EXPENSE:					34	219,604.00	
TOTAL IN PACKET--						439,208.00	

*** BUDGET DEFICIT WARNINGS ***

FUND ACCOUNT	NAME	BALANCE
015 026-551.62-89	N. 7TH ST H20 LINE EXT	9,867.19-
500 010-534.55-99	CONCESSION SALES TAX EXP	117.09-

PACKET: 00244-BA2016-04

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 001567							
615 050-572.60-54		FENCE REPAIR		199.28-			

TOTAL WARNINGS: 3

*** NO ERRORS ***

*** END OF REPORT ***



The City of Durant

Office of Technical Projects

Memorandum

Date: 1/25/2016
To: Mayor and City Council
From: Jerry Yandell, Technical Projects Director
Re: Consider Approval Of Amended Request For Authorization To Purchase #2015-156 For Environmental Services For Durant Regional Airport-Eaker Field For Runway Extension

The attached amended Request for Authorization to Purchase is presented for your approval. This amended version is presented to include additional services required by the FAA. These services are reimbursable expenses once an Airport Improvement grant has been issued, which should about May 2016. This will allow for environmental work to continue preparing the environmental report that is required for any construction projects to be considered for the airport.

Your acceptance is recommended and I will be happy to discuss any concerns regarding this request.

Council Information / Action Requested

Council Authorization

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

Notify Environmentalist of scope of services

Notify Treasurer for budgeting

ATTACHMENTS:

Description	Type	Upload Date
RFAP #2015-156	Backup Material	1/25/2016

SPEND/CNTRCT#
 INCODE PROJ#
 RFAP#

REQUEST FOR AUTHORIZATION TO PURCHASE

#2015-156

Ref: 11 O.S. §10:114 (B) and 61 O.S. §103 (D) and City of Durant Code: § 37.003-37.010

Item

- 1 Item planned for spending (provide details):
ENVIRONMENTAL ASSESSMENT--EXTEND AIRPORT RUNWAY amended to include
 Contract # 2015-03 plus \$10,000 for noise contours evaluation
 and addn'l out of scope services
- 2 Department requesting authorization:
EAKER FIELD AIRPORT
- 3 Bidding recommendation (award or reject along with name and contact information of vendor):
BLACKSHARE ENVIRONMENTAL SOLUTIONS
- 4 Estimated Purchase Date (M/D/Y): November 20, 2015
- 5 What are the financing or lease purchase terms (APR %, length of financing, payments, etc.)
- 6 Is this item included in the current FY budget (Yes/No) Yes
- 7 GL account code: 58 1.14.14
- 8 Spending / purchase request details (complete below blanks):
 # 015-065-503-80-35
- 8a Amount requested to spend 47,000.00 ~~\$6,000.00~~
- 8b Item (new or replacement, if a capital item complete fixed asset form)? New
- 8c Old Item to be Traded-In (Yes / No). Note: if a capital item complete fixed asset form? No
- If a Replacement Item, give description, age and condition of item to be replaced (including model & serial or VIN, trade allowance)
- 8d Is a contractor written agreement involved (Yes / No), if yes include a copy of the contract after City Attorney Review No
- 8e Does the purchase involve Grant Funding (Yes or No) No
- 8f What is the City Cash Match for the Grant \$
- 8g What other match or financial obligation is involved with the City accepting this Grant (explain with details)
- 9 Purchase is Planned By (complete appropriate item(s) below):
- 9a **Informal Quotes** – Purchases of \$2000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 use formal bids. Specifications & at least 3 quotes must be attached for items over \$5,000 (city manager can require quotes for below \$5,000):
- 9b **Formal Bids** – Purchases with an estimated cost over \$15,000 Council approval required. Attach complete specifications and a bidders list with at least 3 bidders. Include bidder name, address, phone number, fax number and email address of recommended vendor:
- 9c **State Contract** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases over \$15,000 Council approval required. Include name, address, phone number, fax number, email address of state contract vendor and state contract number:

9d **Buy Board** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases more than \$15,000 Council approval required. Include name, address, phone number, fax number, email address of Buy Board:

9e **Professional Services Agreement** – Purchases over \$2,000 and less than \$15,000 via an engineering, surveying, architect, computer services, janitorial, etc. firm covered by a council approved professional services agreement, City Manager approval required.

NEPA ENVIRONMENTAL ASSESSMENT - EXTEND RUNWAY 35; OVERLAY RUNWAY 17-35, DURANT REGIONAL AIRPORT - INITIATION OF TASK 3

9f **Emergency Purchase** – To be utilized only when immediate action must be taken to protect the public health or safety or to prevent damage to property, prior council approval not required. Notify the City Manager immediately that an emergency purchase is needed.

9g **Sole Source Purchase** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 Council approval required in addition to City Manager approval. Attach to this request a memo detailing the nature of the Sole source designation, that is explain how this purchase fulfills the requirements to be considered a sole source purchase:

10 Signature & date blocks (complete appropriate sections):

10a	<u>N/A</u> Signature of Grants Administrator (if applicable)	date (M/D/Y):
10b	Signature Department Head	date (M/D/Y):
10c	<u>M. Hall</u> Signature of Division Head	date (M/D/Y): 11-20-15
10d	Signature of Budget Administrator	date (M/D/Y):
10e	<u>Gary Gardner</u> Signature of Project Director (only over \$5,000 capital projects)	date (M/D/Y): 11-20-15
10f	<u>Sarah Sherrer</u> Signature of City Manager (only over \$2,000)	date (M/D/Y): 11.23.2015
10g	<u>[Signature]</u> Signature of City Treasurer (date)	date (M/D/Y): 11-20-2015
11h	City Manager Comments:	



The City of Durant

Grants Department

Memorandum

Date: 1/27/2016
To: Mayor and City Council
From: Rebecca Collins, Grants Coordinator
Re: Consider Approval Of Request for Authorization to Purchase (RFAP) # 2016-014 For Engineer Services Work Order # DU-15-02 (C-2015-57) Relating To 16436 Community Development Block Grant (CDBG) 15 For The Supervisory Control and Data Acquisition (SCADA) System, Replacement of Programmable Logic Controllers (PLCs), Conversion To Cellular Based System, At Priority Water System Locations.

The awarded Community Development Block Grant 16436 CDBG 15 grant project scope consists of:
Upgrading the water system SCADA to include replacement of PLCs, conversion to cellular based system, and upgrade of SCADA software.

The RFAP #2016-014 is support documentation for approved Work Order # DU-15-02 (C-2015-57).

Council Information / Action Requested

Consider Approval Of Request for Authorization to Purchase (RFAP) # 2016-014 For Engineer Services Work Order # DU-15-02 (C-2015-57) Relating To 16436 Community Development Block Grant (CDBG) 15 For The Supervisory Control and Data Acquisition (SCADA) System, Replacement of Programmable Logic Controllers (PLCs), Conversion To Cellular Based System, At Priority Water System Locations.

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

Becca and other staff will work with the engineer to complete the bid process as soon as possible.

ATTACHMENTS:

Description	Type	Upload Date
RFAP # 2016-014	Cover Memo	2/2/2016

SPEND/CNTRCT#
 INCODE PROJ# 624
 RFAP#2016-014 (ENG)

REQUEST FOR AUTHORIZATION TO PURCHASE

Ref: 11 O.S. §10:114 (B) and 61 O.S. §103 (D) and & City of Durant Code: § 37.003-37.010

Item

- 1 Item planned for spending (provide details):
ENGINEERING SERVICES FOR THE SCADA SYSTEM, PLC'S FOR WATER SERVICE LOCATION S AND APPROPRIATE CONTROL VALVES AT WATER SYSTEM LOCATIONS
- 2 Department requesting authorization:
GRANT DEPARTMENT
- 3 Bidding recommendation (award or reject along with name and contact information of vendor):
- 4 Estimated Purchase Date (M/D/Y): **FEB. TO JUNE 30, 2016**
- 5 What are the financing or lease purchase terms (APR %, length of financing, payments, etc.)
- 6 Is this item included in the current FY budget (Yes/No) **Yes**
- 7 GL account code: **#250-132-596-60-01**
- 8 Spending / purchase request details (complete below blanks):
- 8a Amount requested to spend **\$34,520.00**
- 8b Item (new or replacement, if a capital item complete fixed asset form)? **New**
- 8c Old Item to be Traded-In (Yes / No). Note: if a capital item complete fixed asset form? **No**
- If a Replacement Item, give description, age and condition of item to be replaced (including model & serial or VIN, trade allowance)*
- 8d Is a contractor written agreement involved (Yes / No), if yes include a copy of the contract after City Attorney Review **(ENGINEER WORK ORDER DU-15-02) (C-2015-57)** **Yes**
- 8e Does the purchase involve Grant Funding (Yes or No) **ENGINEER SERVICES HAVE BEEN IDENTIFIED AS CASH MATCH FOR 16436 CDBG 15** **No**
- 8f What is the City Cash Match for the Grant **\$34,520.00**
- 8g What other match or financial obligation is involved with the City accepting this Grant (explain with details)

RESOLUTION 2015-18 FOR THE PROJECT MATCH WAS APPROVED BY JULY 14, 2015

- 9 Purchase is Planned By (complete appropriate item(s) below):
- 9a **Informal Quotes** – Purchases of \$2000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 use formal bids. Specifications & at least 3 quotes must be attached for items over \$5,000 (city manager can require quotes for below \$5,000):
- 9b **Formal Bids** – Purchases with an estimated cost over \$15,000 Council approval required. Attach complete specifications and a bidders list with at least 3 bidders. Include bidder name, address, phone number, fax number and email address of recommended vendor:
- 9c **State Contract** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases over \$15,000 Council approval required. Include name, address, phone number, fax number, email address of state contract vendor and state contract number:

9d **Buy Board** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases more than \$15,000 Council approval required. Include name, address, phone number, fax number, email address of Buy Board:

9e **Professional Services Agreement** – Purchases over \$2,000 and less than \$15,000 via an engineering, surveying, architect, computer services, janitorial, etc. firm covered by a council approved professional services agreement, City Manager approval required.

WORK ORDER DU-15-02 (C-2015-57)

9f **Emergency Purchase** – To be utilized only when immediate action must be taken to protect the public health or safety or to prevent damage to property, prior council approval not required. Notify the City Manager immediately that an emergency purchase is needed.

9g **Sole Source Purchase** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 Council approval required in addition to City Manager approval. Attach to this request a memo detailing the nature of the Sole source designation, that is explain how this purchase fulfills the requirements to be considered a sole source purchase:

10 Signature & date blocks (complete appropriate sections):

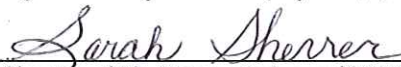
10a  JAN 25, 2016
Signature of Grants Administrator (if applicable) date (M/D/Y):

10b _____ date (M/D/Y):
Signature Department Head

10c _____ date (M/D/Y):
Signature of Division Head

10d  1-29-16
Signature of Budget Administrator date (M/D/Y):

10e _____ date (M/D/Y):
Signature of Project Director (only over \$5,000 capital projects)

10f  27 JAN 2016
Signature of City Manager (only over \$2,000) date (M/D/Y):

10g  1/27/2016
Signature of City Treasurer (date) date (M/D/Y):

11h City Manager Comments:



The City of Durant

Office of City Manager

Memorandum

Date: 12/29/2015
To: Mayor and City Council
From: Barbara Lilley, Executive Assistant
Re: Consider Request from the Rotary Club of Durant for Permission to Use Facilities (Parking, Restrooms and Showers) at Carl Albert Park, along with Brief Road Closure and Police Assistance During the 20th Annual Durant Rotary Magnolia Bike Tour on Saturday, June 4, 2016 at 8 a.m.

Council Information / Action Requested

Please see attached letter from the Durant Rotary Club Vice-President, Michael J. Davis, along with the bike routes.

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

ATTACHMENTS:

Description	Type	Upload Date
Durant Rotary Magnolia Bike Tour Letter and Routes	Cover Memo	1/28/2016



Rotary

Club of Durant

The Durant Rotary Magnolia Bike Tour

PO Box 1741

Durant, Oklahoma 74702

580-916-0649

22 January 2016

Sarah Sherrer, City Manager

City of Durant

PO Box 578

Durant, OK 74702

Dear City Manager Sherrer:

The Durant Rotary club would like to put the following event/facility request/brief road closure item on the next City Council agenda. We are happy to have a representative at the meeting to answer any questions. The 20th Annual Durant Rotary MAGNOLIA BIKE TOUR, which is traditionally a part of the Magnolia Festival, is scheduled for Saturday June 4th, at 8:00AM.

The ride including multiple lengths [22mi, 40mi, 75mi, & 90 mi.] would start from Carl Albert Park. We are requesting access to this facility for parking, bathrooms and showers for the participants as well as a staging area to start and end the race. We will need police assistance with traffic at the beginning of the ride. Gail Farrell and North 1st Street are the initial lengths of the ride, where bicycle traffic will be the heaviest before riders spread out on the course. It would be great if the police escort could take the riders out to the split of 78/48 where the multi lane ends (we could use the help with the left hand turn at that corner).

The routes are attached. Please let me know if you have any questions. The Durant Rotary Club greatly appreciates your support.

Sincerely,

A handwritten signature in black ink that reads "Michael J. Davis".

Michael J. Davis, J.D.

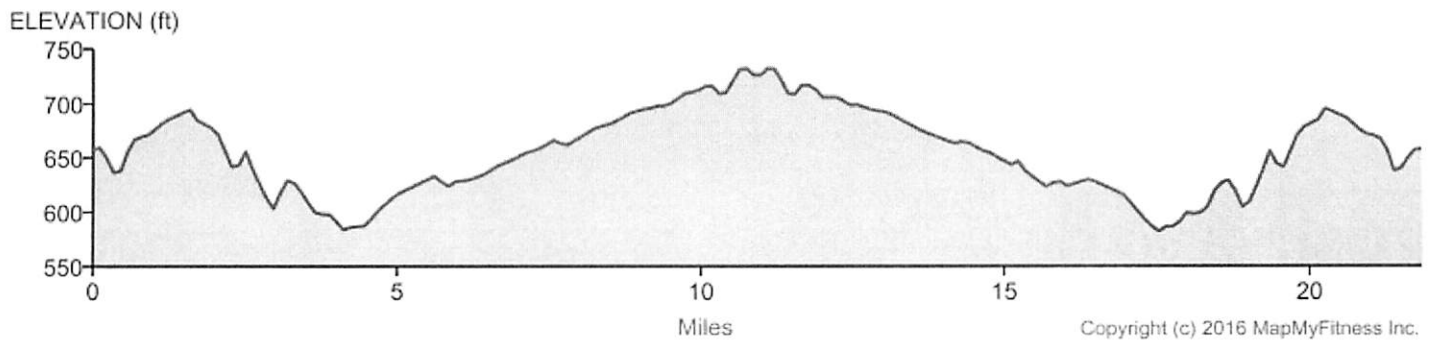
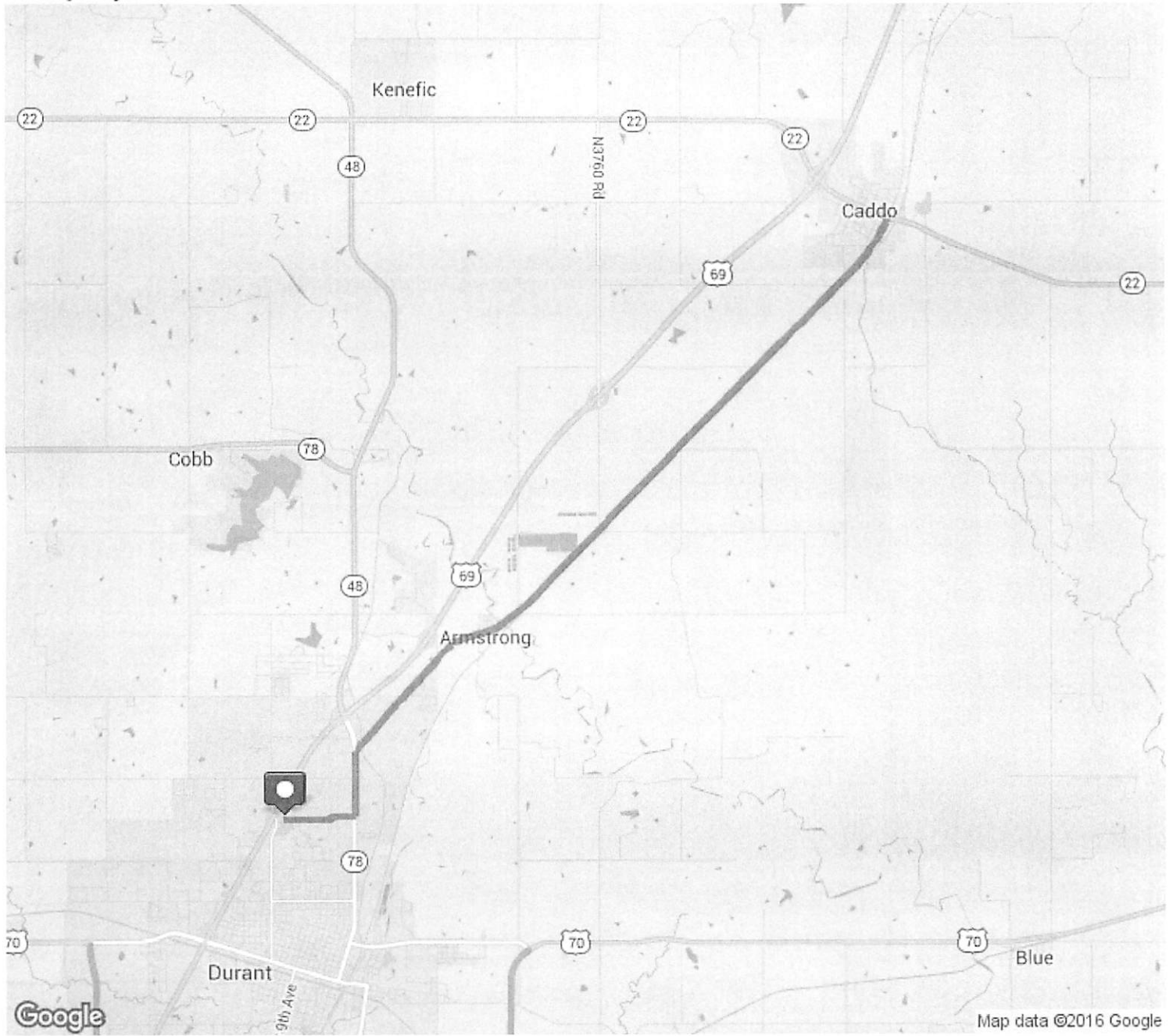
Vice-President, Rotary Club of Durant

Phone: (580) 920-5511 / Email: mdavis@se.edu



20th MBT - 22 mi.
Distance: 21.87 mi
Elevation: 437.26 ft (Max: 732.09 ft)

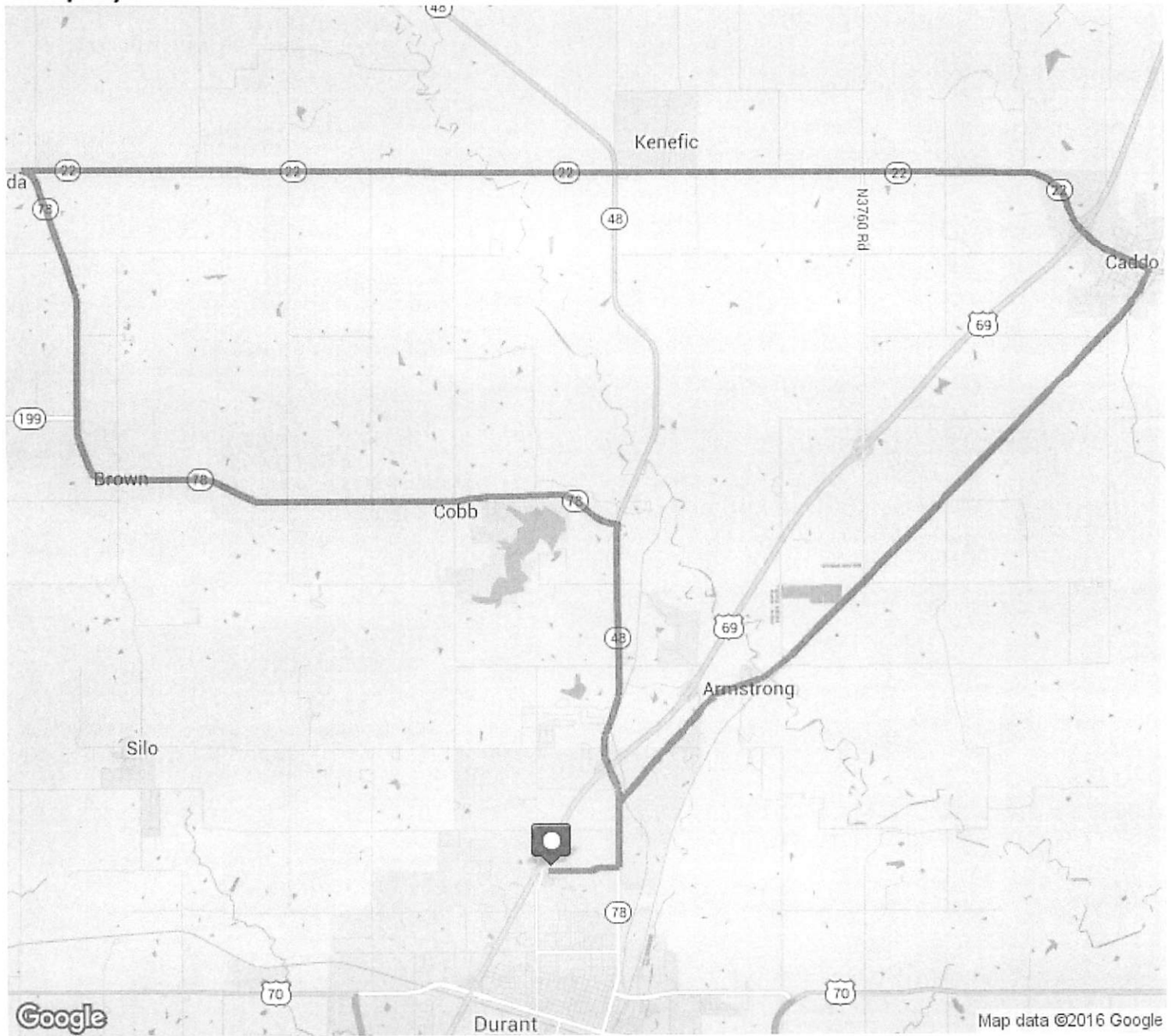
mapmyride



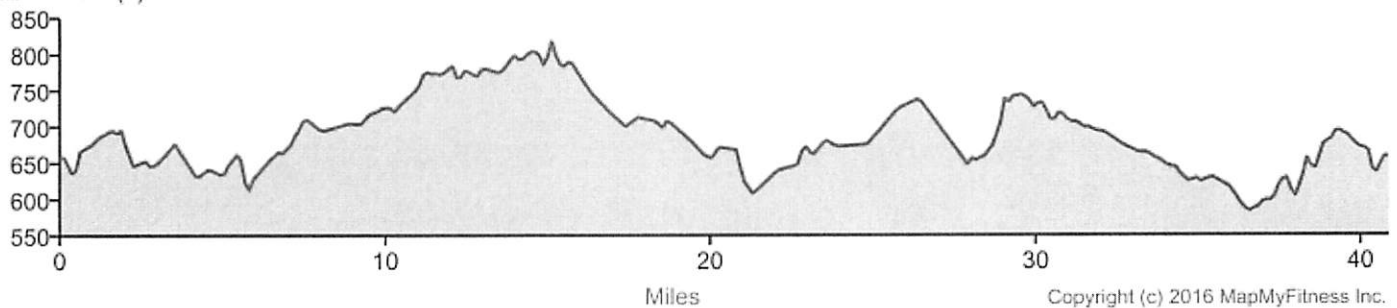


20th MBT - 40 mi.
Distance: 40.88 mi
Elevation: 850.63 ft (Max: 816.73 ft)

mapmyride



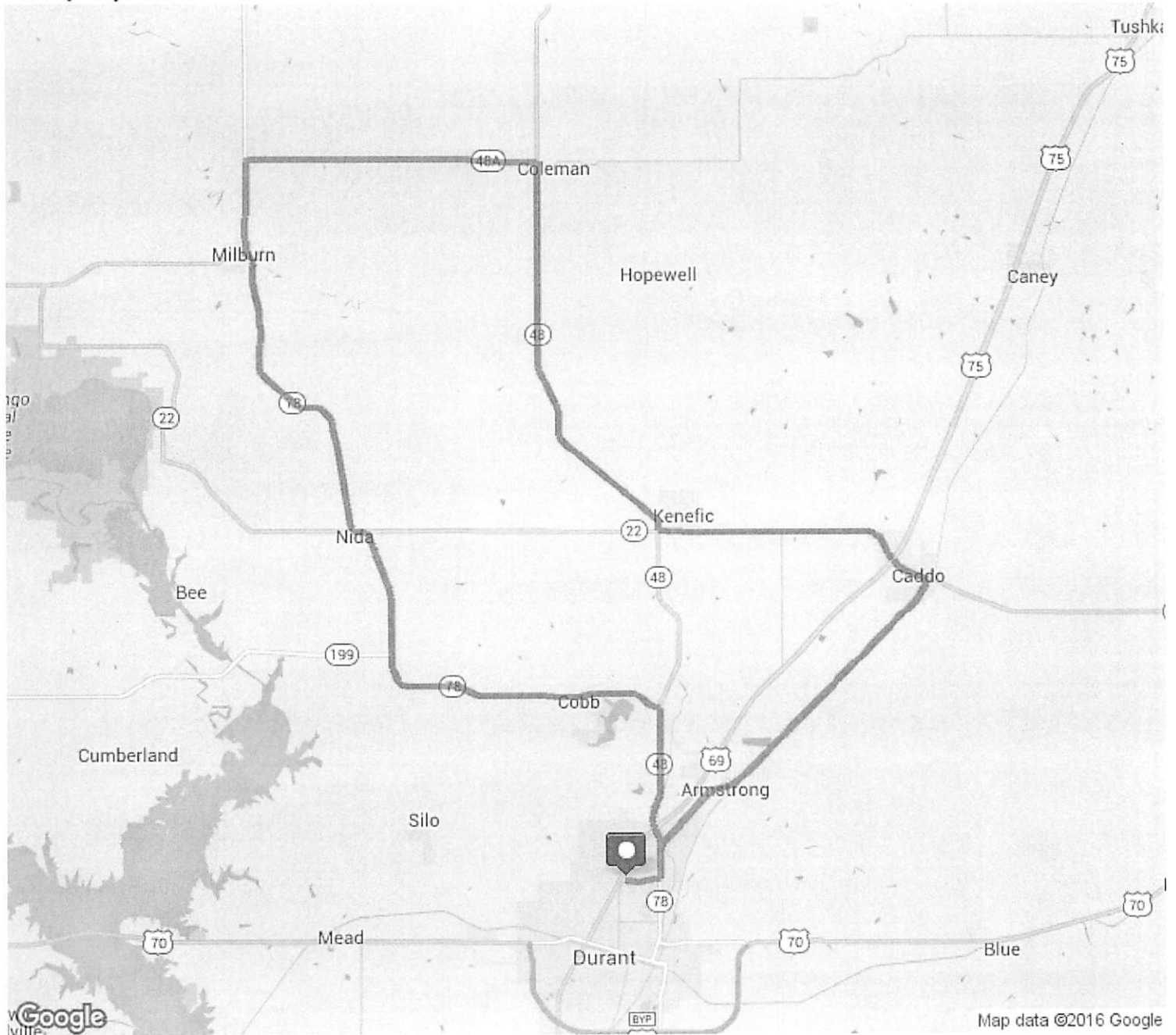
ELEVATION (ft)





20th MBT - 60 mi.
Distance: 61.44 mi
Elevation: 1,266.07 ft (Max: 830.74 ft)

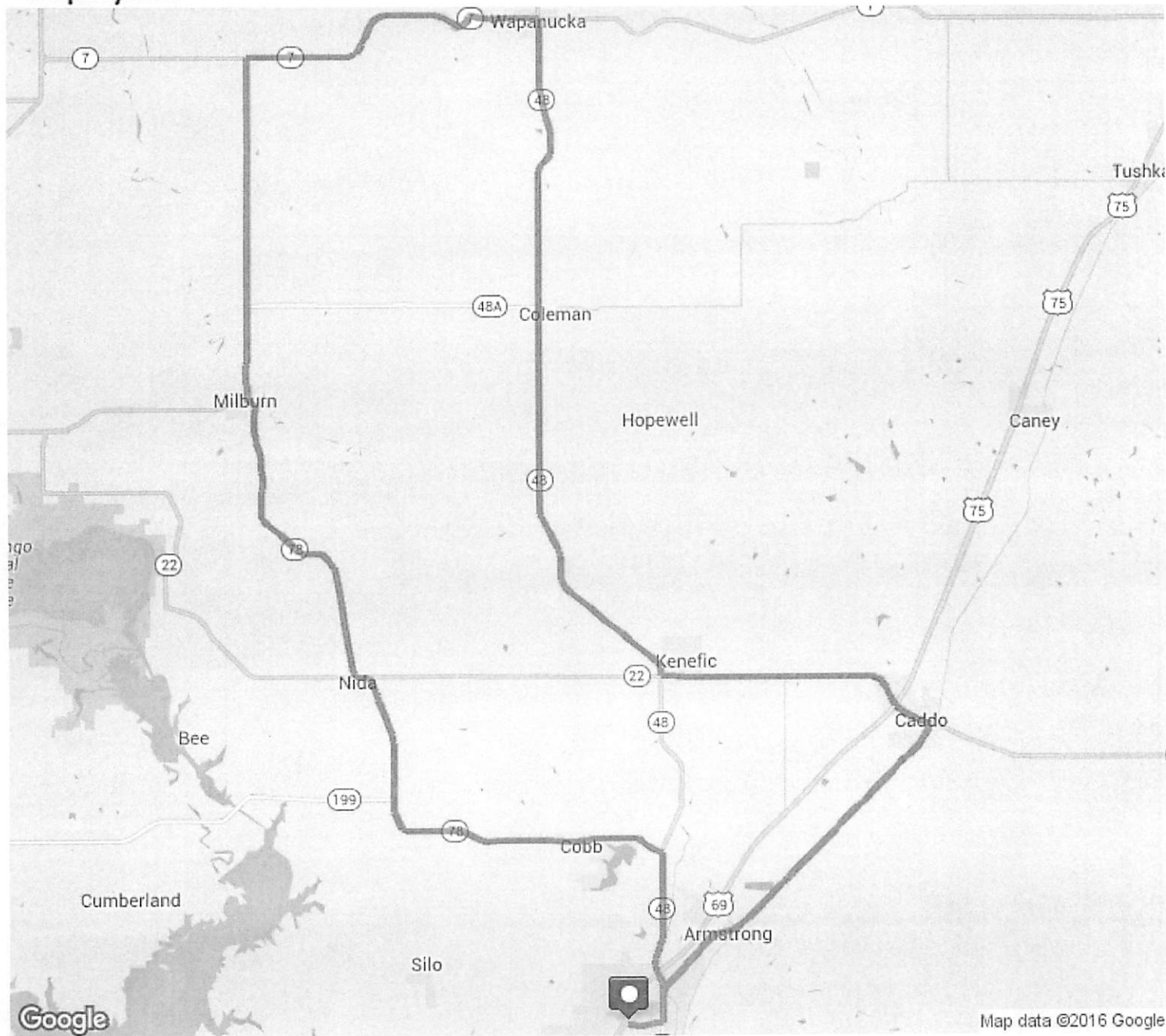
mapmyride



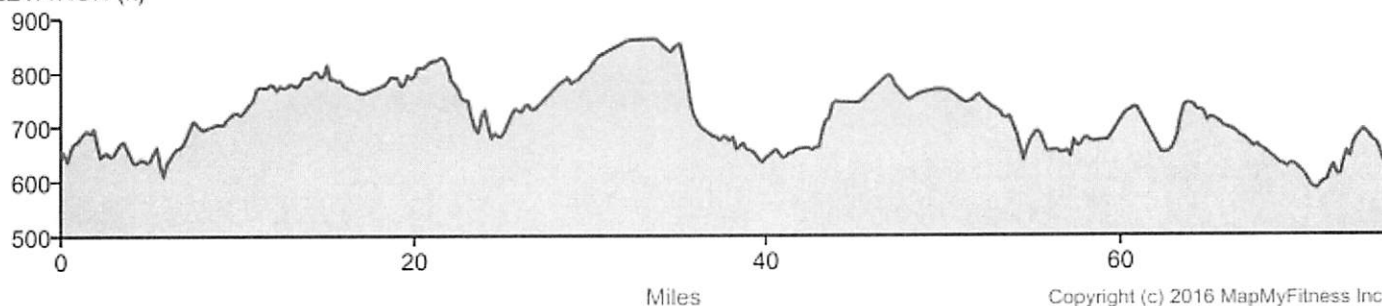


20th MBT - 75 mi.
Distance: 75.32 mi
Elevation: 1,477.39 ft (Max: 861.78 ft)

mapmyride



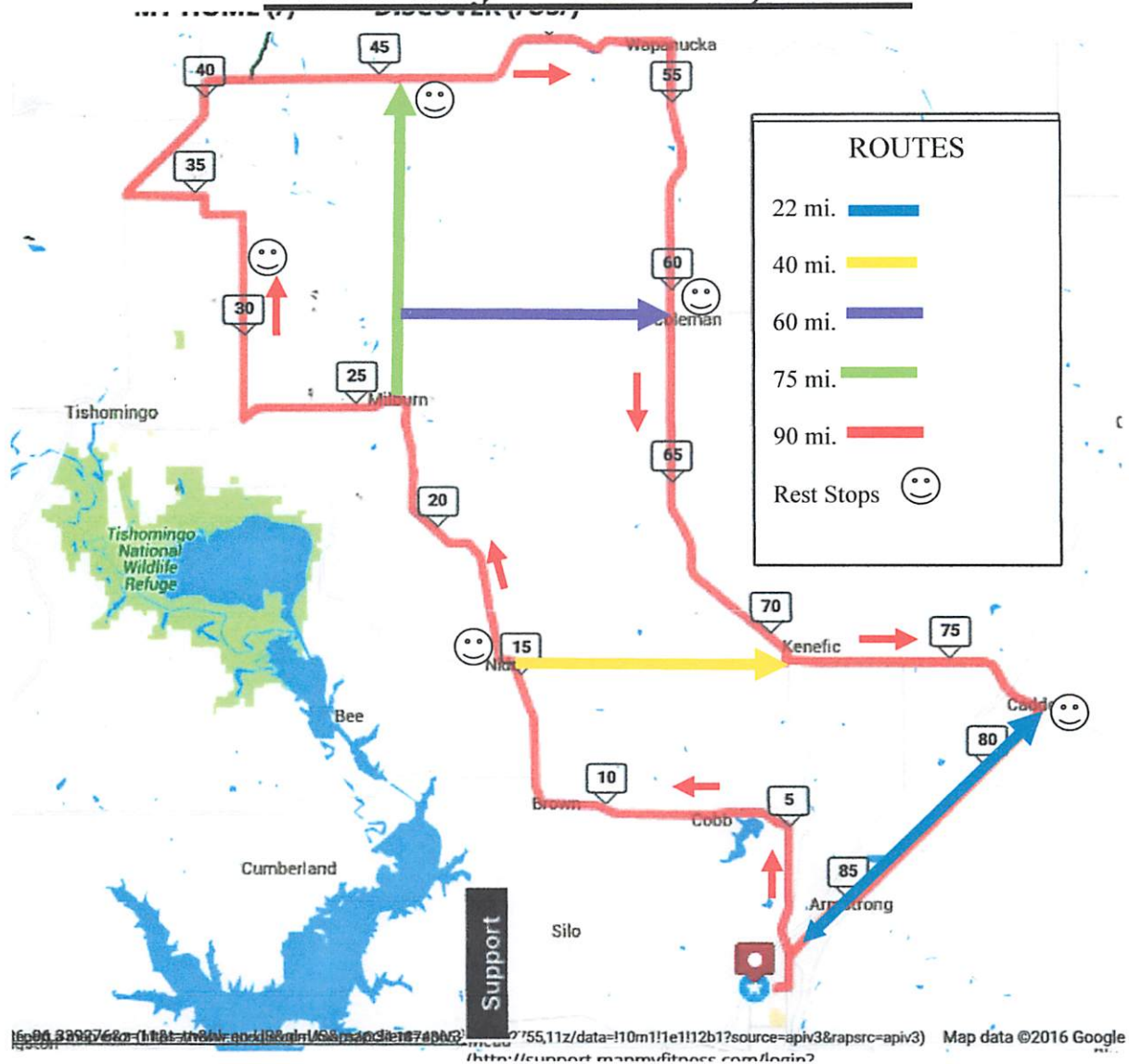
ELEVATION (ft)



Copyright (c) 2016 MapMyFitness Inc.

20th Annual Durant Rotary Magnolia Bike Tour

Saturday – June 4, 2016



START/FINISH @ Carl Albert Park
Check-in / on-site registration open at 6:00 am.
Mass start at 8:00 am



The City of Durant

Durant/Bryan County Emergency Management

Memorandum

Date: 1/27/2016
To: Mayor and City Council
From:
Re: Request to Accept Emergency Management Performance State and Local Assistance Grant for Purchase of a Portable Loading Dock

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
Council Info Form - Accept EMPG-SLA Loading Dock	Cover Memo	1/27/2016



THE CITY OF DURANT

Office of Emergency Management

Memorandum

Date: January 27, 2016
To: Mayor and City Council
From: James Dalton, Emergency Management Director
Re: Request the Mayor and Council to Accept Emergency Management Performance State and Local Assistance Grant Funds for Purchase of a Portable Loading Dock for \$4500.

Council Information / Action Requested

Request the Mayor and Council to allow Durant / Bryan County Emergency Management to accept Emergency Management Performance State and Local Assistance Grant Funds for the Purchase of a Used Portable Loading Dock for \$4500. from Sanimax

All actions should take no more than 5 minutes.

City Staff Information / Action Follow-up

- I, James Dalton, will coordinate the purchase of the Portable Loading Dock.
- I, James Dalton, will secure 3 quotes of similar equipment.
- I, James Dalton, will coordinate with Sanimax for the delivery of the Loading Dock.
- I, James Dalton, will act as the point of contact for the project.
- I, James Dalton, will report back to the Mayor and Council on the project progress.





The City of Durant

Office of City Clerk

Memorandum

Date: 2/3/2016
To: Mayor and City Council
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Claims - January 2016

The Claims List for January, 2016 is attached for your review.

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
Regular Claims - January 2016	Backup Material	2/3/2016
Off Cycle Claims - January 2016	Backup Material	2/3/2016
Payroll Claims Summary - January 2016	Backup Material	2/3/2016

2/03/2016 1:20 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 001 CITY ADMINISTRATION

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000451	OKLAHOMA MUNICIPAL LEAG					
		I-027627	001-001-513.50-57	MEMBERSHIPS & 2016 OMUP MEMBERSHIP	162612	100.00
01-000637	WEST PAYMENT CENTER					
		I-833328890	001-001-513.50-56	OK STATUTES A BLANKET PO	162679	280.04
01-001952	OFFICE DEPOT					
		I-816460199001	001-001-513.50-51	OFFICE SUPPLI OFFICE SUPPLIES	162592	229.96
		I-816461450001	001-001-513.50-51	OFFICE SUPPLI OFFICE SUPPLIES	162592	25.94
01-002242	JP MORGAN CHASE - BANK					
		I-2419-9188-0116	001-001-513.50-51	OFFICE SUPPLI ACA FORMS--H/R	000000	430.02
		I-2419-9188-0116	001-001-513.50-57	MEMBERSHIPS & D. MILLER SHRM MEMBERSHIP RENE	000000	190.00
01-004143	TOUCHTONE COMMUNICATION					
		I-01/2016-809247222	001-001-513.30-31	PHONE & TELECOM LONG DISTANCE CHGS ADMIN	162661	10.67
		I-01/2016-809247222	001-001-513.30-31	PHONE & TELECOM LONG DISTANCE COMM COST	162661	22.92
01-005545	RANDY HOLLAR, LLC					
		I-1340	001-001-513.70-72	TRAINING AND SOFTWARE CONSULTANT/TRAINER	162631	1,394.54

DEPARTMENT 001 CITY ADMINISTRATION TOTAL: 2,684.09

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 002 CITY CLERK DEPARTMENT

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000540	AT&T					
		I-01/2016-7608 1	001-002-514.30-31	PHONE & TELECOM CITY CLERK	162466	10.00
01-001169	PITNEY BOWES GLOBAL FIN					
		I-7056070-JA16	001-002-514.30-32	FREIGHT AND P 6-MONTHS POSTAGE	162623	202.04
01-002242	JP MORGAN CHASE - BANK					
		I-2419-5160-0116	001-002-514.50-51	OFFICE SUPPLI FRAMES, RIBBON, MARKER KIT	000000	31.28
		I-2419-5160-0116	001-002-514.70-72	TRAINING AND OSU CLERK & TREASURER TRAINING	000000	375.00
01-002378	OMCTFOA					
		I-V0001267	001-002-514.70-72	TRAINING AND OMCTFOA FALL CONFERENCE	162611	75.57
01-003100	FUELMAN OF SOUTHERN OKL					
		I-01/2016-BG159577	001-002-514.50-64	FUEL IT/CITY CLERK-FUEL	000000	0.00
01-004143	TOUCHTONE COMMUNICATION					
		I-01/2016-809247222	001-002-514.30-31	PHONE & TELECOM LONG DISTANCE CHGS FINANCE	162661	17.34
DEPARTMENT 002 CITY CLERK DEPARTMENT TOTAL:						711.23

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

PICKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 003 CITY TREASURER DEPT.

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000540	AT&T					
		I-01/2016-7608 1	001-003-515.30-31	PHONE & TELECOM TREASURER	162466	0.00
01-002378	OMCTFOA					
		I-V0001224	001-003-515.70-72	TRAINING AND TRAINING FOR AN CHEN	162611	499.00
		I-V0001267	001-003-515.70-72	TRAINING AND OMCTFOA FALL CONFERENCE	162611	153.43
01-004143	TOUCHTONE COMMUNICATION					
		I-01/2016-809247222	001-003-515.30-31	PHONE & TELECOM LONG DISTANCE CHGS TREAS	162661	0.50
01-005545	RANDY HOLLAR, LLC					
		I-1340	001-003-515.70-72	TRAINING AND SOFTWARE CONSULTANT/TRAINER	162631	1,394.96
DEPARTMENT 003 CITY TREASURER DEPT. TOTAL:						2,047.89

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 004 LEGAL SERVICES-ATTORNEY

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-002435	MCAFFEE & TAFT					
		I-473983	001-004-516.30-78	EXTERNAL LEGA MATTER# 09075.00018	162579	48.00
01-003190	P.L. PAT PHELPS					
		I-1565	001-004-516.30-77	INTERNAL LEGA LEGAL SERV GENERAL--FY14-15	162622	2,047.50
		I-1566	001-004-516.30-77	INTERNAL LEGA LEGAL SERV GENERAL--FY14-15	162622	700.00
		I-1568	001-004-516.30-77	INTERNAL LEGA LEGAL SERV GENERAL--FY14-15	162622	156.89
		I-1570	001-004-516.50-56	LEGAL SUBSCRI MUNICIPAL LEGAL FORMS SUBSCRIP	162622	112.89
01-005776	JAMES W. HOOSE					
		I-EMCS 14-55188-6	001-004-516.30-78	EXTERNAL LEGA ARBITRATION FEE	162558	1,836.72
DEPARTMENT 004 LEGAL SERVICES-ATTORNEY TOTAL:						4,902.00

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 005 POLICE - LAW ENFORCEMENT

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000057	BRYAN AGRI PRODUCTS					
		I-581320	001-005-521.50-74	(D) DRUG DOG, K-9 FOOD - BORS & BARON	162479	40.00
		I-582709	001-005-521.50-74	(D) DRUG DOG, K-9 FOOD - BORS & BARON	162479	40.00
		I-582892	001-005-521.50-74	(D) DRUG DOG, K-9 FOOD - BORS & BARON	162479	40.00
01-000103	LIBERTY FLAGS INC					
		I-75765	001-005-521.50-51	OFFICE SUPPLI 3 OK 4x6 & 3 US FLAGS 5x8	162574	178.85
01-000309	US CELLULAR					
		I-0118332202	001-005-521.30-31	PHONE & TELEC PD NARCOTICS 580-775-3782	162666	2.62
		I-0118332202	001-005-521.30-31	PHONE & TELEC PD CHAPLAIN 580-775-3783	162666	60.23
		I-0118332202	001-005-521.30-31	PHONE & TELEC PD ANIMAL CONTROL 580-775-5235	162666	62.30
		I-0118332202	001-005-521.30-31	PHONE & TELEC MARK LASITER 580-775-4111	162666	66.83
01-000381	OKLAHOMA NATURAL GAS					
		I-JAN 2016	001-005-521.30-33	UTILITIES POLICE 210476717 1434922 91	162614	133.97
01-000450	OKLAHOMA GAS AND ELECTR					
		I-01/2016-129166792	001-005-521.30-33	UTILITIES ELECTRIC SERVICE-POLICE	162593	0.00
		I-01/2016-129232856	001-005-521.30-33	UTILITIES 3104 CARL ALBERT DR	162593	978.11
		I-01/2016-359480449	001-005-521.30-33	UTILITIES POLICE-ELECTRIC	162593	341.97
01-000540	AT&T					
		I-01/2016-7608 1	001-005-521.30-31	PHONE & TELEC POLICE	162466	352.02
01-000590	TYLER UNIFORM					
		I-85281-01	001-005-521.30-32	FREIGHT AND P TYLER - SHIPPING	162663	14.00
		I-85281-01	001-005-521.50-54	UNIFORMS 5 LS SHIRTS	162663	43.00
		I-85281-01	001-005-521.50-54	UNIFORMS 2 SHORT SLEEVE SHIRTS	162663	80.00
		I-85281-01	001-005-521.50-54	UNIFORMS 5 PANTS	162663	117.00
		I-85281-01	001-005-521.50-54	UNIFORMS TIES - 12 ASST TYPE	162663	77.00
01-000898	INDIAN NATION WHOLESALE					
		I-6428415	001-005-521.50-62	JANITORAL SUP JANITORIAL SUPPLIES- BLANKET	162561	102.80
		I-6428415	001-005-521.50-62	JANITORAL SUP JANITORIAL SUPPLIES- BLANKET	162561	104.35
01-000948	CENTRAL ELECTRIC					
		I-10025	001-005-521.50-58	BUILDING MAIN BUILDING / LIGHTING REPAIR	162489	107.45
		I-9881	001-005-521.50-58	BUILDING MAIN BALLAST REPLACE/REPAIR INTERVI	162489	110.45
01-001105	BRYAN COUNTY ANIMAL					
		I-12.30.15	001-005-521.50-74	(D) DRUG DOG, VETERINARY CARE/ MAINTENANCE M	162480	48.50
01-001587	A*B*C OCCUPATIONAL SAFE					
		I-48125	001-005-521.50-69	OTHER EQUIP P FIRST AID SUPPLY, 3104 CARL AL	162461	153.85
01-001884	TEXOMA JANITORIAL SUPPL					
		I-1559	001-005-521.50-62	JANITORAL SUP JANITORIAL SUPPLIES	162653	38.25

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 005 POLICE - LAW ENFORCEMENT

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001951	BETTY ROBERTSON					
		I-82	001-005-521.30-48	JANITORIAL SE POLICE DEPT JANITORIAL SERVICE	162472	1,653.33
		I-82	001-005-521.30-48	JANITORIAL SE DETECTIVE CENTER - JANITORIAL	162472	516.67
01-002242	JP MORGAN CHASE - BANK					
		I-0333-0018-0116	001-005-521.50-51	OFFICE SUPPLI BLANKET - OFFICE SUPPLIES	000000	73.58
		I-0333-0018-0116	001-005-521.50-62	JANITORAL SUP PD JANITORIAL SUPPLIES	000000	47.64
		I-0333-0018-0116	001-005-521.50-80	FORENSIC EQUI DEC INV 129396	000000	39.96
		I-0333-0018-0116	001-005-521.50-80	FORENSIC EQUI JAN INV 133650	000000	39.95
01-002736	BRYAN COUNTY SHERIFF'S					
	I-JAN 2016		001-005-521.70-81	BRYAN CO. JAI HOUSING OF CITY PRISONERS ANNU	162481	7,360.00
01-003045	SOUTHEASTERN ALARM CO					
	I-15940		001-005-521.50-58	BUILDING MAIN 2016 FIRE ALARM MONITORING	162645	228.00
01-003100	FUELMAN OF SOUTHERN OKL					
	I-01/2016-BG159577		001-005-521.50-52	FUEL POLICE DEPT-FUEL	000000	70.37
	I-01/2016-BG159577		001-005-521.50-63	VEHICLE MAINT POLICE-VEHICLE MAINTENANCE	000000	0.00
01-003703	QUILL CORPORATION					
	I-2253947		001-005-521.50-51	OFFICE SUPPLI MISC OFFICE SUPPLIES-BLANKET	162628	106.89
	I-2277447		001-005-521.50-51	OFFICE SUPPLI MISC OFFICE SUPPLIES-BLANKET	162628	89.99
	I-2336549		001-005-521.50-51	OFFICE SUPPLI MISC OFFICE SUPPLIES-BLANKET	162628	41.89
	I-2585677		001-005-521.50-51	OFFICE SUPPLI BLANKET OFFICE SUPPLIES	162628	206.96
01-003817	TEXOMA MAINTENANCE &					
	I-17917		001-005-521.50-58	BUILDING MAIN 3917 N 1ST SERV. MAINT AGRMT	162654	139.17
01-003983	CLAYTON YARBROUGH					
	I-01.05.16		001-005-521.30-95	OHS TRAFFIC E 2 hrs Trf Enf 01/05/16	162682	50.25
	I-01.06.16		001-005-521.30-95	OHS TRAFFIC E 2 hrs Trf Enf 01/06/16	162682	50.25
	I-01.07.16		001-005-521.30-95	OHS TRAFFIC E 1 hr Trf Enf 01/07/16	162682	20.13
	I-01.12.16		001-005-521.30-95	OHS TRAFFIC E 2 hrs Trf Enf 01/12/16	162682	50.25
	I-01.20.16		001-005-521.30-95	OHS TRAFFIC E 4 hrs Trf Enf 01/20/16	162682	100.50
	I-01.22.16		001-005-521.30-95	OHS TRAFFIC E 2 hrs Trf Enf 01/22/16	162682	50.25
01-004143	TOUCHTONE COMMUNICATION					
	I-01/2016-809247222		001-005-521.30-31	PHONE & TELECOM LONG DISTANCE CHGS POLICE	162661	11.94
01-004203	MCCRAW'S OIL & PROPANE					
	I-24853		001-005-521.30-33	UTILITIES PROPANE 3104 CARL ALBERT	162580	247.50
	I-25410		001-005-521.30-33	UTILITIES PROPANE 3104 CARL ALBERT	162580	337.50
	I-25754		001-005-521.30-33	UTILITIES PROPANE 3104 CARL ALBERT	162580	375.00
01-004682	MTM RECOGNITION CORPORA					
	I-5813735		001-005-521.50-51	OFFICE SUPPLI 3 PD Flags	162586	303.13
01-004887	COPS					

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 008 FIRE DEPARTMENT

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000103	LIBERTY FLAGS INC					
		I-75711	001-008-522.50-61	MINOR TOOLS A US & OK FLAGS	162574	218.00
01-000274	O'REILLY AUTO PARTS					
		I-0345-181226	001-008-522.50-63	VEHICLE MAINT BLANKET PO	162590	21.48
		I-0345-183098	001-008-522.50-63	VEHICLE MAINT BLANKET PO	162590	200.86
		I-0345-183879	001-008-522.50-63	VEHICLE MAINT BLANKET PO	162590	17.79
01-000328	JIMMIE'S AUTO SUPPLY LL					
		I-145004	001-008-522.50-61	MINOR TOOLS A BLANKET PO	162563	5.99
01-000381	OKLAHOMA NATURAL GAS					
		I-JAN 2016	001-008-522.30-33	UTILITIES FIRE122 212845862 2523315 45 162614		211.73
		I-JAN 2016	001-008-522.30-33	UTILITIES FIRE124 212845862 2523317 45 162614		303.83
		I-JAN 2016	001-008-522.30-33	UTILITIES FIRE#3 212762353 2514273 00 162614		348.80
01-000450	OKLAHOMA GAS AND ELECTR					
		I-01/2016-129166792	001-008-522.30-33	UTILITIES ELECTRIC SERVICE-FIRE	162593	0.00
		I-01/2016-359480449	001-008-522.30-33	UTILITIES FIRE DEPT	162593	999.30
01-000540	AT&T					
		I-01/2016-7608 1	001-008-522.30-31	PHONE & TELECOM FIRE	162466	165.28
01-001951	BETTY ROBERTSON					
		I-82	001-008-522.30-48	JANITORIAL SE FIRE DEPT --JANITORIAL SERVICE	162472	104.96
01-002010	DAVIS FLEET PARTS					
		I-609216	001-008-522.50-63	VEHICLE MAINT BLANKET PO	162511	18.44
01-002242	JP MORGAN CHASE - BANK					
		I-0215-1050-0116	001-008-522.50-58	BUILDING AND Washing Machine	000000	769.00
		I-0215-1050-0116	001-008-522.50-51	OFFICE SUPPLI OFFICE SUPPLIES	000000	105.87
		I-0215-1050-0116	001-008-522.50-62	JANITORIAL SUP JANITORIAL SUPPLIES	000000	40.96
		I-0215-1050-0116	001-008-522.50-62	JANITORIAL SUP JANITORIAL SUPPLIES	000000	309.13
		I-0215-1050-0116	001-008-522.50-61	MINOR TOOLS A 1-HELMET LIGHTS	000000	1,089.90
		I-0215-1050-0116	001-008-522.50-58	BUILDING AND REPEATER LICENSE	000000	290.00
		I-0215-1050-0116	001-008-522.50-51	OFFICE SUPPLI OFFICE SUPPLIES	000000	58.13
		I-2290-3789-0116	001-008-522.70-72	TRAINING AND ENTRY FEE--SEAT BELT CLASS	000000	85.00
		I-2290-3789-0116	001-008-522.50-61	MINOR TOOLS A BATTERIES	000000	19.68
		I-2290-3789-0116	001-008-522.50-61	MINOR TOOLS A RUBBER MAT, UTILITY KNIFE	000000	34.98
		I-2290-3789-0116	001-008-522.50-61	MINOR TOOLS A KEYS	000000	20.16
		I-2290-3789-0116	001-008-522.50-62	JANITORIAL SUP MONTHLY SUPPLIES	000000	142.17
01-003100	FUELMAN OF SOUTHERN OKL					
		I-01/2016-BG159577	001-008-522.50-52	FUEL FIRE DEPT-FUEL	000000	43.69
01-003248	FIVE STAR OFFICE SUPPLY					
		I-0204577-001	001-008-522.50-51	OFFICE SUPPLI BLANKET PO	162545	9.39
		I-0204986-001	001-008-522.50-51	OFFICE SUPPLI BLANKET PO	162545	8.99

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BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-003466	CASCO INDUSTRIES INC					
	I-164304	001-008-522.50-54	UNIFORMS	BOOTS & STATION PANTS	162485	1,205.00
01-003482	DASH MEDICAL GLOVES					
	I-INV0973842	001-008-522.50-68	SAFETY CLOTHI	BLANKET PO - SAFETY GLOVES	162509	136.80
01-003649	DURANT ROTARY CLUB					
	I-DEC DUES	001-008-522.50-57	MEMBERSHIPS	MEMBERSHIP BALANCE	162523	204.00
01-004014	OKLAHOMA STATE FIREFIGH					
	I-4101	001-008-522.50-57	MEMBERSHIPS	OSFA MEMBERSHIPS	162616	750.00
01-004143	TOUCHTONE COMMUNICATION					
	I-01/2016-809247222	001-008-522.30-31	PHONE & TELEC	LONG DISTANCE CHGS FIRE DEPT	162661	0.00
01-004203	MCCRAW'S OIL & PROPANE					
	I-25411	001-008-522.50-58	BUILDING AND	BLANKET PO	162580	93.75
01-004732	FARMER BROTHERS COFFEE					
	I-62886226 SO	001-008-522.50-62	JANITORAL SUP	BLANKET PO	162532	200.84
01-004980	DOUGLASS DISTRIBUTING					
	I-01/2016-DURCIT	001-008-522.50-52	FUEL	FIRE DEPT	162517	343.93
	I-01/2016A-DURCIT	001-008-522.50-52	FUEL	FIRE DEPT	162517	442.36
01-005430	VERIZON WIRELESS					
	I-01/2016A-542025457	001-008-522.30-31	PHONE & TELEC	CELL PHONE 4 FIRE TRUCKS	162670	100.36
01-005521	NORTHERN SAFETY & INDUS					
	I-901750853	001-008-522.50-61	MINOR TOOLS A	REPAIR VOICE AMP	162589	40.65
	I-901758667	001-008-522.50-61	MINOR TOOLS A	FLOW TESTS	162589	1,780.00
	I-901758668	001-008-522.50-61	MINOR TOOLS A	PARTS & LABOR	162589	405.00
				DEPARTMENT 008	FIRE DEPARTMENT	
				TOTAL:		11,346.20

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 009 PARKS, REC. & GEN. SVCS.

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000164	DURANT TRUE VALUE LUMBE					
	I-583505	001-009-532.50-69	OTHER EQUIP P BLANKET PO-	PARTS/SUPPLIES	162524	39.98
	I-583693	001-009-532.50-69	OTHER EQUIP P BLANKET PO-	PARTS/SUPPLIES	162524	16.99
	I-583903	001-009-532.50-69	OTHER EQUIP P BLANKET PO-	PARTS/SUPPLIES	162524	28.99
	I-583970	001-009-532.50-69	OTHER EQUIP P BLANKET PO-	PARTS/SUPPLIES	162524	32.99
	I-584089	001-009-532.50-69	OTHER EQUIP P BLANKET PO-	PARTS/SUPPLIES	162524	113.32
	I-584471	001-009-532.50-69	OTHER EQUIP P BLANKET PO-	PARTS/SUPPLIES	162524	16.95
	I-584689	001-009-532.50-69	OTHER EQUIP P BLANKET PO-	PARTS/SUPPLIES	162524	14.99
01-000309	US CELLULAR					
	I-0118332202	001-009-532.30-31	PHONE & TELECOM DMS	#580-775-1412	162666	30.29
01-000328	JIMMIE'S AUTO SUPPLY LL					
	I-142734	001-009-532.50-63	VEHICLE MAINT Blanket PO		162563	68.44
	I-144130	001-009-532.50-63	VEHICLE MAINT Blanket PO		162563	85.49
	I-144682	001-009-532.50-69	OTHER EQUIP P BLANKET PO-	PARTS	162563	13.10
	I-145290	001-009-532.50-69	OTHER EQUIP P BLANKET PO-	PARTS	162563	30.16
01-000381	OKLAHOMA NATURAL GAS					
	I-JAN 2016	001-009-532.30-33	UTILITIES	PARKS 211474003 2123338 91	162614	355.96
01-000450	OKLAHOMA GAS AND ELECTRIC					
	I-01/2016-35948058	001-009-532.30-33	UTILITIES	PARKS	162593	644.37
	I-01/2016-129166792	001-009-532.30-33	UTILITIES	ELECTRIC SERVICE-PARKS	162593	0.00
	I-01/2016-129217298	001-009-532.30-33	UTILITIES	902 S 5TH	162593	109.12
	I-01/2016-129626704	001-009-532.30-33	UTILITIES	OG&E 313 NE 4 SPLASH PAD	162593	33.27
	I-01/2016-359480449	001-009-532.30-33	UTILITIES	PARKS-ELECTRIC	162593	27.98
	I-01/2016-359480449	001-009-532.30-33	UTILITIES	ACCT 127975824-5 CEMETERY	162593	34.49
01-000540	AT&T					
	I-01/2016-7608 1	001-009-532.30-31	PHONE & TELECOM PARKS		162466	107.41
01-000579	CASTEEL'S TIRE BARN INC					
	I-1-GS150134	001-009-532.50-63	VEHICLE MAINT 4- TIRES # 223		162487	518.04
01-000624	CINTAS CORP					
	I-618729444	001-009-532.50-54	UNIFORMS	BLANKET PO- UNIFORMS	162493	100.55
	I-618730149	001-009-532.50-54	UNIFORMS	BLANKET PO- UNIFORMS	162493	92.97
	I-618730846	001-009-532.50-54	UNIFORMS	BLANKET PO- UNIFORMS	162493	133.50
	I-618731539	001-009-532.50-54	UNIFORMS	BLANKET PO- UNIFORMS	162493	99.69
01-001093	TEXOMA BUSINESS SERVICE					
	I-90333	001-009-532.30-51	CONTRACT LABO CONTRACT LABOR-	MIKE COBB	162652	372.00
	I-90360	001-009-532.30-51	CONTRACT LABO CONTRACT LABOR-	MICHAEL COBB	162652	496.00
01-001908	CONTINENTAL RESEARCH CO					
	I-428229-CRC-1	001-009-532.50-69	OTHER EQUIP P SMOKE	COLOR GLASSES	162502	162.38
	I-430600-CRC-1	001-009-532.50-61	MINOR TOOLS A HAND	CLEANER	162502	171.00

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 009 PARKS, REC. & GEN. SVCS.

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002242	JP MORGAN CHASE - BANK					
		I-0253-9452-0116	001-009-532.50-61	MINOR TOOLS A BLANKET PO- PARTS	000000	163.04
		I-0253-9452-0116	001-009-532.50-61	MINOR TOOLS A STUMP REMOVER	000000	34.85
01-002347	WHOLESALE EQUIPMENT					
		I-047850	001-009-532.50-69	OTHER EQUIP P BLANKET PO- PARTS	162680	149.59
		I-048599	001-009-532.50-69	OTHER EQUIP P BLANKET PO- PARTS	162680	60.00
		I-048629	001-009-532.50-69	OTHER EQUIP P BLANKET PO- PARTS	162680	34.30
01-002831	BLACKBURN PLUMBING					
		I-P1.16.29	001-009-532.50-71	RECREATIONAL RENTAL 2) TOILETS- CARL ALBERT	162473	130.00
01-002944	REINERT PAPER & CHEMICA					
		I-339928	001-009-532.50-62	JANITORAL SUP JANITORIAL SUPPLIES	162634	739.65
01-003100	FUELMAN OF SOUTHERN OKL					
		I-01/2016-BG159577	001-009-532.50-52	FUEL PARKS-FUEL	000000	0.00
01-004143	TOUCHTONE COMMUNICATION					
		I-01/2016-809247222	001-009-532.30-31	PHONE & TELECOM LONG DISTANCE CHGS PARKS	162661	0.00
01-004650	CONTINUUM RETAIL ENERG					
		I-01/2016A-10040812	001-009-532.30-33	UTILITIES CONTINUUM GAS P/W (PARKS)	162503	1,078.35
01-004980	DOUGLASS DISTRIBUTING					
		I-01/2016-DURCIT	001-009-532.50-52	FUEL PARKS	162517	573.93
		I-01/2016A-DURCIT	001-009-532.50-52	FUEL PARKS	162517	738.19
DEPARTMENT 009 PARKS, REC. & GEN. SVCS. TOTAL:						7,652.32

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 13

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 012 CITY SWIMMING POOL

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000450	OKLAHOMA GAS AND ELECTR					
		I-01/2016-129166792	001-012-536.30-33	UTILITIES ELECTRIC SERVICE-POOL	162593	0.00
		I-01/2016-359480449	001-012-536.30-33	UTILITIES POOL-ELECTRIC	162593	17.41
01-000540	AT&T					
		I-01/2016-7608 1	001-012-536.30-31	PHONE & TELECOM SWIMMING POOL	162466	84.84
01-002242	JP MORGAN CHASE - BANK					
		I-2275-4257-0116	001-012-536.50-58	BUILDING AND AED BATTERY	000000	142.00
01-004143	TOUCHTONE COMMUNICATION					
		I-01/2016-809247222	001-012-536.30-31	PHONE & TELECOM LONG DISTANCE POOL	162661	0.00
DEPARTMENT 012 CITY SWIMMING POOL TOTAL:						244.25

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 013 MUNICIPAL COURT

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-003458	AMERICAN MUNICIPAL SERV					
		I-28134	001-013-512.30-78 MC	BAD DEBT DECEMBER 2015 COLLECTION FEES	162465	758.50
DEPARTMENT 013 MUNICIPAL COURT						TOTAL: 758.50

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 014 COMMUNITY DEVELOPMENT

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000540	AT&T					
		I-01/2016-7608 1	001-014-525.30-31	PHONE & TELECOM COMMUNITY DEVELOPMENT	162466	0.00
01-002242	JP MORGAN CHASE - BANK					
		I-2275-0933-0116	001-014-525.50-63	VEHICLE MAINT BLANKET PO	000000	27.98
		I-2313-4871-0116	001-014-525.50-69	EQUIPMENT & F HARD HATS, VESTS	000000	54.38
		I-2313-4871-0116	001-014-525.70-72	TRAINING AND MARTY POPE PLUMBING INSP TEST	000000	168.00
01-003100	FUELMAN OF SOUTHERN OKL					
		I-01/2016-BG159577	001-014-525.50-52	FUEL FUEL-COMMUNITY DEVELOPMENT	000000	0.00
01-004143	TOUCHTONE COMMUNICATION					
		I-01/2016-809247222	001-014-525.30-31	PHONE & TELECOM LONG DISTANCE CHGS COM DEV	162661	5.69
01-004980	DOUGLASS DISTRIBUTING					
		I-01/2016-DURCIT	001-014-525.50-52	FUEL COM DEV	162517	36.78
		I-01/2016A-DURCIT	001-014-525.50-52	FUEL COM DEV	162517	47.30
01-005007	AMERICAN ASSOCIATION OF					
		I-AACE 2016	001-014-525.50-57	MEMBERSHIPS & DARLA SMITH MEMBERSHIP RENEWAL	162464	75.00
DEPARTMENT 014 COMMUNITY DEVELOPMENT TOTAL:						415.13

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 015 PUBLIC LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000071	MICROMARKETING LLC					
		I-602793	001-015-571.50-56	BOOKS AND PUB MISC. AUDIO BOOK TITLES	162584	80.73
		I-603404	001-015-571.50-56	BOOKS AND PUB MISC. AUDIO BOOK TITLES	162584	36.99
		I-604251	001-015-571.50-56	BOOKS AND PUB MISC. AUDIO BOOK TITLES	162584	37.99
		I-604449	001-015-571.50-56	BOOKS AND PUB MISC. AUDIO BOOK TITLES	162584	115.97
		I-604566	001-015-571.50-56	BOOKS AND PUB MISC. AUDIO BOOK TITLES	162584	56.99
		I-605067	001-015-571.50-56	BOOKS AND PUB MISC. AUDIO BOOK TITLES	162584	43.69
01-000450	OKLAHOMA GAS AND ELECTR					
		I-01/2016-129166792	001-015-571.30-33	UTILITIES ELECTRIC SERVICE-LIBRARY	162593	0.00
		I-01/2016-129612836	001-015-571.30-33	UTILITIES LIBRARY 1515 W MAIN #1	162593	26.28
		I-01/2016-359480449	001-015-571.30-33	UTILITIES LIBRARY-ELECTRIC	162593	0.00
01-000540	AT&T					
		I-01/2016-7608 1	001-015-571.30-31	PHONE & TELEC LIBRARY	162466	101.80
		I-01/2016-LIBRARY	001-015-571.30-31	PHONE & TELEC DWR LIBRARY	162466	227.49
01-000948	CENTRAL ELECTRIC					
		I-9929	001-015-571.50-58	BUILDING AND REPAIR & MAINT. ON HEAT & AIR	162489	363.65
01-001129	MCNAUGHTON BOOK SERVICE					
		I-M132982	001-015-571.50-56	BOOKS AND PUB MCNAUGHTON MONTHLY SERVICE	162582	169.00
01-001275	RECORDED BOOKS, LLC					
		I-75262168	001-015-571.50-56	BOOKS AND PUB STANDING ORDERS	162633	113.02
		I-75265340	001-015-571.50-56	BOOKS AND PUB STANDING ORDERS	162633	56.90
01-001587	A*B*C OCCUPATIONAL SAFE					
		I-48129	001-015-571.50-58	BUILDING AND F AID REFILL & FIRE EXT. INS.	162461	124.75
01-001610	AMAZON.COM CREDIT PLAN					
		I-014441777576	001-015-571.50-56	BOOKS AND PUB MISC. BOOK TITLES	162462	7.26
		I-030711762955	001-015-571.50-56	BOOKS AND PUB MISC. BOOKS & DVD'S	162462	5.98
		I-070298779815	001-015-571.50-56	BOOKS AND PUB MISC. BOOKS & DVD'S	162462	8.35
		I-083211359922	001-015-571.50-56	BOOKS AND PUB MISC. BOOKS & DVD'S	162462	8.24
		I-094065873787	001-015-571.50-56	BOOKS AND PUB MISC. BOOK TITLES	162462	13.63
		I-116873053123	001-015-571.50-56	BOOKS AND PUB INTER LIB LOAN REPLACEMENTS	162462	15.37
		I-146216802831	001-015-571.50-56	BOOKS AND PUB MISC. BOOK TITLES	162462	8.28
		I-183485232740	001-015-571.50-56	BOOKS AND PUB MISC. BOOK TITLES	162462	76.17
		I-183487040106	001-015-571.50-56	BOOKS AND PUB MISC. BOOK TITLES	162462	102.76
		I-195489159086	001-015-571.50-56	BOOKS AND PUB MISC. BOOK TITLES	162462	10.47
		I-197954048364	001-015-571.50-56	BOOKS AND PUB INTER LIB LOAN REPLACEMENTS	162462	4.99
		I-198551088857	001-015-571.50-56	BOOKS AND PUB INTER LIB LOAN REPLACEMENTS	162462	4.74
		I-228678240370	001-015-571.50-56	BOOKS AND PUB MISC. BOOK TITLES	162462	47.97
		I-264430073676	001-015-571.50-56	BOOKS AND PUB AMAZON MISC. ORDER	162462	12.99
		I-267740046497	001-015-571.50-56	BOOKS AND PUB MISC. BOOKS & DVD'S	162462	13.43
		I-267744081730	001-015-571.50-56	BOOKS AND PUB MISC. BOOKS & DVD'S	162462	28.46
		I-267748672432	001-015-571.50-56	BOOKS AND PUB MISC. BOOKS & DVD'S	162462	234.78
		I-267748916167	001-015-571.50-56	BOOKS AND PUB MISC. BOOKS & DVD'S	162462	9.99

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 015 PUBLIC LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001610 AMAZON.COM CREDIT PLAN continued						
		I-282302714573	001-015-571.50-56	BOOKS AND PUB MISC. BOOK TITLES	162462	5.69
		I-299292410913	001-015-571.50-56	BOOKS AND PUB INTER LIB LOAN REPLACEMENTS	162462	14.66
		I-299292725223	001-015-571.50-56	BOOKS AND PUB INTER LIB LOAN REPLACEMENTS	162462	24.26
01-001884 TEXOMA JANITORIAL SUPPL						
		I-1619	001-015-571.50-58	BUILDING AND BUILDING SUPPLIES	162653	196.20
		I-1620	001-015-571.50-58	BUILDING AND BUILDING SUPPLIES	162653	100.30
		I-1674	001-015-571.50-58	BUILDING AND BUILDING SUPPLIES	162653	39.95
01-002242 JP MORGAN CHASE - BANK						
		I-2275-0966-0116	001-015-571.50-32	POSTAGE & FRE MONTHLY PRO PLAN FEE	000000	15.99
		I-2275-0966-0116	001-015-571.50-51	OFFICE SUPPLI DVD CLEANING BUFFING WHEELS	000000	149.98
		I-2275-0966-0116	001-015-571.50-32	POSTAGE & FRE STAMPS.COM REFILL	000000	300.00
		I-2275-0966-0116	001-015-571.50-56	BOOKS AND PUB WSJ RENEWAL 12/15 TO 12/16	000000	448.40
		I-2275-0966-0116	001-015-571.50-56	BOOKS AND PUB DVD MOVIES	000000	179.67
		I-2275-0966-0116	001-015-571.50-56	BOOKS AND PUB SCHOOL LIB. 1 YR. SUBSCRIPTION	000000	54.99
		I-2275-0966-0116	001-015-571.50-56	BOOKS AND PUB THOMSON REUTERS/WEST SUB.	000000	352.00
		I-2275-0966-0116	001-015-571.50-58	BUILDING AND 2/REPLACEMENT TV REMOTES	000000	56.93
		I-2313-4855-0116	001-015-571.30-31	PHONE & TELEC Library FAX 1-800-521-6529	000000	10.00
01-002631 INGRAM LIBRARY SERVICES						
		I-91108090	001-015-571.50-56	BOOKS AND PUB MISC. BOOK TITLES	162562	25.97
		I-91146498	001-015-571.50-56	BOOKS AND PUB MISC. BOOK TITLES	162562	88.53
		I-91184001	001-015-571.50-56	BOOKS AND PUB MISC. BOOK TITLES	162562	10.39
		I-91229053	001-015-571.50-56	BOOKS AND PUB MISC. BOOK TITLES	162562	11.04
		I-91377808	001-015-571.50-56	BOOKS AND PUB MISC. BOOK TITLES	162562	10.19
01-002825 PENGUIN RANDOM HOUSE LL						
		I-1086166762	001-015-571.50-56	BOOKS AND PUB MISC. AUDIO BOOK TITLES	162621	33.75
		I-1186116470	001-015-571.50-56	BOOKS AND PUB MISC. AUDIO BOOK TITLES	162621	26.25
01-002877 PROQUEST LLC						
		I-70383498	001-015-571.70-35	STATE AID EXP SUBSCRIPTION 1/1/16 TO 12/31/16	162626	938.96
01-003178 JUNIOR LIBRARY GUILD						
		I-304244	001-015-571.50-56	BOOKS AND PUB DECEMBER BOOK 24/7 SPECIAL	162570	56.00
01-003248 FIVE STAR OFFICE SUPPLY						
		I-0204674-001	001-015-571.50-51	OFFICE SUPPLI MISC. LIBRARY SUPPLIES	162545	149.74
		I-0204674-002	001-015-571.50-51	OFFICE SUPPLI MISC. LIBRARY SUPPLIES	162545	1.90
		I-0205195-001	001-015-571.50-51	OFFICE SUPPLI MISC. LIBRARY SUPPLIES	162545	54.86
01-003394 GINA BROWN						
		I-01.14.2016	001-015-571.70-72	TRAINING AND HEALTH INFORMATION SPECIALISTS	162477	59.57
01-003719 DEMCO INCORPORATED						
		I-5775468	001-015-571.50-51	OFFICE SUPPLI 48/DVD SLEEVES 10 PER PKG.	162515	279.42

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 015 PUBLIC LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-004143 TOUCHTONE COMMUNICATION						
		I-01/2016-809247222	001-015-571.30-31	PHONE & TELECOM LONG DISTANCE CHGS LIBRARY	162661	4.56
01-004971 MULLEN, ANGIE						
		I-12.22.15 -01.25.16	001-015-571.70-72	TRAINING AND LIBRARY TRAVEL TO BANK & CH	162587	59.80
01-005454 CENGAGE LEARNING, INC.						
		I-56892491	001-015-571.50-56	BOOKS AND PUB LARGE PRINT FICTION	162488	23.99
		I-56894166	001-015-571.50-56	BOOKS AND PUB LARGE PRINT FICTION	162488	32.38
		I-56895232	001-015-571.50-56	BOOKS AND PUB LARGE PRINT FICTION	162488	44.25
		I-56904410	001-015-571.50-56	BOOKS AND PUB LARGE PRINT FICTION	162488	20.14
		I-56904843	001-015-571.50-56	BOOKS AND PUB LARGE PRINT FICTION	162488	19.99
		I-56913522	001-015-571.50-56	BOOKS AND PUB LARGE PRINT FICTION	162488	20.99
		I-56921297	001-015-571.50-56	BOOKS AND PUB LARGE PRINT FICTION	162488	14.99
		I-57017278	001-015-571.50-56	BOOKS AND PUB LARGE PRINT FICTION	162488	119.96
		I-57190593	001-015-571.50-56	BOOKS AND PUB 32: DISCOUNTED BOOK SELECTION	162488	639.68
01-005642 VYVE						
		I-01/2016-01-005642	001-015-571.30-33	UTILITIES LIBRARY CABLE	162676	97.86
01-005775 MENDOCINO COLLEGE						
		I-888888888	001-015-571.50-56	BOOKS AND PUB ITEM: PLAN YOUR HOME WITH FENG	162583	26.54
DEPARTMENT 015 PUBLIC LIBRARY					TOTAL:	6,989.83

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 016 STREET DEPARTMENT

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000007	DEALERS ELECTRICAL SUPP					
		I-1027702-00	001-016-541.50-58	BUILDING AND LIGHT BULBS & BALASTS	162513	194.88
01-000163	DURANT IRON & METAL INC					
		I-10405	001-016-541.50-71	DRAINAGE MAIN CULVERT	162520	195.60
		I-10409	001-016-541.50-71	DRAINAGE MAIN BLANKET PO	162520	13.80
01-000164	DURANT TRUE VALUE LUMBE					
		I-583886	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS/SUPPLIES	162524	5.48
		I-584172	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS/SUPPLIES	162524	7.00
		I-584434	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS/SUPPLIES	162524	8.38
		I-584443	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS/SUPPLIES	162524	52.37
		I-584457	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS/SUPPLIES	162524	52.50
		I-584499	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS/SUPPLIES	162524	12.57
		I-584649	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS/SUPPLIES	162524	6.19
01-000275	OVERLAND CORP					
		I-9012	001-016-541.50-95	PAVING MAINT BLANKET PO- ASPHALT	162618	293.68
		I-9013	001-016-541.50-95	PAVING MAINT BLANKET PO- ASPHALT	162618	1,264.20
		I-9056	001-016-541.50-95	PAVING MAINT ASPHALT- PATCHING	162618	277.07
01-000309	US CELLULAR					
		I-0118332202	001-016-541.30-31	PHONE & TELEC STREET ON CALL #580-775-3415	162666	30.79
01-000328	JIMMIE'S AUTO SUPPLY LL					
		I-142267	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS	162563	40.33
		I-142745	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS	162563	6.80
		I-142814	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS	162563	14.20
		I-142824	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS	162563	3.69
		I-142830	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS	162563	24.22
		I-142849	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS	162563	17.00
		I-143106	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS	162563	3.52
		I-143109	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS	162563	1.96
		I-143125	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS	162563	50.45
		I-143205	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS	162563	61.12
		I-143283	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS	162563	111.68
		I-143291	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS	162563	12.57
		I-144952	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS	162563	109.99
01-000508	RUSTIN CONCRETE					
		I-29770	001-016-541.50-95	PAVING MAINT CONCRETE- GAS CUTS NE 2ND	162640	265.00
01-000540	AT&T					
		I-01/2016-7608 1	001-016-541.30-31	PHONE & TELEC STREET DEPT	162466	10.00
01-000559	START-RITE AUTO ELECTRI					
		I-53218	001-016-541.50-63	VEHICLE MAINT .STARTER K-11	162649	295.00
01-000579	CASTEEL'S TIRE BARN INC					

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 016 STREET DEPARTMENT

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000579	CASTEEL'S TIRE BARN INC	continued				
	I-1-GS149903	001-016-541.50-63	VEHICLE MAINT 2- REAR TIRES # 22		162487	272.28
01-000624	CINTAS CORP					
	I-168730147	001-016-541.50-54	UNIFORMS	BLANKET PO- UNIFORMS	162493	102.27
	I-618729442	001-016-541.50-54	UNIFORMS	BLANKET PO- UNIFORMS	162493	102.27
	I-618730844	001-016-541.50-54	UNIFORMS	BLANKET PO- UNIFORMS	162493	102.27
	I-618731537	001-016-541.50-54	UNIFORMS	BLANKET PO- UNIFORMS	162493	102.27
01-002010	DAVIS FLEET PARTS					
	I-608287	001-016-541.50-63	VEHICLE MAINT TIE ROD ENDS # 83		162511	60.66
01-002242	JP MORGAN CHASE - BANK					
	I-2275-0461-0116	001-016-541.50-61	MINOR TOOLS A BLANKET PO		000000	24.99
01-002317	DURANT POWER EQUIPMENT					
	I-196009	001-016-541.50-69	OTHER EQUIP P BLANKET PO- PARTS		162522	11.95
01-003100	FUELMAN OF SOUTHERN OKL					
	I-01/2016-BG159577	001-016-541.50-52	FUEL	STREET-FUEL	000000	0.00
01-004143	TOUCHTONE COMMUNICATION					
	I-01/2016-809247222	001-016-541.30-31	PHONE & TELECOM LONG DISTANCE CHGS STREET		162661	0.00
01-004203	MCCRAW'S OIL & PROPANE					
	I-19765	001-016-541.50-95	PAVING MAINT PROPANE- PATCH TRUCK		162580	27.08
01-004272	FASTENAL					
	I-OKDUR50761	001-016-541.70-74	SAFETY EQUIPM BLANKET PO- SAFETY EQUIP.		162533	78.85
	I-OKDUR53016	001-016-541.50-61	MINOR TOOLS A SAW BLADES		162533	930.11
	I-OKDUR53352	001-016-541.70-74	SAFETY EQUIPM SUPPLIES- MACHINE		162533	220.75
01-004980	DOUGLASS DISTRIBUTING					
	I-002162764	001-016-541.50-52	FUEL	DIESEL EXHAUST FLUID- STREET	162517	400.00
	I-002162764	001-016-541.50-52	FUEL	DIESEL EXHAUST FLUID	162517	127.44
	I-01/2016-DURCIT	001-016-541.50-52	FUEL	STREET	162517	1,124.19
	I-01/2016A-DURCIT	001-016-541.50-52	FUEL	STREET	162517	1,445.95
01-005654	HOYTE CHRYSLER JEEP DOD					
	I-CHCS19971	001-016-541.50-63	VEHICLE MAINT TURN SIGNAL PIGTAIL FOR 3/4 TO	162559		350.19
	I-CHCS20057	001-016-541.50-63	VEHICLE MAINT IGNITION MODULE PROG. # 313	162559		210.10
DEPARTMENT 016 STREET DEPARTMENT					TOTAL:	9,135.66

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 018 CIVIL EMERGENCY MGMT.

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000103	LIBERTY FLAGS INC					
		I-75798	001-018-519.50-58	BUILDING AND 5x8 AMERICAN Sun tru nylon fla	162574	35.90
01-000164	DURANT TRUE VALUE LUMBE					
		I-583808	001-018-519.50-58	BUILDING AND BLANKET PO	162524	9.78
		I-583814	001-018-519.50-58	BUILDING AND BLANKET PO	162524	18.32
01-000253	GENE'S TIRE SERVICE INC					
		I-160238	001-018-519.50-63	VEHICLE MAINT 6-TIRES #50 & #52	162547	1,050.00
		I-180316	001-018-519.50-63	VEHICLE MAINT BLANKET PO	162547	10.00
01-000274	O'REILLY AUTO PARTS					
		I-0345-179683	001-018-519.50-63	VEHICLE MAINT BLANKET PO	162590	5.40
		I-0345-183013	001-018-519.50-63	VEHICLE MAINT BLANKET PO	162590	45.34
01-000309	US CELLULAR					
		I-0118210770	001-018-519.30-31	PHONE & TELECOM E2462 4398 4613 8758 8759 8760	162666	393.31
		I-0118332202	001-018-519.30-31	PHONE & TELECOM EM JAMES DALTON 580-775-3661	162666	65.54
		I-0118332202	001-018-519.30-31	PHONE & TELECOM EM UNPUBLISHED #580-775-5888	162666	83.81
01-000500	RAYMOND'S AUTO SUPPLY I					
		I-412703	001-018-519.50-70	NEW SIREN MAI BLANKET PO	162632	27.98
		I-414470	001-018-519.50-70	NEW SIREN MAI BLANKET PO	162632	25.49
01-000540	AT&T					
		I-01/2016-7608 1	001-018-519.30-31	PHONE & TELECOM EMERGENCY MANAGEMENT	162466	61.73
01-000627	R&D ENT. USED CARS & SA					
		I-01.25.16	001-018-519.50-63	VEHICLE MAINT 6-STEEL WHEELS	162629	190.00
01-000948	CENTRAL ELECTRIC					
		I-9876	001-018-519.50-58	BUILDING AND HVAC UNIT--EOC TECH ROOM	162489	1,395.00
01-002242	JP MORGAN CHASE - BANK					
		I-2275-4257-0116	001-018-519.50-51	OFFICE SUPPLI BLANKET PO	000000	89.49
		I-2275-4257-0116	001-018-519.50-61	MINOR TOOLS & RADIO SUPPLIES	000000	644.15
01-003100	FUELMAN OF SOUTHERN OKL					
		I-01/2016-BG159577	001-018-519.50-52	FUEL EMERGENCY MANAGEMENT	000000	0.00
01-003248	FIVE STAR OFFICE SUPPLY					
		I-0203945-001	001-018-519.50-51	OFFICE SUPPLI OFFICE SUPPLIES	162545	5.30
		I-0204128-001	001-018-519.50-51	OFFICE SUPPLI OFFICE SUPPLIES	162545	2.34
		I-0204128-002	001-018-519.50-51	OFFICE SUPPLI OFFICE SUPPLIES	162545	2.34
01-004143	TOUCHTONE COMMUNICATION					
		I-01/2016-809247222	001-018-519.30-31	PHONE & TELECOM LONG DISTANCE CHGS EMGT	162661	0.00
01-004980	DOUGLASS DISTRIBUTING					

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VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 018 CIVIL EMERGENCY MGMT.

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-004980	DOUGLASS DISTRIBUTING	continued				
	I-01/2016-DURCIT	001-018-519.50-52	FUEL	EM MGMT	162517	82.41
	I-01/2016A-DURCIT	001-018-519.50-52	FUEL	EM MGMT	162517	106.00
01-005430	VERIZON WIRELESS					
	I-01/2016A-02 015817	001-018-519.30-31	PHONE & TELECOM DATA PLAN EM NEW TRAILER		162670	31.21
01-005768	SANIMAX USA LLC					
	I-FTI-000470	001-018-519.50-61	MINOR TOOLS & FORKLIFT PARTS		162641	1,950.00
DEPARTMENT 018 CIVIL EMERGENCY MGMT. TOTAL:						6,330.84

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 019 GENERAL GOVERNMENT

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000262	JERRY TOMLINSON					
		I-JAN 2016	001-019-569.70-22	COUNCIL MEMBE CITY COUNCIL COMPENSATION	162660	150.00
01-000346	DURANT AREA CHAMBER OF					
		I-2779	001-019-569.70-77	A & G MISCELL 2016 CHAMBER BANQUET TABLE	162519	2,000.00
01-000381	OKLAHOMA NATURAL GAS					
		I-JAN 2016	001-019-569.30-33	UTILITIES CITY HALL 210476745 1434958 91	162614	224.65
		I-JAN 2016	001-019-569.30-33	UTILITIES DPS BLDG 211474141 2123450 27	162614	131.79
01-000450	OKLAHOMA GAS AND ELECTR					
		I-01/2016-129166792	001-019-569.30-33	UTILITIES ELECTRIC SERVICE-GENERAL GOVNT	162593	34.82
		I-01/2016-129501066	001-019-569.30-33	UTILITIES ELECTRIC GENERAL GOV	162593	77.36
		I-01/2016-129652900	001-019-569.30-33	UTILITIES 206 N 3 #STREETSCAP	162593	29.48
		I-01/2016-129780045	001-019-569.30-33	UTILITIES 2797 S 9TH SIGNAL	162593	39.59
		I-01/2016-129780066	001-019-569.30-33	UTILITIES 2615 S 9 SIGNAL	162593	40.41
		I-01/2016-129780346	001-019-569.30-33	UTILITIES 2801 SE 3 AV SIGNAL	162593	35.72
		I-01/2016-129780364	001-019-569.30-33	UTILITIES 5276 W MAIN SIGNAL	162593	35.72
		I-01/2016-129826738	001-019-569.30-33	UTILITIES 1.5 MS HWY 78 W.2	162593	46.80
		I-01/2016-130327858	001-019-569.30-33	UTILITIES LIGHTS 16715 US HIGHWAY 70	162593	108.95
		I-01/2016-359480449	001-019-569.30-33	UTILITIES GEN GOVT-ELECTRIC	162593	16,519.94
		I-01/2016-359480449	001-019-569.30-33	UTILITIES GENERAL GOV.	162593	66.92
		I-01/2016-359480449	001-019-569.30-33	UTILITIES SIRENS/16ACCTS	162593	412.80
01-000476	PARKER & MITCHELL INC					
		I-21255	001-019-569.50-58	BUILDING MAIN REPAIRS TO CITY HALL 2 UNITS	162620	159.00
		I-21270	001-019-569.50-58	BUILDING MAIN CHECKING HEATER IN BACK, VENTS	162620	75.00
01-000540	AT&T					
		I-01/2016-229-2594	001-019-569.30-31	PHONE SERVICE ONENET SERVICE LONG DISTANCE	162466	2.87
		I-01/2016-229-2602	001-019-569.30-31	PHONE SERVICE ONENET SERVICE LONG DISTANCE	162466	101.99
		I-01/2016-7608 1	001-019-569.30-31	PHONE SERVICE COMMON COSTS	162466	1,396.16
01-000919	A & M ENGRAVING & TROPH					
		I-01.05.16	001-019-569.70-73	EMPLOYEE AWAR EMPLOYEE SERVICE PLAQUE	162460	32.00
01-000944	CRAWFORD & ASSOCIATES P					
		I-9556	001-019-569.20-21	PRORATED AUDI PROFESSIONAL AUDITING SERVICES	162507	152.80
01-000948	CENTRAL ELECTRIC					
		I-10023	001-019-569.50-58	BUILDING MAIN LIGHT FIXTURE, SWITCH, PLUG IN	162489	369.15
01-001671	SOUTHEASTERN ELECTRIC					
		I-JAN 2016	001-019-569.30-33	UTILITIES GG SEC LIGHT ONLY 16370-001	162646	64.73
		I-JAN 2016	001-019-569.30-33	UTILITIES GG SEC LIGHT ONLY 16370-002	162646	10.79
		I-JAN 2016	001-019-569.30-33	UTILITIES GG CAMELOT ENTRANCE 16370-021	162646	10.79
		I-JAN 2016	001-019-569.30-33	UTILITIES GG REMINGTON STR LT 16370-015	162646	86.30
		I-JAN 2016	001-019-569.30-33	UTILITIES GG SIREN RIDGEMONT 16370-009	162646	20.00
		I-JAN 2016	001-019-569.30-33	UTILITIES GG LIGHTS CAMELOT16370-019	162646	21.58

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VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 019 GENERAL GOVERNMENT

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001671	SOUTHEASTERN ELECTRIC	continued				
	I-JAN 2016	001-019-569.30-33	UTILITIES	GG LIGHTS CAMELOT16370-020	162646	21.58
01-001752	OKLAHOMA STATE BUREAU O					
	I-AFIS JAN 2016	001-019-569.70-61	C.L.E.E.T. LA AFIS FEES 12/21/15 - 1/24/16	162605	628.78	
	I-JAN 2016	001-019-569.70-61	C.L.E.E.T. LA FORENSIC FEES 12/21 - 1/24/16	162605	604.20	
01-001951	BETTY ROBERTSON					
	I-82	001-019-569.30-48	JANITORIAL SE CITY HALL JANITORIAL SERVICES	162472	1,540.49	
01-002003	INTERNAL REVENUE SERVIC					
	I- Q3/2015	001-019-569.70-77	A & G MISCELL IRS PENALTY	000000	10,099.19	
	I-Q2/2015	001-019-569.70-77	A & G MISCELL IRS PENALTY	000000	4,892.48	
01-002242	JP MORGAN CHASE - BANK					
	I-0253-9452-0116	001-019-569.70-77	A & G MISCELL CHRISTMAS DINNER PIES	000000	50.25	
	I-2275-0933-0116	001-019-569.50-58	BUILDING MAIN DOOR, FILLER	000000	184.93	
	I-2275-0933-0116	001-019-569.50-58	BUILDING MAIN LIGHT BULBS	000000	54.98	
	I-2313-4855-0116	001-019-569.70-77	A & G MISCELL EMPLOYEE LUNCH SUPPLIES	000000	586.45	
	I-2313-4855-0116	001-019-569.50-62	JANITORIAL SU JANITORIAL SUPPLIES	000000	49.50	
	I-2313-4871-0116	001-019-569.70-77	A & G MISCELL EMPLOYEE CHRISTMAS STEAKS 2015	000000	1,125.00	
	I-2419-9188-0116	001-019-569.50-61	BUILDING HOLI CHRISTMAS DECORATIONS	000000	353.97	
	I-2419-9188-0116	001-019-569.70-75	EMPLOYEE EVEN CHILI COOKOFF SUPPLIES	000000	104.66	
01-002989	C.L.E.E.T.					
	I-JAN 2016	001-019-569.70-61	C.L.E.E.T. LA PENALTY FEES 12/21 - 1/24/16	162499	1,137.80	
01-003100	FUELMAN OF SOUTHERN OKL					
	I-01/2016-BG159577	001-019-569.70-77	A & G MISCELL FUEL STATEMENT CHARGES	000000	54.95	
	I-01/2016-BG159577	001-019-569.50-52	GENERAL GOV C FUEL-GEN GOVERNMENT	000000	13.19	
01-003189	BRYAN CO RWD #2					
	I-JAN 2016	001-019-569.30-33	UTILITIES BOY SCOUTS ACCT #3093	162478	7.25	
	I-JAN 2016	001-019-569.30-33	UTILITIES REMINGTON HILLS ACCT#3093	162478	7.25	
01-003248	FIVE STAR OFFICE SUPPLY					
	I-0204612-001	001-019-569.50-70	PHOTOCOPY PAP BLANKET PO----COPY PAPER	162545	349.00	
01-003710	MIKE'S GLASS					
	I-11409C	001-019-569.50-58	BUILDING MAIN UTILITY BACK DOOR, INSTALLATIO	162585	300.00	
01-004735	OKLAHOMA UNIFORM BUILDI					
	I-01/2016-TITLE 748	001-019-569.70-60	UBCC FEES DUE TITLE 748 MONTHLY COLLECTION	162610	132.00	
01-004980	DOUGLASS DISTRIBUTING					
	I-01/2016-DURCIT	001-019-569.50-52	GENERAL GOV C GEN GOV	162517	0.72	
	I-01/2016A-DURCIT	001-019-569.50-52	GENERAL GOV C GEN GOV	162517	0.93	
01-005455	HOFFMAN, STEWART					

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VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 019 GENERAL GOVERNMENT

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-005455	HOFFMAN, STEWART		continued			
		I-JAN 2016	001-019-569.70-22	COUNCIL MEMBE CITY COUNCIL COMPENSATION	162557	250.00
01-005613	BILLY ORR					
		I-JAN 2016	001-019-569.70-22	COUNCIL MEMBE CITY COUNCIL COMPENSATION	162615	150.00
01-005693	BRADLEY DALE COLLINS					
		I-3572	001-019-569.50-58	BUILDING MAIN REPAIR TO UTILITY BACK DOOR	162470	65.00
		I-3605	001-019-569.50-58	BUILDING MAIN DOOR REPAIR & KEYS	162470	530.00
01-005700	DESTRY K HAWTHORNE					
		I-JAN 2016	001-019-569.70-22	COUNCIL MEMBE CITY COUNCIL COMPENSATION	162553	150.00
01-005701	CHAD HITCHCOCK					
		I-JAN 2016	001-019-569.70-22	COUNCIL MEMBE CITY COUNCIL COMPENSATION	162556	150.00
01-005773	BART GRANGER					
		I-01132016	001-019-569.70-23	COUNCIL MEMBE COUNCIL GROUP & INDIV. PHOTO	162550	150.00
DEPARTMENT 019 GENERAL GOVERNMENT					TOTAL:	46,202.66

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 021 CITY GARAGE

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000274 O'REILLY AUTO PARTS						
		I-0345-180247	001-021-541.50-05	PD VEHICLE MA BLANKET PO	162590	156.12
		I-0345-181591	001-021-541.50-05	PD VEHICLE MA BLANKET PO	162590	150.65
		I-0345-181828	001-021-541.50-05	PD VEHICLE MA BLANKET PO	162590	94.52
		I-0345-184338	001-021-541.50-05	PD VEHICLE MA BLANKET PO	162590	54.35
01-000328 JIMMIE'S AUTO SUPPLY LL						
		I-142178	001-021-541.50-63	VEHICLE MAINT BLANKET PO	162563	10.76
		I-142212	001-021-541.50-63	VEHICLE MAINT BLANKET PO	162563	25.96
		I-143289	001-021-541.50-05	PD VEHICLE MA BLANKET PO	162563	48.87
		I-143313	001-021-541.50-71	OIL AND LUBRI BLANKET PO---OILS & LUBS.	162563	143.64
		I-143468	001-021-541.50-61	MINOR TOOLS A BLANKET PO	162563	11.99
		I-143671	001-021-541.50-05	PD VEHICLE MA BLANKET PO	162563	126.49
		I-143902	001-021-541.50-71	OIL AND LUBRI BLANKET PO---OILS & LUBS.	162563	5.94
		I-143933	001-021-541.50-71	OIL AND LUBRI BLANKET PO---OILS & LUBS.	162563	11.75
		I-144428	001-021-541.50-05	PD VEHICLE MA BLANKET PO	162563	160.40
		I-144440	001-021-541.50-71	OIL AND LUBRI BLANKET PO---OILS & LUBS.	162563	79.95
		I-144538	001-021-541.50-71	OIL AND LUBRI BLANKET PO---OILS & LUBS.	162563	129.31
		I-144628	001-021-541.50-71	OIL AND LUBRI BLANKET PO---OILS & LUBS.	162563	45.88
		I-144818	001-021-541.50-05	PD VEHICLE MA BLANKET PO	162563	13.10
		I-144820	001-021-541.50-61	MINOR TOOLS A BLANKET PO	162563	4.58
		I-144822	001-021-541.50-05	PD VEHICLE MA BLANKET PO	162563	31.52
		I-144829	001-021-541.50-61	MINOR TOOLS A BLANKET PO	162563	17.60
		I-144839	001-021-541.50-05	PD VEHICLE MA BLANKET PO	162563	250.27
		I-144844	001-021-541.50-61	MINOR TOOLS A BLANKET PO	162563	4.58
		I-145182	001-021-541.50-05	PD VEHICLE MA BLANKET PO	162563	320.51
		I-7.45	001-021-541.50-61	MINOR TOOLS A BLANKET PO	162563	7.45
01-000455 CALIFORNIA CONTRACTORS						
		I-T15692	001-021-541.50-61	MINOR TOOLS A BIT SET	162482	99.90
01-000540 AT&T						
		I-01/2016-7608 1	001-021-541.30-31	PHONE & TELEC GARAGE	162466	5.00
01-000624 CINTAS CORP						
		I-618729443	001-021-541.50-54	UNIFORMS BLANKET PO---UNIFORMS	162493	55.36
		I-618730148	001-021-541.50-54	UNIFORMS BLANKET PO---UNIFORMS	162493	55.36
		I-618730845	001-021-541.50-54	UNIFORMS BLANKET PO---UNIFORMS	162493	55.36
		I-618731538	001-021-541.50-54	UNIFORMS BLANKET PO---UNIFORMS	162493	55.36
01-001984 B J'S TIRE, INC.						
		I-079447	001-021-541.50-05	PD VEHICLE MA BLANKET PO---COMP TIRE BALANCER	162469	10.00
01-002010 DAVIS FLEET PARTS						
		I-608026	001-021-541.50-71	OIL AND LUBRI BLANKET PO-----OILS & LUBS.	162511	454.04
		I-608255	001-021-541.50-71	OIL AND LUBRI BLANKET PO-----OILS & LUBS.	162511	84.55
		I-608730	001-021-541.50-71	OIL AND LUBRI BLANKET PO-----OILS & LUBS.	162511	44.63
01-003100 FUELMAN OF SOUTHERN OKL						

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VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 021 CITY GARAGE

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-003100	FUELMAN OF SOUTHERN OKL	continued				
	I-01/2016-BG159577	001-021-541.50-52	FUEL	FUEL -GARAGE	000000	0.00
01-004143	TOUCHTONE COMMUNICATION					
	I-01/2016-809247222	001-021-541.30-31	PHONE & TELECOM	LONG DISTANCE GARAGE	162661	0.00
01-004439	CHEMSEARCH					
	I-2172007	001-021-541.50-71	OIL AND LUBRI	PENETRATING OIL, ANTI-SIEZE	162490	344.00
01-004606	CARS AND TIRES, INC					
	I-11578	001-021-541.50-05	PD VEHICLE MA	ALIGNMENT # 579	162484	70.00
01-004980	DOUGLASS DISTRIBUTING					
	I-01/2016-DURCIT	001-021-541.50-52	FUEL	GARAGE	162517	36.73
	I-01/2016A-DURCIT	001-021-541.50-52	FUEL	GARAGE	162517	47.24
01-005070	G & K PRINTING COMPANY					
	I-10080878	001-021-541.50-58	BUILDING AND	GARAGE WORK ORDERS	162546	87.00
01-005168	CASTEEL'S TIRE (CALERA)					
	I-1-GS48581	001-021-541.50-05	PD VEHICLE MA	TIRES FOR STOCK, USED ON #429	162486	239.72
01-005654	HOYTE CHRYSLER JEEP DOD					
	I-1005054 CHR	001-021-541.50-05	PD VEHICLE MA	WINDSHIELD WASHER NOZZLE #579	162559	43.00
DEPARTMENT 021 CITY GARAGE					TOTAL:	3,693.44

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PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 023 SENIOR CITIZENS CENTER

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000381	OKLAHOMA NATURAL GAS					
	I-JAN 2016		001-023-592.30-33	UTILITIES	SR BLDG 210474645 1433280 27 162614	54.46
01-000450	OKLAHOMA GAS AND ELECTR					
	I-01/2016-129166792		001-023-592.30-33	UTILITIES	ELECTRIC SERVICE-SR CITIZEN 162593	0.00
	I-01/2016-359480449		001-023-592.30-33	UTILITIES	SENIOR CITIZEN BLDG-ELECTRIC 162593	817.67
DEPARTMENT 023 SENIOR CITIZENS CENTER TOTAL:						872.13

FUND 001 GENERAL FUND TOTAL:						124,297.53

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PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 004 FED BLDG ENTERPRISE FUND

DEPARTMENT: 037 WHEELER FEDERAL BUILDING

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000450	OKLAHOMA GAS AND ELECTR					
		I-01/2016-129166792	004-037-596.30-33 UTILITIES	ELECTRIC SERVICE - FED BLDG	162593	0.00
		I-01/2016-359480449	004-037-596.30-33 UTILITIES	FEDERAL BUILDING-ELECTRIC	162593	0.00
DEPARTMENT 037 WHEELER FEDERAL BUILDING TOTAL:						0.00

FUND	004	FED BLDG ENTERPRISE FUND TOTAL:				0.00

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PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 005 EMPLOYEE INSURANCE FUND

DEPARTMENT: 066 EMPLOYEE HEALTH INS.

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-003057	EQUITABLE PLAN SERVICES					
	I-FEBRUARY 2016		005-066-569.20-11	ADMINISTRATIV ADMINISTRATIVE FEE	162529	3,575.35
	I-FEBRUARY 2016		005-066-569.20-12	SPECIFIC PREM SPECIFIC PREMIUM	162529	31,522.65
	I-FEBRUARY 2016		005-066-569.20-13	ANNUAL AGGREG ANNUAL AGGREGATE FEE	162529	862.99
DEPARTMENT 066 EMPLOYEE HEALTH INS.						TOTAL: 35,960.99

FUND 005 EMPLOYEE INSURANCE FUND						TOTAL: 35,960.99

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 010 INFO. TECH. SERVICE FUND

DEPARTMENT: 020 INFO. TECH. SERVICE DEPT.

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000309	US CELLULAR					
		I-0118332202	010-020-560.30-31	PHONE & TELEC IT DUWAYNE #580-775-3780	162666	101.33
01-000948	CENTRAL ELECTRIC					
		I-10024	010-020-560.50-69	OTHER EQUIP P UPS BATTERY BACKUP	162489	650.00
01-002242	JP MORGAN CHASE - BANK					
		I-0338-3322-0116	010-020-560.50-69	OTHER EQUIP P FRAUD CHARGES CREDIT NEXT MTH. 000000		411.10
		I-0338-3322-0116	010-020-560.50-69	OTHER EQUIP P FRAUD CHARGES CREDIT NEXT MTH. 000000		4.11
		I-0338-3322-0116	010-020-560.30-31	PHONE & TELEC EFAX CHARGES	000000	12.58
		I-2313-4855-0116	010-020-560.80-03	NETWORK HARDW NETWORK HARDWARE & ACCESS.	000000	88.97
		I-2313-4855-0116	010-020-560.30-50	SOFTWARE/SERV SOFTWARE & ACCESSORIES	000000	395.00
		I-2313-4855-0116	010-020-560.50-65	NETWORK EQUIP REGISTROID	000000	30.00
		I-2313-4855-0116	010-020-560.50-65	NETWORK EQUIP REGISTROID	000000	45.00
		I-2419-9188-0116	010-020-560.30-50	SOFTWARE/SERV Adobe software	000000	29.98
01-002246	COMPUTER SERVICES OF DU					
		I-701086	010-020-560.30-51	CONTRACT LABO CONTRACT LABOR	162501	1,500.00
		I-701088	010-020-560.30-51	CONTRACT LABO CONTRACT LABOR	162501	2,160.00
01-002311	OK VOICE & DATA INC					
		I-114199	010-020-560.30-31	PHONE & TELEC PHONE & TELECOMMUNICATIONS	162606	75.00
		I-114200	010-020-560.30-31	PHONE & TELEC PHONE & TELECOMMUNICATIONS	162606	93.75
01-003910	DELL INC.					
		I-XJW5KF4D8	010-020-560.80-01	HARDWARE PURC HARDWARE PURCHASES	162514	55.95
01-004143	TOUCHTONE COMMUNICATION					
		I-01/2016-809247222	010-020-560.30-31	PHONE & TELEC LONG DISTANCE IT INFO	162661	0.77
01-005303	RICOH USA, INC.					
		I-5039765501	010-020-560.30-35	COPIER LEASE BASE COPIER RENT & ADD. IMAGES 162635		50.00
		I-5040096608	010-020-560.30-35	COPIER LEASE BASE COPIER RENT & ADD. IMAGES 162635		55.00
		I-5040115323	010-020-560.30-35	COPIER LEASE BASE COPIER RENT & ADD. IMAGES 162635		164.90
		I-5040115324	010-020-560.30-35	COPIER LEASE BASE COPIER RENT & ADD. IMAGES 162635		19.72
01-005304	RICOH USA, INC. (FINANC					
		I-95983576	010-020-560.30-35	COPIER LEASE COPIER LEASE & FEES FY 15/16 000000		1,645.94
		I-96038877	010-020-560.30-35	COPIER LEASE COPIER LEASE & FEES FY 15/16 000000		269.11
		I-96096270	010-020-560.30-35	COPIER LEASE COPIER LEASE & FEES FY 15/16 000000		413.56
01-005430	VERIZON WIRELESS					
		I-01/2016A-5457 0003	010-020-560.30-40	INTERNET SERV IT DATA PLAN/TABLETS	162670	320.08
01-005642	VYVE					
		I-01/2016-01-005642	010-020-560.30-40	INTERNET SERV FD SUB STAT. INTERNET1200 GAIL 162676		75.76
		I-01/2016-01-005642	010-020-560.30-40	INTERNET SERV GEN GOV INTERNET 300 W EVERGRE 162676		500.00
		I-01/2016-01-005642	010-020-560.30-40	INTERNET SERV EMERG. MGT INTERNET2808 ENTPRS 162676		57.30
		I-01/2016-01-005642	010-020-560.30-40	INTERNET SERV FD CENTRAL STATION 120 N 1ST 162676		63.95

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 010 INFO. TECH. SERVICE FUND

DEPARTMENT: 020 INFO. TECH. SERVICE DEPT.

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-005642	VYVE	continued				
		I-01/2016-01-005642	010-020-560.30-40	INTERNET SERV INTERNET 3200 CARL ALBERT PD	162676	102.67
		I-01/2016-01-005642	010-020-560.30-40	INTERNET SERV DIGITAL BOX 201 N 1ST B FD	162676	27.06
		I-01/2016-01-005642	010-020-560.30-40	INTERNET SERV 3801 N 1ST AVE	162676	65.30
01-005736	RISE BROADBAND					
		I-201602019929	010-020-560.30-40	INTERNET SERV INTERNET CEMETERY	162636	61.95
		I-201602019929	010-020-560.30-40	INTERNET SERV INTERNET EMS	162636	66.95
		I-201602019929	010-020-560.30-40	INTERNET SERV INTERNET DMSC	162636	71.95
DEPARTMENT 020 INFO. TECH. SERVICE DEPT. TOTAL:						9,684.74

FUND 010 INFO. TECH. SERVICE FUND TOTAL:						9,684.74

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PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 012 RISK MANAGEMENT FUND

DEPARTMENT: 090 WORKERS' COMPENSATION

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-005163	CLAIMS ADMINISTRATIVE S					
		I-16732	012-090-596.19-06	TPA ANNUAL SE ANNUAL FEE 12/1/15 - 12/1/2016	162497	11,497.00
DEPARTMENT 090 WORKERS' COMPENSATION TOTAL:						11,497.00

FUND	012	RISK MANAGEMENT FUND	TOTAL:			11,497.00

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PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 015 CAPITAL IMPROVEMENTS FUND

DEPARTMENT: 018 CIVIL EMERGENCY MGMT.

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-004728	THEOREM					
		I-497	015-018-519.62-42	FEMA/EOC GRAN ARCHITECTURAL SERVICES	162659	4,306.50
			DEPARTMENT 018	CIVIL EMERGENCY MGMT.	TOTAL:	4,306.50

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 015 CAPITAL IMPROVEMENTS FUND

DEPARTMENT: 019 GENERAL GOVERNMENT

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000551 FIRST UNITED BANK & TRU						
		I-01/2016-400902300	015-019-569.85-44	FY12 SWC BRUS SW-BRUSH LOADER PRINCIPAL	162534	2,234.73
		I-01/2016-400902300	015-019-569.85-44	FY12 SWC BRUS SW-BRUSH LOADER INTEREST	162534	44.65
		I-01/2016-USSTR 06	015-019-569.85-23	NOTE PAYABLE- USSTR SERIES2006 PRINCIPAL	162537	12,300.00
		I-01/2016-USSTR 06	015-019-569.85-23	NOTE PAYABLE- USSTR SERIES2006 INTEREST	162537	1,288.90
01-001313 LANDMARK BANK						
		I-01/2016-414050002	015-019-569.85-47	FY12 AUTOMATE PETERBILT CAB & CHASSIS PRINC.	162571	3,677.24
		I-01/2016-414050002	015-019-569.85-47	FY12 AUTOMATE PETERBILT CAB & CHASSIS INT.	162571	153.46
		I-01/2016-414050002	015-019-569.85-49	FY12 SWC COMP 5000 COMPACTOR BODY-PRINC.	162571	1,353.94
		I-01/2016-414050002	015-019-569.85-49	FY12 SWC COMP 5000 COMPACTOR BODY-INT.	162571	56.50
		I-01/2016-414050041	015-019-569.85-60	FY14 GARAGE L 2014 GARAGE LIFT PRINCIPAL	162572	1,670.49
		I-01/2016-414050041	015-019-569.85-60	FY14 GARAGE L 2014 GARAGE LIFT INTEREST	162572	28.02
		I-01/2016-414050049	015-019-569.85-63	FY15 (4) PD T PRINCIPAL 4 2015 TAHOES PD	162573	2,589.72
		I-01/2016-414050049	015-019-569.85-63	FY15 (4) PD T INTEREST 4 2015 TAHOES PD	162573	277.14
01-002229 FIRST UNITED BANK & TRU						
		I-01/2016-400926994	015-019-569.85-45	FY12 GARAGE F 2011 FORKLIFT -INTEREST	162540	24.96
		I-01/2016-400926994	015-019-569.85-45	FY12 GARAGE F 2011 FORKLIFT -PRINCIPAL	162540	1,087.19
		I-01/2016-401067145	015-019-569.85-56	FY13 STREET B INTEREST	162541	105.83
		I-01/2016-401067145	015-019-569.85-56	FY13 STREET B PRINCIPAL	162541	1,974.13
		I-01/2016-402092266	015-019-569.85-57	FY13 PD VEHIC PRIN.2013 PD VEHICLELS/ANIMAL	162542	5,758.69
		I-01/2016-402092266	015-019-569.85-57	FY13 PD VEHIC INT.2013 PD VEHICLELS/ANIMAL	162542	103.57
01-003224 VISION BANK						
		I-01/2016-280001126	015-019-569.85-59	FY14 SWC- ROL INTEREST 2014 ROLL OFF TRUCK	162672	103.72
		I-01/2016-280001126	015-019-569.85-59	FY14 SWC- ROL PRINCIPAL 2014 ROLL OFF TRUCK	162672	5,165.59
		I-01/2016-42000313	015-019-569.85-34	DMSC FIELD LI DMSC LIGHTING -- PRINCIPAL	162673	1,921.74
		I-01/2016-42000313	015-019-569.85-34	DMSC FIELD LI DMSC LIGHTING INTEREST	162673	223.06
		I-01/2016-428000112	015-019-569.85-58	FY14 SWD- COM 2014 SWD COMPACTOR INTEREST	162674	131.86
		I-01/2016-428000112	015-019-569.85-58	FY14 SWD- COM 2014 SWD COMPACTOR PRINCIPAL	162674	11,365.65
		I-01/2016-428001469	015-019-569.85-62	FY14 STREET D PRIN2 DUMP TRUCKS STREET DEPT	162675	4,431.21
		I-01/2016-428001469	015-019-569.85-62	FY14 STREET D INT 2 DUMP TRUCKS STREET DEPT	162675	405.86
01-005498 RONALD F. & CAROLYN K.						
		I-01/2016-C-2013-38	015-019-569.85-61	FY14 OLD COUN COUNTRY CLUB PROPERTY INTEREST	162638	428.28
		I-01/2016-PC201338	015-019-569.85-61	FY14 OLD COUN COUNTRY CLUB PRIN. C-2013-38	162638	5,571.90
DEPARTMENT 019 GENERAL GOVERNMENT TOTAL:						64,478.03

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 015 CAPITAL IMPROVEMENTS FUND

DEPARTMENT: 026 WATER/SEWER LINE MAINT.

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000275 OVERLAND CORP						
		I-9019	015-026-551.62-89	N. 7TH ST H20 35 TONS ASPHALT- PROJ. # 622	162618	1,014.60
		I-9038	015-026-551.62-89	N. 7TH ST H20 35 TONS ASPHALT- PROJ. # 622	162618	242.06
		I-9039	015-026-551.62-89	N. 7TH ST H20 35 TONS ASPHALT- PROJ. # 622	162618	512.72
		I-9040	015-026-551.62-89	N. 7TH ST H20 ASPHALT- PROJECT # 622	162618	1,015.58
		I-9041	015-026-551.62-89	N. 7TH ST H20 ASPHALT- PROJECT # 622	162618	764.15
01-000508 RUSTIN CONCRETE						
		I-29718	015-026-551.62-89	N. 7TH ST H20 1 YD. CONCRETE- PROJECT # 622	162640	110.00
		I-29968	015-026-551.62-89	N. 7TH ST H20 CONCRETE- PROJECT # 622	162640	185.50
01-000871 OKLAHOMA CONTRACTOR'S						
		I-0332083-IN	015-026-551.62-89	N. 7TH ST H20 BLANKET PO WATER SOSU 7TH	162607	7,671.75
01-002285 OWNER-OPERATORS, INC.						
		I-28063	015-026-551.62-89	N. 7TH ST H20 ROCK AND SAND SOSU 7TH ST.	162619	220.00
		I-28064	015-026-551.62-89	N. 7TH ST H20 SAND (SOSU WATER LINE)	162619	220.00
		I-28065	015-026-551.62-89	N. 7TH ST H20 SAND (SOSU WATER LINE)	162619	660.00
		I-28082	015-026-551.62-89	N. 7TH ST H20 WATER LINE (SOSU 7TH)	162619	1,500.41
		I-28083	015-026-551.62-89	N. 7TH ST H20 ROCK SOSU WATER LINE	162619	372.89
		I-28093	015-026-551.62-89	N. 7TH ST H20 ROCK AND SAND SOSU 7TH ST.	162619	1,132.44
		I-28098	015-026-551.62-89	N. 7TH ST H20 ROCK AND SAND SOSU 7TH	162619	660.00
		I-28109	015-026-551.62-89	N. 7TH ST H20 ROCK SOSU WATER LINE	162619	765.45
		I-28110	015-026-551.62-89	N. 7TH ST H20 ROCK SOSU WATER LINE	162619	753.63
		I-28135	015-026-551.62-89	N. 7TH ST H20 ROCK AND SAND SOSU 7TH	162619	1,122.87

DEPARTMENT 026 WATER/SEWER LINE MAINT. TOTAL: 18,924.05

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PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 015 CAPITAL IMPROVEMENTS FUND

DEPARTMENT: 049 DISPOSAL - SOLID WASTE

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-004918	THE CAREL CORPORATION					
		I-10078	015-049-554.61-70	LANDFILL GAS DRILL & INSTALL 2 GAS PROBES	162657	1,200.00
DEPARTMENT 049 DISPOSAL - SOLID WASTE TOTAL:						1,200.00

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PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 015 CAPITAL IMPROVEMENTS FUND

DEPARTMENT: 065 EAKER FIELD AIRPORT

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-005703	BLACKSHARE ENVIRONMENTA					
		I-15365	015-065-503.80-35	ENGINEERING-R EXTEND RUNWAY ASSESSMENT	162474	2,024.55
			DEPARTMENT 065	EAKER FIELD AIRPORT	TOTAL:	2,024.55

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PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 015 CAPITAL IMPROVEMENTS FUND

DEPARTMENT: 405 2007 U.S.S.T.R.NOTE DISB.

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-002285	OWNER-OPERATORS, INC.					
		I-28081	015-405-555.61-40	EOC ROADWAY & 400 TONS OF BASE ROCK# 95 EOC	162619	4,045.29
DEPARTMENT 405 2007 U.S.S.T.R.NOTE DISB.TOTAL:						4,045.29

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 015 CAPITAL IMPROVEMENTS FUND

DEPARTMENT: 605 2010 U.S.S.T.R.N. EXPENSE

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000543 STEGER LUMBER COMPANY						
		I-10080823	015-605-555.61-14	FY12 TRAILS G BATHROOM MATERIAL # 616	162650	383.09
		I-10080878	015-605-555.61-14	FY12 TRAILS G BATHROOM MATERIAL # 616	162650	69.78
		I-10080884	015-605-555.61-14	FY12 TRAILS G BATHROOM MATERIAL # 616	162650	12.48
		I-10080960	015-605-555.61-14	FY12 TRAILS G BATHROOM MATERIAL # 616	162650	267.18
		I-10080968	015-605-555.61-14	FY12 TRAILS G BATHROOM MATERIAL # 616	162650	6.29
		I-10080976	015-605-555.61-14	FY12 TRAILS G BATHROOM MATERIAL # 616	162650	8.49
		I-10081085	015-605-555.61-14	FY12 TRAILS G BATHROOM MATERIAL # 616	162650	47.76
		I-10081092	015-605-555.61-14	FY12 TRAILS G BATHROOM MATERIAL # 616	162650	47.07
		I-10081233	015-605-555.61-14	FY12 TRAILS G BATHROOM MATERIAL # 616	162650	17.96
		I-10081253	015-605-555.61-14	FY12 TRAILS G BATHROOM MATERIAL # 616	162650	83.26
		I-10081298	015-605-555.61-14	FY12 TRAILS G BATHROOM MATERIAL # 616	162650	31.90
		I-10081328	015-605-555.61-14	FY12 TRAILS G BATHROOM MATERIAL # 616	162650	53.88
		I-10081422	015-605-555.61-14	FY12 TRAILS G BATHROOM MATERIAL # 616	162650	43.31
01-002242 JP MORGAN CHASE - BANK						
		I-0253-9452-0116	015-605-555.61-14	FY12 TRAILS G BUILDING SUPPLIES	000000	171.42
01-002831 BLACKBURN PLUMBING						
		I-T1716	015-605-555.61-14	FY12 TRAILS G DMSC- TOP OUT PLUMBING	162473	1,950.00
DEPARTMENT 605 2010 U.S.S.T.R.N. EXPENSE						TOTAL: 3,193.87

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PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 015 CAPITAL IMPROVEMENTS FUND

DEPARTMENT: 705 2012A USSTRN EXPENSE

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000022	MAXWELL SUPPLY					
		I-293478	015-705-555.61-20	WESTSIDE DRIV EXPANSION JOINTS & SEALER #625	162577	452.43
01-000164	DURANT TRUE VALUE LUMBE					
		I-584520	015-705-555.61-20	WESTSIDE DRIV MINOR TOOLS- PROJECT # 625	162524	7.75
		I-584633	015-705-555.61-20	WESTSIDE DRIV MINOR TOOLS- PROJECT # 625	162524	90.58
		I-584634	015-705-555.61-20	WESTSIDE DRIV MINOR TOOLS- PROJECT # 625	162524	5.40
01-000508	RUSTIN CONCRETE					
		I-28423	015-705-555.61-20	WESTSIDE DRIV REBAR	162640	105.00
		I-29838	015-705-555.61-20	WESTSIDE DRIV CONCRETE- PROJECT # 625	162640	630.00
		I-29845	015-705-555.61-20	WESTSIDE DRIV CONCRETE- PROJECT # 625	162640	525.00
		I-29975	015-705-555.61-20	WESTSIDE DRIV CONCRETE- PROJECT # 625	162640	105.00
		I-30006	015-705-555.61-20	WESTSIDE DRIV CONCRETE- PROJECT # 625	162640	105.00
		I-30038	015-705-555.61-20	WESTSIDE DRIV CONCRETE- PROJECT # 625	162640	105.00
01-000871	OKLAHOMA CONTRACTOR'S					
		I-0332481-IN	015-705-555.61-20	WESTSIDE DRIV DRAINAGE GRATES- PROJ. #625	162607	2,084.00
01-004329	MAXWELL SUPPLY					
		I-292492	015-705-555.61-20	WESTSIDE DRIV GEOGRID- WESTSIDE DR. # 625	162578	718.11
DEPARTMENT 705 2012A USSTRN EXPENSE TOTAL:						4,933.27

FUND	015	CAPITAL IMPROVEMENTS FUND	TOTAL:			103,105.56

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 020 DURANT INDUSTRIAL AUTH.

DEPARTMENT: 017 ECON. DEV. ADMINISTRATION

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000346	DURANT AREA CHAMBER OF					
		I-01/2016-COPY	020-017-537.50-50	PHOTOCOPIES MONTHLY USAGE OF COPY MACH	162519	160.00
		I-01/2016-RENT	020-017-537.30-15	OFFICE SPACE MONTHLY OFFICE RENT	162519	1,225.00
01-000525	THE SIGN DEPOT, LLC					
		I-14725	020-017-537.50-69	EQUIPMENT MAI DIA DOOR LETTERING	162658	91.24
01-000540	AT&T					
		I-01/2016-7608 1	020-017-537.30-31	PHONE & TELEC ECONOMIC DEVELOPMENT	162466	10.00
01-000575	CONWAY DATA					
		I-01015443	020-017-537.30-38	PUBLICATIONS DIA-----ADVERTISING	162504	980.00
01-000620	AT&T MOBILITY (CINGULA					
		I-2164X02012016	020-017-537.30-31	PHONE & TELEC DIA MONTHLY CELL PHONE BILLING	162468	52.53
01-000944	CRAWFORD & ASSOCIATES P					
		I-9556	020-017-537.20-21	AUDIT FEES (P PROFESSIONAL AUDITING SERVICES	162507	69.20
01-002242	JP MORGAN CHASE - BANK					
		I-0327-5585-0116	020-017-537.70-72	TRAINING & TR MCDONALDS FOR MEETING	000000	14.28
		I-0327-5585-0116	020-017-537.70-72	TRAINING & TR ROMA ITALIAN RESTAURANT	000000	154.62
01-003100	FUELMAN OF SOUTHERN OKL					
		I-01/2016-BG159577	020-017-537.50-52	FUEL FUEL-ECONOMIC DEVELOPMENT	000000	49.15
01-003190	P.L. PAT PHELPS					
		I-1569	020-017-537.30-36	CONSULTING FE LEGAL FEES	162622	17.50
01-003443	OKLA PROFESSIONAL ECONO					
		I-77857	020-017-537.50-57	MEMBERSHIPS 2016 OEDC MEMBERSHIP DUES	162591	300.00
01-003602	DURANT KIWANIS CLUB					
		I-1046	020-017-537.50-57	MEMBERSHIPS MONTHLY MEMBERSHIP DUES	162521	120.00
01-004143	TOUCHTONE COMMUNICATION					
		I-01/2016-809247222	020-017-537.30-31	PHONE & TELEC LONG DISTANCE CHGS ECON DEV	162661	0.00
01-005276	BOBBY G BREWER II					
		I-JAN 2016	020-017-537.50-62	JANITORIAL SE BLANKET PO-----OFFICE CLEANING	162475	30.00
01-005647	OKLAHOMA SOUTHEAST, INC					
		I-MEMBERSHIP	020-017-537.50-57	MEMBERSHIPS OK SOUTHEAST MEMBERSHIP DUES	162608	400.00
DEPARTMENT 017 ECON. DEV. ADMINISTRATION TOTAL:						3,673.52

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 020 DURANT INDUSTRIAL AUTH.

DEPARTMENT: 067 INDUSTRIAL PROJECTS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000346	DURANT AREA CHAMBER OF					
		I-2701	020-067-596.70-61	E.D. PROMOTIO SPONSOR 2016 CHAMBER BANQUET	162519	1,000.00
01-000919	A & M ENGRAVING & TROPH					
		I-12.29.15	020-067-596.70-61	E.D. PROMOTIO ENGRAVED CLOCK	162460	45.00
01-001602	OKLAHOMA DEPARTMENT OF					
		I-01/2016-10712	020-067-596.66-12	BL - CDBG LOA LOAN 10712 PMT 144 OF 240	162596	2,083.34
		I-01/2016-11124ED87	020-067-596.66-13	CG - CDBG LOA 11124 ED 87 PMT 134 OF 240	162597	1,666.67
		I-01/2016-12491ES	020-067-596.66-17	ES - CDBG LOA CDBG #12491 - EAGLE SUSPENSION	162598	1,666.48
		I-01/2016-9131CDBG	020-067-596.66-11	CMP - CDBG LO 9131CDBG-EDIF99-	162599	1,250.00
		I-01/2016-CDBG#1210	020-067-596.66-15	EB - CDBG LOA EARTH BIOFUELS CDBG	162600	354.17
01-005269	CHERYL JACKSON					
		I-01/2016-INTEREST	020-067-596.68-01	CG LAND ACQUI INTEREST CARDINAL GLASS LAND	162492	775.39
		I-01/2016-LAND PRIN	020-067-596.68-01	CG LAND ACQUI CARDINAL GLASS LAND PRINCIPAL	162492	1,632.22
01-005270	JOHN JACKSON					
		I-01/2016-INTEREST	020-067-596.68-01	CG LAND ACQUI INTEREST CARDINAL GLASS LAND	162569	775.39
		I-01/2016-LAND PRIN	020-067-596.68-01	CG LAND ACQUI CARDNIAL LAND PURCHASE	162569	1,632.21
DEPARTMENT 067 INDUSTRIAL PROJECTS					TOTAL:	12,880.87
FUND 020 DURANT INDUSTRIAL AUTH.					TOTAL:	16,554.39

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 101 SPECIAL 911 TAX FUND

DEPARTMENT: 007 911 COMMUNICATIONS CTR.

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000540 AT&T						
		I-01/2016-7608 1	101-007-527.30-31	PHONE & TELECOM 911 COMM CENTER	162466	988.26
		I-01/2016-E 911	101-007-527.30-31	PHONE & TELECOM E-911 PHONE	162466	2,000.36
		I-01/2016-E911 WIRE	101-007-527.30-31	PHONE & TELECOM E911 DURANT WIRELESS	162466	216.07
01-000596 TEXOMA PRINT SERVICES						
		I-53849	101-007-527.50-54	UNIFORM EXPEN 911 COMM CTR SHIRTS,JACKETS	162656	185.84
01-000820 OK DEPT OF PUBLIC SAFET						
		I-04-1608474	101-007-527.30-53	COMMUNICATION ANNUAL MONTHLY OLETS FEE	162604	350.00
01-000944 CRAWFORD & ASSOCIATES P						
		I-9556	101-007-527.20-21	PRORATED AUDI PROFESSIONAL AUDITING SERVICES	162507	7.12
01-001671 SOUTHEASTERN ELECTRIC						
		I-JAN 2016	101-007-527.30-33	UTILITIES 911TWR #303-294-6712 16370-001	162646	56.61
		I-JAN 2016	101-007-527.30-33	UTILITIES BOSWELL 1PH 16370-018	162646	0.00
01-003248 FIVE STAR OFFICE SUPPLY						
		I-0202504-001	101-007-527.50-51	OFFICE SUPPLY COMM CTR OFFICE CHAIR	162545	297.00
		I-0205322-001	101-007-527.50-51	OFFICE SUPPLY 2 HEAVY DUTY BINDERS-NCIC BOOK	162545	146.58
01-003703 QUILL CORPORATION						
		I-2628068	101-007-527.50-51	OFFICE SUPPLY FOLDERS, OFC SUPPLIES	162628	143.98
01-004826 CHEROKEE TELEPHONE COMP						
		I-01/2016A-19791SD91	101-007-527.30-31	PHONE & TELECOM PD-911 COMM	162491	281.00
		I-01/2016A-2226878	101-007-527.30-31	PHONE & TELECOM 911 DLS ACHILLE TOWER	162491	43.25
01-005430 VERIZON WIRELESS						
		I-01/2016A-5457-0002	101-007-527.30-53	COMMUNICATION PD AIR CARDS	162670	1,440.36
DEPARTMENT 007 911 COMMUNICATIONS CTR. TOTAL:						6,156.43
FUND 101 SPECIAL 911 TAX FUND TOTAL:						6,156.43

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 206 DURANT AIRPORT AUTHORITY

DEPARTMENT: 065 EAKER FIELD

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000256	LIBRA ELECTRIC COMPANY	I-10741	206-065-503.50-69	EQUIPMENT & G REPAIR RUNWAY IDENTIFY LIGHTS	162575	3,908.20
01-000381	OKLAHOMA NATURAL GAS	I-JAN 2016	206-065-503.30-33	UTILITIES AIRPORT 210477682 1435694 64	162614	512.86
01-000450	OKLAHOMA GAS AND ELECTR	I-01/2016- 35948058	206-065-503.30-33	UTILITIES AIRPORT	162593	513.68
		I-01/2016-129313772	206-065-503.30-33	UTILITIES OG&E AIRPORT PAPI'S & REIL'S	162593	25.71
		I-01/2016-359480449	206-065-503.30-33	UTILITIES AIRPORT-10 WALDRON	162593	107.33
01-000500	RAYMOND'S AUTO SUPPLY I	I-414660	206-065-503.50-69	EQUIPMENT & G STARTER, BATTERY, CABLES #TUG	162632	287.32
01-000540	AT&T	I-01/2016-7608 1	206-065-503.30-31	PHONE & TELECOM AIRPORT	162466	102.30
		I-01/2016-920-0574	206-065-503.30-31	PHONE & TELECOM AIRPORT	162466	165.15
01-000944	CRAWFORD & ASSOCIATES P	I-9556	206-065-503.20-21	PRORATED AUDI PROFESSIONAL AUDITING SERVICES	162507	9.44
01-001204	COUSINS ELECTRONIC SERV	I-01152016	206-065-503.30-55	AWOS TELECOM BLANKET PO-AWOS MAINTENANCE	162506	250.00
01-001443	VAISALA INC	I-301033751	206-065-503.30-55	AWOS TELECOM AWOS NADIN SERVICE DATA - 1 YR	162669	245.00
01-001861	D/W AVIATION	I-JAN 2016	206-065-503.30-66	OPERATOR'S SH OPERATOR SHARE IN SALES	162508	10,043.05
01-001884	TEXOMA JANITORIAL SUPPL	I-1624	206-065-503.50-69	EQUIPMENT & G TOWELS, URINAL MATS & SCREENS	162653	136.20
01-001951	BETTY ROBERTSON	I-82	206-065-503.30-48	JANITORIAL SE AIRPORT JANITORIAL SERVICES	162472	289.33
01-003100	FUELMAN OF SOUTHERN OKL	I-01/2016-BG159577	206-065-503.50-52	FUEL FOR SERV FUEL-AIRPORT	000000	0.00
01-003734	AVFUEL CORPORATION	I-01/2016-AV FUEL	206-065-503.70-87	AVIATION GASO AVIATION GASOLINE PURCHASES	000000	19,521.13
		I-01/2016-CRDT CARD	206-065-503.70-84	CREDIT CARD E CREDIT CARD MACHINE RENTAL	000000	40.00
		I-01/2016-JET FUEL	206-065-503.70-86	JET FUEL PURC JET FUEL PURCHASES #006881677	000000	12,909.91
		I-01/2016-JET FUEL	206-065-503.70-86	JET FUEL PURC	000000	0.00
01-004980	DOUGLASS DISTRIBUTING	I-01/2016-DURCIT	206-065-503.50-52	FUEL FOR SERV AIRPORT	162517	21.90
		I-01/2016A-DURCIT	206-065-503.50-52	FUEL FOR SERV AIRPORT	162517	28.17

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PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 206 DURANT AIRPORT AUTHORITY

DEPARTMENT: 065 EAKER FIELD

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-004988	DIRECTTV					
		I-27627634462	206-065-503.30-33	UTILITIES MONTHLY SERVICE AIRPORT	162516	156.98
01-005639	QTPOD					
		I-56986	206-065-503.50-69	EQUIPMENT & G KEYPAD FOR AUTOMATED FUELER	162627	250.80
DEPARTMENT 065 EAKER FIELD						TOTAL: 49,524.46
FUND	206	DURANT AIRPORT AUTHORITY TOTAL:				49,524.46

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 210 U A BONDS SINKING FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000551 FIRST UNITED BANK & TRU						
		I-01/2016-SER 2009A	210-000-101.06-04	2009A INT. A SERIES 2009A INTEREST	162535	17,596.04
		I-01/2016-SER 2009A	210-000-101.06-03	2009A PRIN. SERIES 2009A PRINCIPAL	162535	20,000.00
		I-01/2016-SER 2009B	210-000-101.06-10	2009B INT. AC DCUA SALES/TAX REV 2009B INT	162536	6,061.30
		I-01/2016-SER 2009B	210-000-101.06-09	2009B PRIN. A DCUA SALES/TAX REV 2009B PRIN	162536	6,666.67
01-002229 FIRST UNITED BANK & TRU						
		I-01/2016-400695201	210-000-101.06-13	2010 DCUA INT INT UTILITY SYS SALES TAX REV	162539	16,325.02
		I-01/2016-400695201	210-000-101.06-12	2010 DCUA PRI PRINCIPAL	162539	20,000.00
		I-01/2016-DCUA 2013	210-000-101.24-03	2013 PRIN. AC 2013 DCUA USSTR NOTE PRINCIPAL	162543	37,500.00
		I-01/2016-DCUA 2013	210-000-101.24-04	2013 INT. ACT 2013 DCUA USSTR NOTE INTEREST	162543	4,918.25
		I-01/2016-DCUA2012A	210-000-101.23-04	2012A INT. AC DCUA 2012A NOTE INTEREST	162544	10,878.54
		I-01/2016-DCUA2012A	210-000-101.23-03	2012A PRIN. A DCUA 2012A NOTE PRINCIPAL	162544	72,500.00
DEPARTMENT NON-DEPARTMENTAL TOTAL:						212,445.82

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PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 210 U A BONDS SINKING FUND

DEPARTMENT: 046 DCUA 2007 MISC NOTE

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000551	FIRST UNITED BANK & TRU					
		I-01/2016-USSTRN07	210-046-528.90-95	INTEREST EXPE 2007 SALES TAX REVENUE INT	162538	14,760.88
		I-01/2016-USSTRN07	210-046-528.90-96	PRINCIPAL PYM 2007 SALES TAX REVENUE PRIN	162538	20,833.33
DEPARTMENT 046 DCUA 2007 MISC NOTE TOTAL:						35,594.21

FUND	210	U A BONDS SINKING FUND	TOTAL:	248,040.03		

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PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 215 D.C.F.A. REVENUE FUND

DEPARTMENT: 078 GEN. GOVT. & DEBT SERVICE

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000944	CRAWFORD & ASSOCIATES P					
		I-9556	215-078-528.20-21	PRORATED AUDI PROFESSIONAL AUDITING SERVICES 162507		19.28
			DEPARTMENT 078	GEN. GOVT. & DEBT SERVICE	TOTAL:	19.28
			FUND	215 D.C.F.A. REVENUE FUND	TOTAL:	19.28

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PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 315 R.L.WILLIAMS LIBRARY FUND

DEPARTMENT: 015 R.L.WILLIAMS LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002242	JP MORGAN CHASE - BANK					
		I-2275-0966-0116	315-015-571.50-56	BOOKS, TAPES, COPYRIGHT 12/10/15-12/9/16	000000	397.00
DEPARTMENT 015 R.L.WILLIAMS LIBRARY TOTAL:						397.00
FUND	315	R.L.WILLIAMS LIBRARY FUNDTOTAL:				397.00

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PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 405 DURANT UTILITIES AUTH.

DEPARTMENT: 024 PUBLIC WORKS ADMIN.

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000540	AT&T					
		I-01/2016-7608 1	405-024-565.30-31	PHONE & TELECOM PUBLIC WORKS	162466	24.99
01-002097	RACING J SIGNS & DESIGN					
		I-1265A	405-024-565.50-54	UNIFORMS MONOGRAMMED SHIRTS	162630	110.00
01-003100	FUELMAN OF SOUTHERN OKL					
		I-01/2016-BG159577	405-024-565.50-52	FUEL PUBLIC WORKS	000000	0.00
01-004143	TOUCHSTONE COMMUNICATION					
		I-01/2016-809247222	405-024-565.30-31	PHONE & TELECOM LONG DISTANCE CHGS PUB WKS	162661	0.78
01-004980	DOUGLASS DISTRIBUTING					
		I-01/2016-DURCIT	405-024-565.50-52	FUEL PUBLIC WORKS ADMIN	162517	16.68
		I-01/2016A-DURCIT	405-024-565.50-52	FUEL PUBLIC WORKS ADMIN	162517	21.45
DEPARTMENT 024 PUBLIC WORKS ADMIN.					TOTAL:	173.90

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 405 DURANT UTILITIES AUTH.

DEPARTMENT: 025 UTILITY BILLING

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-003458	AMERICAN MUNICIPAL SERV					
		I-28127	405-025-550.30-58	BAD DEBT COLL DEC BAD DEBT COLLECTION FEE PL 162465		552.36
01-005545	RANDY HOLLAR, LLC					
		I-1340	405-025-550.70-72	TRAINING & TR SOFTWARE CONSULTANT/TRAINER	162631	1,394.53
01-005598	DATAPROSE, LLC					
		I-DP1503637	405-025-550.30-32	FREIGHT & POS POSTAGE DEC LATE NOTICES DATAP 162510		530.58
		I-DP1503637	405-025-550.30-32	FREIGHT & POS DEC POSTAGE UTILITY STMT MAILE 162510		2,790.49
		I-DP1503637	405-025-550.30-33	UTILITY BILLI DATAPROSE LATE NOTICES DEC 162510		266.28
		I-DP1503637	405-025-550.30-33	UTILITY BILLI DEC UTILITY STMTS DATAPROSE 162510		1,401.54
DEPARTMENT 025 UTILITY BILLING				TOTAL:		6,935.78

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 405 DURANT UTILITIES AUTH.

DEPARTMENT: 026 WATER/SEWER LINE MAINT.

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000164	DURANT TRUE VALUE LUMBE					
		I-584651	405-026-551.50-69	OTHER EQUIP P BLANKET PO	162524	8.45
		I-584652	405-026-551.50-69	OTHER EQUIP P BLANKET PO	162524	5.07
01-000309	US CELLULAR					
		I-0118332202	405-026-551.30-31	PHONE & TELEC M/O ON CALL#580-775-2973& 3180	162666	60.58
01-000328	JIMMIE'S AUTO SUPPLY LL					
		I-142456	405-026-551.50-63	VEHICLE MAINT BLANKET PO	162563	6.80
		I-143176	405-026-551.50-63	VEHICLE MAINT BLANKET PO	162563	55.00
01-000445	BEMAC SUPPLY					
		I-S1863012.001	405-026-551.50-76	WATER MAIN MA SMALL PARTS M&O	162471	248.77
01-000508	RUSTIN CONCRETE					
		I-29720	405-026-551.50-65	CONCRETE AND CONCRETE 7TH	162640	101.00
01-000540	AT&T					
		I-01/2016-7608 1	405-026-551.30-31	PHONE & TELEC W/S LINE MAINTENANCE	162466	412.88
01-000579	CASTEEL'S TIRE BARN INC					
		I-1-149860	405-026-551.50-63	VEHICLE MAINT BLANKET PO	162487	10.00
		I-1-150145	405-026-551.50-63	VEHICLE MAINT TIRE TK 330	162487	168.45
		I-1-GS150025	405-026-551.50-63	VEHICLE MAINT BLANKET PO	162487	10.00
		I-1-GS150044	405-026-551.50-63	VEHICLE MAINT TIRES TK 331	162487	502.48
01-000624	CINTAS CORP					
		I-618729446	405-026-551.50-54	UNIFORMS BLANKET PO- UNIFORMS	162493	69.68
		I-618730151	405-026-551.50-54	UNIFORMS BLANKET PO- UNIFORMS	162493	69.68
		I-618730848	405-026-551.50-54	UNIFORMS BLANKET PO- UNIFORMS	162493	69.68
		I-618731541	405-026-551.50-54	UNIFORMS BLANKET PO- UNIFORMS	162493	69.68
01-000673	OTC					
		I-298016	405-026-551.50-69	OTHER EQUIP P CDL (RANDY CANTRELL)	162617	51.50
01-000871	OKLAHOMA CONTRACTOR'S					
		I-0332089-IN	405-026-551.50-77	SEWER MAIN MA 4" SEWER PARTS	162607	1,284.00
01-001630	HALL ELECTRIC					
		I-6093	405-026-551.50-70	LIFT STATIONS MOBIL HOME LIFT STATION REPAIR	162552	1,875.00
		I-6098	405-026-551.50-70	LIFT STATIONS MOBIL HOME LIFT STATION	162552	495.00
01-001984	B J'S TIRE, INC.					
		I-080363	405-026-551.50-63	VEHICLE MAINT BLANKET PO	162469	35.00
01-002010	DAVIS FLEET PARTS					
		I-608856	405-026-551.50-63	VEHICLE MAINT DOOR LATCH TK329	162511	62.00
01-002242	JP MORGAN CHASE - BANK					

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 405 DURANT UTILITIES AUTH.

DEPARTMENT: 026 WATER/SEWER LINE MAINT.

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002242	JP MORGAN CHASE - BANK	continued				
		I-2275-2178-0116	405-026-551.50-62	JANITORAL SUP CLEANING SUPPLIES	000000	69.80
		I-2275-2178-0116	405-026-551.50-63	VEHICLE MAINT HYD VALVE TK 328	000000	189.99
01-002840	THE UPS STORE - #4911					
		I-8092	405-026-551.50-69	OTHER EQUIP P UPS TO VEMEER	162665	9.30
01-003100	FUELMAN OF SOUTHERN OKL					
		I-01/2016-BG159577	405-026-551.50-52	FUEL WATER/SEWER-FUEL	000000	0.00
01-004143	TOUCHTONE COMMUNICATION					
		I-01/2016-809247222	405-026-551.30-31	PHONE & TELECOM LONG DISTANCE WTR/SWR LN	162661	0.00
01-004552	HD SUPPLY WATERWORKS					
		I-E941131	405-026-551.50-78	HYDRANT MAINT BREAK AWAY FIRE HYD.	162554	77.20
		I-E959015	405-026-551.50-77	SEWER MAIN MA FERNCO	162554	620.35
		I-F007783	405-026-551.50-79	METER MAINT & METER BRASS PARTS	162554	1,353.01
		I-F011060	405-026-551.50-79	METER MAINT & WATER METERS	162554	1,730.00
01-004980	DOUGLASS DISTRIBUTING					
		I-01/2016-DURCIT	405-026-551.50-52	FUEL M/O	162517	551.72
		I-01/2016A-DURCIT	405-026-551.50-52	FUEL M/O	162517	709.61
01-005382	HERTZ EQUIPMENT RENTAL					
		I-28413222-001	405-026-551.50-61	MINOR TOOLS & SAW BLADES	162555	650.00
01-005437	YELLOWHOUSE MACHINERY C					
		I-119501	405-026-551.50-63	VEHICLE MAINT SIDE CUTTERS JD BACKHOE	162683	296.69
DEPARTMENT 026 WATER/SEWER LINE MAINT. TOTAL:						11,928.37

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 405 DURANT UTILITIES AUTH.

DEPARTMENT: 027 WATER TREATMENT PLANT

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000007	DEALERS ELECTRICAL SUPP					
	I-4680180-00	405-027-552.50-58	BUILDING AND	LIGHT BALLIST	162513	144.76
01-000309	US CELLULAR					
	I-0118332202	405-027-552.30-31	PHONE & TELEC	WTP ON CALL 580-774-4774	162666	30.29
01-000450	OKLAHOMA GAS AND ELECTR					
	I-01/2016- 35948058	405-027-552.30-33	UTILITIES	WTP	162593	13,255.16
	I-01/2016-129166792	405-027-552.30-33	UTILITIES	ELECTRIC SERVICE - WTP	162593	0.00
01-000493	OK DEPT OF ENVIRONMENTA					
	I-21087541	405-027-552.50-69	OTHER EQUIP P	TIER2 PAYMENT	162601	30.00
	I-23004717	405-027-552.50-53	CHEMICALS, DR	BLANKET PO FOR LAB TESTING	162602	2,242.21
01-000540	AT&T					
	I-01/2016-7608 1	405-027-552.30-31	PHONE & TELEC	WTP	162466	10.00
01-000624	CINTAS CORP					
	I-618729439	405-027-552.50-54	UNIFORMS	BLANKET PO---UNIFORMS	162493	62.83
	I-618730144	405-027-552.50-54	UNIFORMS	BLANKET PO---UNIFORMS	162493	62.83
	I-618730841	405-027-552.50-54	UNIFORMS	BLANKET PO---UNIFORMS	162493	62.83
	I-618731534	405-027-552.50-54	UNIFORMS	BLANKET PO---UNIFORMS	162493	62.83
01-000819	SOUTHWEST CHEMICAL					
	I-103604	405-027-552.50-53	CHEMICALS, DR	BLANKET PO FOR ALUM	162648	2,920.74
	I-103633	405-027-552.50-53	CHEMICALS, DR	CAUSTIC	162648	6,101.02
	I-103668	405-027-552.50-53	CHEMICALS, DR	LIME	162648	625.00
	I-103684	405-027-552.50-53	CHEMICALS, DR	LIME	162648	625.00
	I-103697	405-027-552.50-53	CHEMICALS, DR	BLANKET PO FOR ALUM	162648	2,978.76
01-000824	HACH COMPANY					
	I-9733938	405-027-552.50-53	CHEMICALS, DR	BLANKET P.O. FOR HACH SERVICE	162551	2,463.00
01-002242	JP MORGAN CHASE - BANK					
	I-0264-7511-0116	405-027-552.50-58	BUILDING AND	GASKETS FOR PUMPS	000000	55.10
	I-0264-7511-0116	405-027-552.50-69	OTHER EQUIP P	PARTS FOR ALUM PUMP INSTALLATI	000000	4.28
	I-0264-7511-0116	405-027-552.50-51	OFFICE SUPPLI	OFFICE SUPPLIES	000000	63.66
	I-0264-7511-0116	405-027-552.50-61	MINOR TOOLS A	DRICER&WIPERBLADS	000000	42.54
	I-0264-7511-0116	405-027-552.50-53	CHEMICALS, DR	LIME	000000	116.00
01-002840	THE UPS STORE - #4911					
	I-7747	405-027-552.30-32	FREIGHT & POS	SAMPLE SHIPPING	162665	118.28
	I-8030	405-027-552.30-32	FREIGHT & POS	LAB SAMPLES FREIGHT	162665	116.31
01-003100	FUELMAN OF SOUTHERN OKL					
	I-01/2016-BG159577	405-027-552.50-52	FUEL	FUEL-WTP	000000	0.00
01-004143	TOUCHTONE COMMUNICATION					
	I-01/2016-809247222	405-027-552.30-31	PHONE & TELEC	LONG DISTANCE CHGS WTP	162661	0.00

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 405 DURANT UTILITIES AUTH.

DEPARTMENT: 027 WATER TREATMENT PLANT

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-004203	MCCRAW'S OIL & PROPANE					
		I-585590	405-027-552.50-69	OTHER EQUIP P OIL	162580	319.96
01-004980	DOUGLASS DISTRIBUTING					
		I-01/2016-DURCIT	405-027-552.50-52	FUEL WTP	162517	63.57
		I-01/2016A-DURCIT	405-027-552.50-52	FUEL WTP	162517	81.77
01-005430	VERIZON WIRELESS					
		I-01/2016A-242015817	405-027-552.30-31	PHONE & TELECOM BLUE RIVER/ARMSTRONG DATA PLAN	162670	276.44
01-005440	BRENNTAG SOUTHWEST, INC					
		I-BSW688697	405-027-552.50-53	CHEMICALS, DR BLANKET PO FOR CHLORINE	162476	3,500.88
		I-BSW689602	405-027-552.50-58	BUILDING AND BACK PRESSURE VALVE	162476	310.00
01-005565	EVOQUA WATER TECHNOLOGI					
		I-902461230	405-027-552.50-53	CHEMICALS, DR BLANKET PO FOR EVOQUA SERVICE	162531	550.00
DEPARTMENT 027 WATER TREATMENT PLANT TOTAL:						37,296.05

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 405 DURANT UTILITIES AUTH.

DEPARTMENT: 028 WWTP

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000164	DURANT TRUE VALUE LUMBE					
		I-583730	405-028-553.50-61	MINOR TOOLS A WWTP HEAT BULBS 12/29/15	162524	83.94
01-000309	US CELLULAR					
		I-0118175946	405-028-553.30-31	PHONE & TELEC WWTP INTERNET CARD	162666	52.07
		I-0118332202	405-028-553.30-31	PHONE & TELEC WWTP ON CALL 580-775-4812	162666	30.29
01-000381	OKLAHOMA NATURAL GAS					
		I-JAN 2016	405-028-553.30-33	UTILITIES WWTP 211477529 2126160 64	162614	358.44
01-000450	OKLAHOMA GAS AND ELECTR					
		I-01/2016- 35948058	405-028-553.30-33	UTILITIES WWTP	162593	10,707.83
		I-01/2016-359480449	405-028-553.30-33	UTILITIES WWTP-1124 DAVIS	162593	200.59
01-000540	AT&T					
		I-01/2016-7608 1	405-028-553.30-31	PHONE & TELEC WWTP	162466	54.38
01-000624	CINTAS CORP					
		I-618729447	405-028-553.50-54	UNIFORMS BLANKET PO---UNIFORMS	162493	64.22
		I-618730152	405-028-553.50-54	UNIFORMS BLANKET PO---UNIFORMS	162493	64.22
		I-618730849	405-028-553.50-54	UNIFORMS BLANKET PO---UNIFORMS	162493	64.22
		I-618731542	405-028-553.50-54	UNIFORMS BLANKET PO---UNIFORMS	162493	64.22
01-000819	SOUTHWEST CHEMICAL					
		I-103635	405-028-553.50-53	CHEMICALS, DR WWTP CHEMICALS 12/28/15	162648	588.00
01-001511	USA BLUE BOOK					
		I-843131	405-028-553.50-69	OTHER EQUIP P WWTP 3/4 HP PUMP 1/11/16	162668	313.52
01-001587	A*B*C OCCUPATIONAL SAFE					
		I-48105	405-028-553.50-58	BUILDING AND WWTP ABC SAFETY SERV. 1/14/16	162461	158.00
01-001671	SOUTHEASTERN ELECTRIC					
		I-JAN 2016	405-028-553.30-33	UTILITIES WWTP 3P.SEWERLIFT 16370-014	162646	35.93
01-001870	CLAY LEWIS ELECTRIC, IN					
		I-4541	405-028-553.50-69	OTHER EQUIP P WWTP UV REPAIR	162498	170.00
01-001884	TEXOMA JANITORIAL SUPPL					
		I-1512	405-028-553.50-62	JANITORIAL SUP MOP HEAD, HAND TOWELS	162653	49.90
01-002242	JP MORGAN CHASE - BANK					
		I-2275-0941-0116	405-028-553.50-51	OFFICE SUPPLI WWTP CALENDERS 12/28/15	000000	78.72
		I-2275-0941-0116	405-028-553.50-69	OTHER EQUIP P WWTP INFILTRATION EQUIPEMENT	000000	25.75
		I-2275-0941-0116	405-028-553.50-51	OFFICE SUPPLI WWTP OFFICE SUPPLIES 12/30/15	000000	200.22
		I-2275-0941-0116	405-028-553.50-69	OTHER EQUIP P WWTP PLC BATTERY 1/4/16	000000	14.72
01-002422	POLYDYNE, INC.					
		I-1017182	405-028-553.50-53	CHEMICALS, DR WWTP CHEMS POLYDYNE 12/28/15	162624	495.00

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 405 DURANT UTILITIES AUTH.

DEPARTMENT: 028 WWTP

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002746	HUTHER & ASSOCIATES, IN	I-3484	405-028-553.50-76	BIO-MONITORIN WWTP BIO-MONITORING 1/26/16	162560	1,525.00
01-003100	FUELMAN OF SOUTHERN OKL	I-01/2016-BG159577	405-028-553.50-52	FUEL FUEL-WWTP	000000	0.00
01-003452	ESBENSHADE INC	I-172675	405-028-553.30-36	SLUDGE DISPOS BLANKET PO - SLUDGE DISPOSAL	162530	1,125.00
		I-172676	405-028-553.30-36	SLUDGE DISPOS BLANKET PO - SLUDGE DISPOSAL	162530	1,125.00
		I-172677	405-028-553.30-36	SLUDGE DISPOS BLANKET PO - SLUDGE DISPOSAL	162530	1,125.00
		I-172678	405-028-553.30-36	SLUDGE DISPOS BLANKET PO - SLUDGE DISPOSAL	162530	1,125.00
01-004143	TOUCHTONE COMMUNICATION	I-01/2016-809247222	405-028-553.30-31	PHONE & TELECOM LONG DISTANCE CHGS WWTP	162661	0.00
01-004627	ELLIOTT ELECTRIC SUPPLY	I-97-60666-01	405-028-553.50-69	OTHER EQUIP P WWTP 120V STARTER 12/29/15	162527	478.57
01-004650	CONTINUUM RETAIL ENERG	I-01/2016A-10040812	405-028-553.30-33	UTILITIES CONTINUUM GAS WWTP	162503	981.92
01-004881	SEW EURODRIVE	I-8701010838	405-028-553.50-69	OTHER EQUIP P WWTP A/C MOTOR 12/30/15	162643	449.59
01-004980	DOUGLASS DISTRIBUTING	I-01/2016-DURCIT	405-028-553.50-52	FUEL WWTP	162517	49.85
		I-01/2016A-DURCIT	405-028-553.50-52	FUEL WWTP	162517	64.12
01-005230	ENVIRONMENTAL RESOURCE T	I-30965	405-028-553.50-53	CHEMICALS, DR WWTP LAB SUPPLIES 1/8/16	162528	120.00
01-005684	MACHINING AND VALVE AUT	I-2016-100016	405-028-553.50-69	OTHER EQUIP P WWTP EMI MOTOR 1/21/16	162576	1,845.00
		I-2016-100017	405-028-553.50-69	OTHER EQUIP P WWTP EMI MOTOR GEAR SET1/21/16	162576	405.00
DEPARTMENT 028 WWTP					TOTAL:	24,293.23

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 405 DURANT UTILITIES AUTH.

DEPARTMENT: 029 COLLECTION - SOLID WASTE

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000007	DEALERS ELECTRICAL SUPP					
		I-4680368-00	405-029-554.50-58	BUILDING AND BULBS & PLUG- S/W	162513	75.32
01-000164	DURANT TRUE VALUE LUMBE					
		I-584278	405-029-554.50-61	MINOR TOOLS A BLANKET PO	162524	28.98
01-000260	GRAHAM INTERNATIONAL IN					
		I-663307	405-029-554.50-63	VEHICLE MAINT SPRING PADS #6	162548	109.97
		I-663348	405-029-554.50-63	VEHICLE MAINT CROSS MEMBER #6	162548	560.87
01-000328	JIMMIE'S AUTO SUPPLY LL					
		I-142751	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162563	71.56
		I-143244	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162563	71.72
		I-143494	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162563	8.24
		I-143694	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162563	34.00
		I-143783	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162563	18.75
		I-143936	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162563	31.70
		I-143940	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162563	11.90
		I-144631	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162563	3.60
		I-144899	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162563	4.00
		I-144965	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162563	135.14
		I-144991	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162563	199.20
		I-145104	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162563	47.34
		I-145140	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162563	6.80
		I-145421	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162563	2.05
01-000484	PRICE'S PRINTING					
		I-51082	405-029-554.50-51	OFFICE SUPPLI BUSINESS CARDS	162625	29.00
01-000540	AT&T					
		I-01/2016-7608 1	405-029-554.30-31	PHONE & TELECOM SANITATION	162466	15.00
01-000624	CINTAS CORP					
		I-618729441	405-029-554.50-54	UNIFORMS BLANKET PO-----UNIFORMS	162493	118.78
		I-618730146	405-029-554.50-54	UNIFORMS BLANKET PO-----UNIFORMS	162493	118.78
		I-618730843	405-029-554.50-54	UNIFORMS BLANKET PO-----UNIFORMS	162493	118.78
		I-618731536	405-029-554.50-54	UNIFORMS BLANKET PO-----UNIFORMS	162493	118.78
01-000627	R&D ENT. USED CARS & SA					
		I-01.08.16	405-029-554.50-63	VEHICLE MAINT SEAT TRUCK # 3	162629	50.00
01-001420	UNITED ENGINES LLC					
		I-2068599	405-029-554.50-63	VEHICLE MAINT GRABBER CYLINDER #5	162664	745.74
		I-2068703	405-029-554.50-63	VEHICLE MAINT GRABBER PARTS #5	162664	790.76
01-002010	DAVIS FLEET PARTS					
		I-608755	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162511	112.10
		I-608772	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162511	25.62
		I-608830	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162511	51.03

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BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002010	DAVIS FLEET PARTS		continued			
		I-609104	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162511	11.36
		I-609176	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162511	71.80
		I-609189	405-029-554.50-63	VEHICLE MAINT PTO CYLINDER # 20	162511	346.03
		I-609413	405-029-554.50-63	VEHICLE MAINT BLANKET PO	162511	392.50
01-002961	SOUTHERN OK REGIONAL DI					
		I-0000515530	405-029-554.30-44	SOLID WASTE D SOLID WASTE DISPOSAL FEES	162644	42,307.55
01-003100	FUELMAN OF SOUTHERN OKL					
		I-01/2016-BG159577	405-029-554.50-52	FUEL SOLID WASTE COLLECTION-FUEL	000000	0.00
01-003102	ROLL OFFS USA OF AMERIC					
		I-0037320-IN	405-029-554.50-82	COMPACTORS SOSU COMPACTOR REPAIRS	162637	41.40
		I-0037344-IN	405-029-554.50-79	DUMPSTERS DUMPSTER CASTERS	162637	475.00
01-003490	WILLIAMS REFUSE EQUIPME					
		I-4510	405-029-554.50-83	POLYCARTS 50-POLYCART LIDS	162681	1,234.00
		I-4511	405-029-554.50-83	POLYCARTS AXLES & WHEELS	162681	781.80
01-004143	TOUCHTONE COMMUNICATION					
		I-01/2016-809247222	405-029-554.30-31	PHONE & TELEC LONG DISTANCE SANITATION	162661	0.00
01-004272	FASTENAL					
		I-OKDUR53353	405-029-554.70-74	SAFETY EQUIPM SUPPLIES- MACHINE	162533	198.16
1-004980	DOUGLASS DISTRIBUTING					
		I-01/2016-DURCIT	405-029-554.50-52	FUEL SW COLLECTION	162517	1,721.60
		I-01/2016A-DURCIT	405-029-554.50-52	FUEL SW COLLECTION	162517	2,214.31
1-005168	CASTEEL'S TIRE (CALERA)					
		I-1-GS48580	405-029-554.50-63	VEHICLE MAINT 2-FRONT STEER TIRES #5	162486	1,086.02

DEPARTMENT 029 COLLECTION - SOLID WASTE TOTAL: 54,597.04

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 405 DURANT UTILITIES AUTH.

DEPARTMENT: 031 "LAKE DURANT"

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-001671	SOUTHEASTERN ELECTRIC					
	I-JAN 2016		405-031-552.30-33 UTILITIES	LAKE GATE TRAILER 16370-003	162646	118.61
	I-JAN 2016		405-031-552.30-33 UTILITIES	LAKE 16370-004	162646	137.17
	I-JAN 2016		405-031-552.30-33 UTILITIES	LAKE PICNIC AREA 16370-006	162646	30.00
	I-JAN 2016		405-031-552.30-33 UTILITIES	LAKE CG WATER TOWER 16370-010	162646	74.83
	I-JAN 2016		405-031-552.30-33 UTILITIES	LAKE RV PADS 16370-012	162646	134.52
01-003100	FUELMAN OF SOUTHERN OKL					
	I-01/2016-BG159577		405-031-552.50-52 FUEL	FUEL-LAKE DURANT	000000	0.00
01-003189	BRYAN CO RWD #2					
	I-JAN 2016		405-031-552.30-33 UTILITIES	LAKE DURANT ACCT #1833	162478	183.38
	I-JAN 2016		405-031-552.30-33 UTILITIES	WARD ACCT #3093	162478	16.83
01-003402	MICHAEL WARD					
	I-117604		405-031-552.30-51 CONTRACT LABO CONT. LABOR- MIKE WARD		162677	733.42
	I-117605		405-031-552.30-51 CONTRACT LABO CONT. LABOR- MIKE WARD		162678	733.43
01-004203	MCCRAW'S OIL & PROPANE					
	I-24575		405-031-552.50-52 FUEL	PROPANE- LAKE DURANT	162580	165.00
	I-24750		405-031-552.50-52 FUEL	PROPANE- LAKE DURANT	162580	120.00
01-004980	DOUGLASS DISTRIBUTING					
	I-01/2016-DURCIT		405-031-552.50-52 FUEL	LAKE DURANT	162517	3.13
	I-01/2016A-DURCIT		405-031-552.50-52 FUEL	LAKE DURANT	162517	4.02
DEPARTMENT 031 "LAKE DURANT"					TOTAL:	2,454.34

PACKET: 07825 AP CLAIMS FEB 10 2016
 VENDOR SET: 01
 FUND : 405 DURANT UTILITIES AUTH.
 DEPARTMENT: 049 DISPOSAL - SOLID WASTE
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000007	DEALERS ELECTRICAL SUPP					
		I-4680473-00	405-049-554.50-58	BUILDING AND LIGHT BULBS	162513	17.27
01-000328	JIMMIE'S AUTO SUPPLY LL					
		I-144690	405-049-554.70-59	LANDFILL EQUI BLANKET PO	162563	9.99
		I-144989	405-049-554.70-59	LANDFILL EQUI BLANKET PO	162563	18.86
01-000445	BEMAC SUPPLY					
		I-S1903063.001	405-049-554.70-59	LANDFILL EQUI VALVES #39	162471	44.04
01-000450	OKLAHOMA GAS AND ELECTR					
		I-01/2016- 35948058	405-049-554.30-33	UTILITIES LANDFILL	162593	0.00
		I-01/2016-2075588-0	405-049-554.30-33	UTILITIES 1608 N 9TH	162593	191.37
01-000540	AT&T					
		I-01/2016-7608 1	405-049-554.30-31	PHONE & TELEC LANDFILL	162466	0.00
01-000624	CINTAS CORP					
		I-618729448	405-049-554.50-54	UNIFORMS BLANKET PO---UNIFORMS	162493	58.94
		I-618730153	405-049-554.50-54	UNIFORMS BLANKET PO---UNIFORMS	162493	58.94
		I-618730850	405-049-554.50-54	UNIFORMS BLANKET PO---UNIFORMS	162493	72.83
		I-618731543	405-049-554.50-54	UNIFORMS BLANKET PO---UNIFORMS	162493	65.46
01-000751	MCGEE COMPANY					
		I-40144058-00	405-049-554.70-59	LANDFILL EQUI BLANKET PO	162581	116.92
01-001587	A*B*C OCCUPATIONAL SAFE					
		I-48014	405-049-554.70-74	SAFETY EQUIPM FIRE EXTINGUISHER	162461	39.00
01-001680	CAROLINA SOFTWARE					
		I-59844	405-049-554.50-49	COMPUTER SOFT BLANKET PO	162483	200.00
01-002010	DAVIS FLEET PARTS					
		I-609187	405-049-554.70-59	LANDFILL EQUI BLANKET PO	162511	131.46
		I-609208	405-049-554.70-59	LANDFILL EQUI BLANKET PO	162511	539.90
		I-609304	405-049-554.70-59	LANDFILL EQUI BLANKET PO	162511	55.00
01-003100	FUELMAN OF SOUTHERN OKL					
		I-01/2016-BG159577	405-049-554.50-52	FUEL FUEL-LANDFILL	000000	3,831.74
01-004143	TOUCHTONE COMMUNICATION					
		I-01/2016-809247222	405-049-554.30-31	PHONE & TELEC LONG DISTANCE LANDFILL	162661	0.00
01-004980	DOUGLASS DISTRIBUTING					
		I-01/2016-DURCIT	405-049-554.50-52	FUEL LANDFILL/SW DISP	162517	121.70
		I-01/2016A-DURCIT	405-049-554.50-52	FUEL LANDFILL/SW DISP	162517	156.53
		I-014773030	405-049-554.50-52	FUEL DIESEL FUEL	162517	773.27
01-005073	GRAHAM TRUCK TIRE CENTE					

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 405 DURANT UTILITIES AUTH.

DEPARTMENT: 049 DISPOSAL - SOLID WASTE

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-005073	GRAHAM TRUCK TIRE CENTE	continued				
		I-501103	405-049-554.70-59	LANDFILL EQUI 10- TIRES FOR 7- TRAILERS	162549	1,243.50
01-005428	OKLAHOMA SWANA					
		I-WEP16-011	405-049-554.70-72	TRAINING & TR JOHNATHAN GIBSON REGISTRATION	162609	30.00
		I-WEP16-011	405-049-554.70-72	TRAINING & TR KENNETH COOPER REGISTRATION	162609	30.00
		I-WEP16-011	405-049-554.70-72	TRAINING & TR ZEFE LABORICO REGISTRATION	162609	30.00
01-005437	YELLOWHOUSE MACHINERY C					
		I-110480	405-049-554.70-59	LANDFILL EQUI SCRAPER TEETH ON BOMAG	162683	402.95
				DEPARTMENT 049 DISPOSAL - SOLID WASTE	TOTAL:	8,239.67
				FUND 405 DURANT UTILITIES AUTH.	TOTAL:	161,319.36

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 500 MULTI-SPORTS COMPLEX

DEPARTMENT: 010 RECREATIONAL MARKETING

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000977	COCA-COLA BOTTLING CO					
		I-1281063511	500-010-534.55-01	CONCESSION PR CONCESSION ITEMS	162500	248.40
DEPARTMENT 010 RECREATIONAL MARKETING TOTAL:						248.40

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BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000164	DURANT TRUE VALUE LUMBE					
		I-584298	610-050-572.50-61	MINOR TOOLS A SCREW & BOX CONNECTOR, PLIERS	162524	18.91
		I-584670	610-050-572.50-69	OTHER EQUIP P PLIER, NIPPLE, SWITCH & PLATE	162524	35.84
01-000500	RAYMOND'S AUTO SUPPLY I					
		I-413991	610-050-572.50-61	MINOR TOOLS A TOOLS	162632	64.09
01-000540	AT&T					
		I-01/2016-7608 1	610-050-572.30-31	PHONE & TELEC CEMETERY	162466	11.18
01-001671	SOUTHEASTERN ELECTRIC					
		I-JAN 2016	610-050-572.30-33	UTILITIES CMTRY OFFICE/SHOP 16370-005	162646	392.26
		I-JAN 2016	610-050-572.30-33	UTILITIES CMTRY SEC. LIGHT 16370-013	162646	10.79
01-003100	FUELMAN OF SOUTHERN OKL					
		I-01/2016-BG159577	610-050-572.50-52	FUEL CEMETERY-FUEL	000000	0.00
01-004143	TOUCHTONE COMMUNICATION					
		I-01/2016-809247222	610-050-572.30-31	PHONE & TELEC LONG DISTANCE CHGS CEMTRY	162661	0.00
01-004980	DOUGLASS DISTRIBUTING					
		I-01/2016-DURCIT	610-050-572.50-52	FUEL CEMETERY	162517	87.70
		I-01/2016A-DURCIT	610-050-572.50-52	FUEL CEMETERY	162517	112.79
				DEPARTMENT 050 HIGHLAND CEMETERY	TOTAL:	733.56
				FUND 610 CEMETERY OPERATIONS FUND TOTAL:		733.56

PACKET: 07825 AP CLAIMS FEB 10 2016

VENDOR SET: 01

FUND : 615 CEMETERY CARE FUND

DEPARTMENT: 050 HIGHLAND CEMETERY

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-005139	TEXOMA MFG. LLC					
		I-6306	615-050-572.60-54	FENCE REPAIR FENCE/GATE POWDER COATING	162655	800.00
			DEPARTMENT 050	HIGHLAND CEMETERY	TOTAL:	800.00

			FUND	615 CEMETERY CARE FUND	TOTAL:	800.00
					REPORT GRAND TOTAL:	770,613.09

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2015-2016	001-001-513.30-31	PHONE & TELECOMMUNICATION	33.59	350	120.20		580,768	254,250.13	
	001-001-513.50-51	OFFICE SUPPLIES	685.92	3,000	1,286.93-	Y	580,768	254,250.13	
	001-001-513.50-56	OK STATUTES ANNOTATED	280.04	3,600	1,359.68		580,768	254,250.13	
	001-001-513.50-57	MEMBERSHIPS & SUBSCRIPTION	290.00	3,500	1,527.92-	Y	580,768	254,250.13	
	001-001-513.70-72	TRAINING AND TRAVEL	1,394.54	5,000	461.13-	Y	580,768	254,250.13	
	001-002-514.30-31	PHONE & TELECOMMUNICATION	27.34	400	208.74		214,368	109,992.77	
	001-002-514.30-32	FREIGHT AND POSTAGE	202.04	6,500	2,370.55		214,368	109,992.77	
	001-002-514.50-51	OFFICE SUPPLIES	31.28	2,500	64.31		214,368	109,992.77	
	001-002-514.50-64	FUEL	0.00	0	0.00		214,368	109,992.77	
	001-002-514.70-72	TRAINING AND TRAVEL	450.57	4,500	2,700.74		214,368	109,992.77	
	001-003-515.30-31	PHONE & TELECOMMUNICATION	0.50	50	15.85-	Y	205,242	81,132.96	
	001-003-515.70-72	TRAINING AND TRAVEL	2,047.39	13,900	4,193.45		205,242	81,132.96	
	001-004-516.30-77	INTERNAL LEGAL SVCS	2,904.39	60,000	4,585.00		110,537	12,449.14	
	001-004-516.30-78	EXTERNAL LEGAL SERVICES	1,884.72	5,000	10,443.64-	Y	110,537	12,449.14	
	001-004-516.50-56	LEGAL SUBSCRIPTION SERVICE	112.89	2,500	221.18-	Y	110,537	12,449.14	
	001-005-521.30-31	PHONE & TELECOMMUNICATION	555.94	13,000	9,128.56		4,356,142	1,848,511.82	
	001-005-521.30-32	FREIGHT AND POSTAGE	14.00	800	583.48		4,356,142	1,848,511.82	
	001-005-521.30-33	UTILITIES	2,414.05	48,770	31,913.03		4,356,142	1,848,511.82	
	001-005-521.30-48	JANITORIAL SERVICES CONTRA	2,170.00	26,130	90.00		4,356,142	1,848,511.82	
	001-005-521.30-95	OHS TRAFFIC ENF. GRANT EXP	321.63	48,754	39,855.46		4,356,142	1,848,511.82	
	001-005-521.50-51	OFFICE SUPPLIES	1,001.29	7,500	2,057.35		4,356,142	1,848,511.82	
	001-005-521.50-52	FUEL	4,004.33	110,000	68,680.19		4,356,142	1,848,511.82	
	001-005-521.50-54	UNIFORMS	685.95	22,000	15,677.08		4,356,142	1,848,511.82	
	001-005-521.50-58	BUILDING MAINTENANCE	585.07	7,500	2,737.78		4,356,142	1,848,511.82	
	001-005-521.50-62	JANITORIAL SUPPLIES	293.04	5,000	2,842.85		4,356,142	1,848,511.82	
	001-005-521.50-63	VEHICLE MAINTENANCE	0.00	2,000	700.00		4,356,142	1,848,511.82	
	001-005-521.50-69	OTHER EQUIP PARTS & MAINT	153.85	7,000	3,410.03		4,356,142	1,848,511.82	
	001-005-521.50-74	(D) DRUG DOG, EQUIP., SUPP	168.50	1,500	549.08		4,356,142	1,848,511.82	
	001-005-521.50-80	FORENSIC EQUIPMENT	94.41	2,000	866.40		4,356,142	1,848,511.82	
	001-005-521.70-72	TRAINING AND TRAVEL	105.00	30,000	22,062.15		4,356,142	1,848,511.82	
	001-005-521.70-81	BRYAN CO. JAIL PAYMENT	7,360.00	86,500	0.00		4,356,142	1,848,511.82	
	001-006-523.30-15	VETERINARY SERVICES	105.00	500	150.00		100,141	44,750.27	
	001-006-523.50-52	FUEL	202.05	6,000	3,971.75		100,141	44,750.27	
	001-006-523.50-58	BUILDING MAINTENANCE	50.00	1,500	1,450.00		100,141	44,750.27	
	001-006-523.50-63	VEHICLE MAINTENANCE	0.00	1,500	1,350.00		100,141	44,750.27	
	001-006-523.50-69	OTHER EQUIP PARTS & MAINT	27.25	2,000	686.36		100,141	44,750.27	
	001-008-522.30-31	PHONE & TELECOMMUNICATION	265.64	6,000	2,600.81		3,027,927	1,259,638.56	
	001-008-522.30-33	UTILITIES	1,863.66	27,000	13,761.66		3,027,927	1,259,638.56	
	001-008-522.30-48	JANITORIAL SERVICES CONTRA	104.96	1,250	9.51-	Y	3,027,927	1,259,638.56	
	001-008-522.50-51	OFFICE SUPPLIES	182.38	3,000	1,592.32		3,027,927	1,259,638.56	
	001-008-522.50-52	FUEL	829.98	26,400	17,833.16		3,027,927	1,259,638.56	
	001-008-522.50-54	UNIFORMS	1,205.00	28,000	22,748.09		3,027,927	1,259,638.56	
	001-008-522.50-57	MEMBERSHIPS	954.00	3,000	564.00-	Y	3,027,927	1,259,638.56	
	001-008-522.50-58	BUILDING AND MAINTENANCE	1,152.75	12,000	4,088.37		3,027,927	1,259,638.56	
	001-008-522.50-61	MINOR TOOLS AND EQUIPMENT	3,614.36	35,000	19,891.15		3,027,927	1,259,638.56	

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	001-008-522.50-62	JANITORAL SUPPLIES	693.10	7,000	1,855.28	3,027,927	1,259,638.56
	001-008-522.50-63	VEHICLE MAINTENANCE	258.57	33,000	24,344.95	3,027,927	1,259,638.56
	001-008-522.50-68	SAFETY CLOTHING	136.80	30,000	22,379.45	3,027,927	1,259,638.56
	001-008-522.70-72	TRAINING AND TRAVEL	85.00	16,000	10,777.87	3,027,927	1,259,638.56
	001-009-532.30-31	PHONE & TELECOMMUNICATION	137.70	2,100	1,183.27	728,321	331,443.11
	001-009-532.30-33	UTILITIES	2,283.54	22,500	9,076.45	728,321	331,443.11
	001-009-532.30-51	CONTRACT LABOR	868.00	9,000	5,144.50-	Y 728,321	331,443.11
	001-009-532.50-52	FUEL	1,312.12	30,400	17,438.88	728,321	331,443.11
	001-009-532.50-54	UNIFORMS	426.71	5,700	1,697.55	728,321	331,443.11
	001-009-532.50-61	MINOR TOOLS AND EQUIPMENT	368.89	5,000	1,005.18	728,321	331,443.11
	001-009-532.50-62	JANITORAL SUPPLIES	739.65	2,000	173.17	728,321	331,443.11
	001-009-532.50-63	VEHICLE MAINTENANCE	671.97	5,000	1,376.04	728,321	331,443.11
	001-009-532.50-69	OTHER EQUIP PARTS & MAINT.	713.74	8,000	1,349.87	728,321	331,443.11
	001-009-532.50-71	RECREATIONAL EQUIP. & MAIN	130.00	2,000	487.00-	Y 728,321	331,443.11
	001-012-536.30-31	PHONE & TELECOMMUNICATION	84.84	300	670.38-	Y 116,654	60,239.45
	001-012-536.30-33	UTILITIES	17.41	4,800	4,676.13	116,654	60,239.45
	001-012-536.50-58	BUILDING AND MAINTENANCE	142.00	3,000	2,669.19	116,654	60,239.45
	001-013-512.30-78	MC BAD DEBT COLLECTION FE	758.50	10,000	3,035.00	109,699	33,716.31
	001-014-525.30-31	PHONE & TELECOMMUNICATION	5.69	500	152.01-	Y 414,451	178,593.99
	001-014-525.50-52	FUEL	84.08	3,200	2,337.15	414,451	178,593.99
	001-014-525.50-57	MEMBERSHIPS & SUBSCRIPTION	75.00	4,000	1,480.81	414,451	178,593.99
	001-014-525.50-63	VEHICLE MAINTENANCE	27.98	3,000	1,989.15	414,451	178,593.99
	001-014-525.50-69	EQUIPMENT & FURNISHINGS	54.38	2,500	2,362.66	414,451	178,593.99
	001-014-525.70-72	TRAINING AND TRAVEL	168.00	6,500	3,343.08	414,451	178,593.99
	001-015-571.30-31	PHONE & TELECOMMUNICATION	343.85	4,000	970.92	662,273	297,702.97
	001-015-571.30-33	UTILITIES	124.14	15,000	11,273.22	662,273	297,702.97
	001-015-571.50-32	POSTAGE & FREIGHT	315.99	2,500	720.89	662,273	297,702.97
	001-015-571.50-51	OFFICE SUPPLIES	635.90	11,000	1,710.32	662,273	297,702.97
	001-015-571.50-56	BOOKS AND PUBLICATIONS	3,629.84	50,000	6,140.23	662,273	297,702.97
	001-015-571.50-58	BUILDING AND MAINTENANCE	881.78	20,000	8,051.40	662,273	297,702.97
	001-015-571.70-35	STATE AID EXPENDITURES	938.96	21,500	14,600.80	662,273	297,702.97
	001-015-571.70-72	TRAINING AND TRAVEL	119.37	5,000	2,262.57	662,273	297,702.97
	001-016-541.30-31	PHONE & TELECOMMUNICATION	40.79	650	373.91	872,767	351,690.03
	001-016-541.50-52	FUEL	3,097.58	60,000	33,658.88	872,767	351,690.03
	001-016-541.50-54	UNIFORMS	409.08	6,500	2,426.06	872,767	351,690.03
	001-016-541.50-58	BUILDING AND MAINTENANCE	194.88	2,000	1,276.32	872,767	351,690.03
	001-016-541.50-61	MINOR TOOLS AND EQUIPMENT	955.10	7,000	3,492.89	872,767	351,690.03
	001-016-541.50-63	VEHICLE MAINTENANCE	1,188.23	26,000	9,692.25	872,767	351,690.03
	001-016-541.50-69	OTHER EQUIP PARTS & MAINT	613.97	17,000	4,580.25	872,767	351,690.03
	001-016-541.50-71	DRAINAGE MAINTENANCE	209.40	7,000	372.89-	Y 872,767	351,690.03
	001-016-541.50-95	PAVING MAINTENANCE	2,127.03	49,000	556.07-	Y 872,767	351,690.03
	001-016-541.70-74	SAFETY EQUIPMENT	299.60	2,500	709.54-	Y 872,767	351,690.03
	001-018-519.30-31	PHONE & TELECOMMUNICATION	635.60	6,000	1,173.00	289,283	133,894.86
	001-018-519.50-51	OFFICE SUPPLIES	99.47	1,500	1,080.81	289,283	133,894.86
	001-018-519.50-52	FUEL	188.41	7,200	5,338.87	289,283	133,894.86

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	001-018-519.50-58	BUILDING AND MAINTENANCE	1,459.00	3,000	498.96	289,283	133,894.86
	001-018-519.50-61	MINOR TOOLS & EQUIP	2,594.15	12,000	6,245.45	289,283	133,894.86
	001-018-519.50-63	VEHICLE MAINT	1,300.74	6,000	1,752.76	289,283	133,894.86
	001-018-519.50-70	NEW SIREN MAINT	53.47	8,000	1,285.85	289,283	133,894.86
	001-019-569.20-21	PRORATED AUDIT & FIN. CONS	152.80	30,559	4,069.30-	Y 2,442,334	1,973,601.71
	001-019-569.30-31	PHONE SERVICE - COMMON COS	1,501.02	30,000	19,513.86	2,442,334	1,973,601.71
	001-019-569.30-33	UTILITIES	18,055.22	240,000	108,199.13	2,442,334	1,973,601.71
	001-019-569.30-48	JANITORIAL SERVICES CONTRA	1,540.49	18,500	14.08	2,442,334	1,973,601.71
	001-019-569.50-52	GENERAL GOV COMMON FUEL CO	14.84	500	413.79	2,442,334	1,973,601.71
	001-019-569.50-58	BUILDING MAINT. & SUPPLIES	1,738.06	24,178	16,937.53	2,442,334	1,973,601.71
	001-019-569.50-61	BUILDING HOLIDAY DECORATIO	353.97	2,000	1,646.03	2,442,334	1,973,601.71
	001-019-569.50-62	JANITORIAL SUPPLIES	49.50	3,000	468.15	2,442,334	1,973,601.71
	001-019-569.50-70	PHOTOCOPY PAPER	349.00	3,000	1,601.00	2,442,334	1,973,601.71
	001-019-569.70-22	COUNCIL MEMBER COMPENSATIO	850.00	8,000	2,550.00-	Y 2,442,334	1,973,601.71
	001-019-569.70-23	COUNCIL MEMBER RELATED EXP	150.00	500	68.50-	Y 2,442,334	1,973,601.71
	001-019-569.70-60	UBCC FEES DUE TO STATE OF	132.00	2,500	1,356.00	2,442,334	1,973,601.71
	001-019-569.70-61	C.L.E.E.T. LAW ENF. TRAINI	2,370.78	0	726.68-	Y 2,442,334	1,973,601.71
	001-019-569.70-73	EMPLOYEE AWARDS PROGRAM	32.00	5,000	2,299.00	2,442,334	1,973,601.71
	001-019-569.70-75	EMPLOYEE EVENT PROGRAM	104.66	1,000	730.31	2,442,334	1,973,601.71
	001-019-569.70-77	A & G MISCELLANEOUS	18,808.32	29,992	9,737.52	2,442,334	1,973,601.71
	001-021-541.30-31	PHONE & TELECOMMUNICATION	5.00	200	165.56	363,440	168,596.74
	001-021-541.50-05	PD VEHICLE MAINTENANCE	1,769.52	58,000	24,162.21	363,440	168,596.74
	001-021-541.50-52	FUEL	83.97	2,800	1,970.54	363,440	168,596.74
	001-021-541.50-54	UNIFORMS	221.44	4,000	951.50	363,440	168,596.74
	001-021-541.50-58	BUILDING AND MAINTENANCE	87.00	7,000	3,166.05	363,440	168,596.74
	001-021-541.50-61	MINOR TOOLS AND EQUIPMENT	146.10	6,000	3,036.43	363,440	168,596.74
	001-021-541.50-63	VEHICLE MAINTENANCE	36.72	3,000	1,983.21	363,440	168,596.74
	001-021-541.50-71	OIL AND LUBRICANTS	1,343.69	50,000	27,664.98	363,440	168,596.74
	001-023-592.30-33	UTILITIES	872.13	14,500	6,479.01	22,750	14,170.62
	004-037-596.30-33	UTILITIES	0.00	0	0.00	0	0.00
	005-066-569.20-11	ADMINISTRATIVE FEES	3,575.35	40,000	15,832.04	2,086,151	390,423.78
	005-066-569.20-12	SPECIFIC PREMIUM	31,522.65	425,000	218,955.94	2,086,151	390,423.78
	005-066-569.20-13	ANNUAL AGGREGATE PREMIUM	862.99	10,000	2,640.54	2,086,151	390,423.78
	010-020-560.30-31	PHONE & TELECOMMUNICATIONS	283.43	2,500	247.20	471,491	144,033.49
	010-020-560.30-35	COPIER LEASE & USE FEES	2,618.23	40,000	3,282.42	471,491	144,033.49
	010-020-560.30-40	INTERNET SERVICE / GMAIL	1,412.97	16,692	6,934.54	471,491	144,033.49
	010-020-560.30-50	SOFTWARE/SERVER MAINT	424.98	20,000	15,100.00	471,491	144,033.49
	010-020-560.30-51	CONTRACT LABOR	3,660.00	10,000	1,900.00	471,491	144,033.49
	010-020-560.50-65	NETWORK EQUIPMENT & MAINT	75.00	10,000	1,870.91	471,491	144,033.49
	010-020-560.50-69	OTHER EQUIP PARTS & MAINT	1,065.21	14,860	9,323.34	471,491	144,033.49
	010-020-560.80-01	HARDWARE PURCHASES - PC's	55.95	67,725	17,197.10	471,491	144,033.49
	010-020-560.80-03	NETWORK HARDWARE UPGRADE	88.97	8,500	6,675.00	471,491	144,033.49
	012-090-596.19-06	TPA ANNUAL SERVICE FEE	11,497.00	12,000	503.00	611,860	122,988.76
	015-018-519.62-42	FEMA/EOC GRANT EXPENSE	4,306.50	884,203	37,480.60-	Y 902,043	37,583.00-
	015-019-569.85-23	NOTE PAYABLE-LANDFILL PROP	13,588.90	163,512	54,533.02	1,295,799	777,277.14

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
015-019-569.85-34		DMSC FIELD LIGHTING DEBT S	2,144.80	25,738	8,579.60		1,295,799	777,277.14	
015-019-569.85-44		FY12 SWC BRUSHLOADER	2,279.38	27,363	9,127.96		1,295,799	777,277.14	
015-019-569.85-45		FY12 GARAGE FORKLIFT	1,112.15	13,346	4,448.80		1,295,799	777,277.14	
015-019-569.85-47		FY12 AUTOMATED REFUSE TRUC	3,830.70	43,968	13,322.42		1,295,799	777,277.14	
015-019-569.85-49		FY12 SWC COMPACTOR BODY 50	1,410.44	16,925	5,641.46		1,295,799	777,277.14	
015-019-569.85-56		FY13 STREET BACKHOE	2,079.96	24,960	8,320.32		1,295,799	777,277.14	
015-019-569.85-57		FY13 PD VEHICLES	5,862.26	70,347	23,448.92		1,295,799	777,277.14	
015-019-569.85-58		FY14 SWD- COMPACTOR	11,497.51	137,970	45,989.92		1,295,799	777,277.14	
015-019-569.85-59		FY14 SWC- ROLLOFF TRUCK	5,269.31	63,232	21,077.52		1,295,799	777,277.14	
015-019-569.85-60		FY14 GARAGE LIFT	1,698.51	20,382	6,793.92		1,295,799	777,277.14	
015-019-569.85-61		FY14 OLD COUNTRY CLUB PROP	6,000.18	72,002	24,000.56		1,295,799	777,277.14	
015-019-569.85-62		FY14 STREET DUMP TRUCKS (2	4,837.07	58,045	19,348.44		1,295,799	777,277.14	
015-019-569.85-63		FY15 (4) PD TAHOES/ W EQUI	2,866.86	34,400	11,465.12		1,295,799	777,277.14	
015-026-551.62-89		N. 7TH ST H2O LINE EXT	18,924.05	0	46,715.66-	Y	0	46,715.66-	Y
015-049-554.61-70		LANDFILL GAS MONITOR & MIT	1,200.00	18,448	7,750.00		65,569	51,335.00	
015-065-503.80-35		ENGINEERING-RUNWAY EXTENSI	2,024.55	4,000	4,024.55-	Y	621,720	583,695.45	
015-405-555.61-40		EOC ROADWAY & PARKING ACCE	4,045.29	162,307	153,405.88		162,307	153,405.88	
015-605-555.61-14		FY12 TRAILS GRANT MATCH	3,193.87	36,130	21,205.77		1,059,757	760,441.27	
015-705-555.61-20		WESTSIDE DRIVE REPAIR PROJ	4,933.27	40,000	5,952.74		1,165,318	1,116,525.74	
020-017-537.20-21		AUDIT FEES (PRORATED)	69.20	13,844	1,841.53-	Y	350,764	148,642.55	
020-017-537.30-15		OFFICE SPACE RENT	1,225.00	14,700	6,125.00		350,764	148,642.55	
020-017-537.30-31		PHONE & TELECOMMUNICATION	62.53	1,200	504.15		350,764	148,642.55	
020-017-537.30-36		CONSULTING FEES	17.50	10,000	9,737.50		350,764	148,642.55	
020-017-537.30-38		PUBLICATIONS & ADVERTISING	980.00	10,000	5,925.11		350,764	148,642.55	
020-017-537.50-50		PHOTOCOPIES	160.00	2,500	1,347.20		350,764	148,642.55	
020-017-537.50-52		FUEL	49.15	1,500	876.62		350,764	148,642.55	
020-017-537.50-57		MEMBERSHIPS	820.00	4,000	565.00		350,764	148,642.55	
020-017-537.50-62		JANITORIAL SERVICES	30.00	360	30.00		350,764	148,642.55	
020-017-537.50-69		EQUIPMENT MAINTENANCE	91.24	500	408.76		350,764	148,642.55	
020-017-537.70-72		TRAINING & TRAVEL	168.90	6,000	3,580.83		350,764	148,642.55	
020-067-596.66-11		CMP - CDBG LOAN PMT. EXP.	1,250.00	15,000	5,000.00		1,476,612	1,303,599.03	
020-067-596.66-12		BL - CDBG LOAN PMT. EXP.	2,083.34	25,000	8,333.28		1,476,612	1,303,599.03	
020-067-596.66-13		CG - CDBG LOAN PMT. EXP.	1,666.67	20,000	6,666.64		1,476,612	1,303,599.03	
020-067-596.66-15		EB - CDBG LOAN PMT. EXP.	354.17	4,250	1,416.64		1,476,612	1,303,599.03	
020-067-596.66-17		ES - CDBG LOAN PMT. EXP.	1,666.48	20,000	6,668.16		1,476,612	1,303,599.03	
020-067-596.68-01		CG LAND ACQUISITION COSTS	4,815.21	57,783	19,261.32		1,476,612	1,303,599.03	
020-067-596.70-61		E.D. PROMOTION ACTIVITIES	1,045.00	52,804	44,542.99		1,476,612	1,303,599.03	
101-007-527.20-21		PRORATED AUDIT FEES	7.12	1,421	192.57-	Y	883,153	417,800.93	
101-007-527.30-31		PHONE & TELECOMMUNICATION	3,528.94	35,010	10,393.07		883,153	417,800.93	
101-007-527.30-33		UTILITIES	56.61	1,100	637.92		883,153	417,800.93	
101-007-527.30-53		COMMUNICATION SERVICE FEES	1,790.36	32,096	3,959.16		883,153	417,800.93	
101-007-527.50-51		OFFICE SUPPLIES EXPENSE	587.56	2,500	1,073.10		883,153	417,800.93	
101-007-527.50-54		UNIFORM EXPENSE	185.84	7,000	6,500.00		883,153	417,800.93	
206-065-503.20-21		PRORATED AUDIT FEES	9.44	1,819	320.34-	Y	1,109,392	639,424.62	
206-065-503.30-31		PHONE & TELECOMMUNICATION	267.45	2,500	641.03		1,109,392	639,424.62	

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	-----LINE ITEM-----		-----GROUP BUDGET-----	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	206-065-503.30-33	UTILITIES	1,316.56	24,000	10,931.34	1,109,392	639,424.62
	206-065-503.30-48	JANITORIAL SERVICES	289.33	3,500	28.00	1,109,392	639,424.62
	206-065-503.30-55	AWOS TELECOM & MAINT CONTR	495.00	6,000	2,020.00	1,109,392	639,424.62
	206-065-503.30-66	OPERATOR'S SHARE IN SALES	10,043.05	80,000	0.00	1,109,392	639,424.62
	206-065-503.50-52	FUEL FOR SERVICE TRUCK	50.07	2,000	1,235.70	1,109,392	639,424.62
	206-065-503.50-69	EQUIPMENT & GROUNDS MAINT.	4,582.52	11,480	1,177.69	1,109,392	639,424.62
	206-065-503.70-84	CREDIT CARD EXPENSE	40.00	15,000	7,507.86	1,109,392	639,424.62
	206-065-503.70-86	JET FUEL PURCHASES	12,909.91	400,000	264,904.73	1,109,392	639,424.62
	206-065-503.70-87	AVIATION GASOLINE PURCHASE	19,521.13	150,000	76,429.68	1,109,392	639,424.62
	210-000-101.06-03	2009A PRIN. ACT- FBI 1010	20,000.00				
	210-000-101.06-04	2009A INT. ACT- FBI 10106	17,596.04				
	210-000-101.06-09	2009B PRIN. ACT- FBI 10115	6,666.67				
	210-000-101.06-10	2009B INT. ACT- FBI 10116	6,061.30				
	210-000-101.06-12	2010 DCUA PRINCIPAL ACT101	20,000.00				
	210-000-101.06-13	2010 DCUA INTREST ACT FBI1	16,325.02				
	210-000-101.23-03	2012A PRIN. ACT- FBI 10173	72,500.00				
	210-000-101.23-04	2012A INT. ACT.- FBI 10174	10,878.54				
	210-000-101.24-03	2013 PRIN. ACT- FBI 10193	37,500.00				
	210-000-101.24-04	2013 INT. ACT. FBI 10194	4,918.25				
	210-046-528.90-95	INTEREST EXPENSE	14,760.88	176,196	57,173.55	432,029	143,839.90
	210-046-528.90-96	PRINCIPAL PYMTS 2007 US ST	20,833.33	253,333	86,666.35	432,029	143,839.90
	215-078-528.20-21	PRORATED AUDIT FEES	19.28	3,859	510.33-	Y 2,764,216	1,965,802.50
	315-015-571.50-56	BOOKS, TAPES, VIDEOS	397.00	4,000	1,537.09	51,768	49,305.09
	405-024-565.30-31	PHONE & TELECOMMUNICATION	25.77	500	317.00	110,203	46,037.48
	405-024-565.50-52	FUEL	38.13	0	376.65-	Y 110,203	46,037.48
	405-024-565.50-54	UNIFORMS	110.00	400	146.12	110,203	46,037.48
	405-025-550.30-32	FREIGHT & POSTAGE	3,321.07	40,000	16,543.07	309,323	92,774.69
	405-025-550.30-33	UTILITY BILLING SERVICES	1,667.82	25,000	10,869.72	309,323	92,774.69
	405-025-550.30-58	BAD DEBT COLLECTION FEES	552.36	10,000	3,154.47	309,323	92,774.69
	405-025-550.70-72	TRAINING & TRAVEL	1,394.53	1,000	2,166.81-	Y 309,323	92,774.69
	405-026-551.30-31	PHONE & TELECOMMUNICATION	473.46	12,000	8,720.11	1,005,540	523,155.90
	405-026-551.50-52	FUEL	1,261.33	32,000	19,540.61	1,005,540	523,155.90
	405-026-551.50-54	UNIFORMS	278.72	5,500	2,633.94	1,005,540	523,155.90
	405-026-551.50-61	MINOR TOOLS AND EQUIPMENT	650.00	7,500	5,295.39	1,005,540	523,155.90
	405-026-551.50-62	JANITORAL SUPPLIES	69.80	750	279.56	1,005,540	523,155.90
	405-026-551.50-63	VEHICLE MAINTENANCE	1,336.41	30,000	5,531.32	1,005,540	523,155.90
	405-026-551.50-65	CONCRETE AND AGGREGATE	101.00	15,000	11,911.53	1,005,540	523,155.90
	405-026-551.50-69	OTHER EQUIP PARTS & MAINT	74.32	20,776	12,927.38	1,005,540	523,155.90
	405-026-551.50-70	LIFT STATIONS MAINT. & REP	2,370.00	15,000	5,241.02-	Y 1,005,540	523,155.90
	405-026-551.50-76	WATER MAIN MAINT & REPAIR	248.77	55,000	34,492.25	1,005,540	523,155.90
	405-026-551.50-77	SEWER MAIN MAINT & REPAIR	1,904.35	29,000	9,771.17	1,005,540	523,155.90
	405-026-551.50-78	HYDRANT MAINT & REPAIR	77.20	25,000	24,922.80	1,005,540	523,155.90
	405-026-551.50-79	METER MAINT & REPAIR	3,083.01	200,000	170,270.39	1,005,540	523,155.90
	405-027-552.30-31	PHONE & TELECOMMUNICATION	316.73	2,000	391.93	1,023,834	369,394.15
	405-027-552.30-32	FREIGHT & POSTAGE	234.59	3,000	2,039.71	1,023,834	369,394.15

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	405-027-552.30-33	UTILITIES	13,255.16	240,000	115,119.68	1,023,834	369,394.15
	405-027-552.50-51	OFFICE SUPPLIES	63.66	1,200	802.25	1,023,834	369,394.15
	405-027-552.50-52	FUEL	145.34	7,200	5,764.35	1,023,834	369,394.15
	405-027-552.50-53	CHEMICALS, DRUGS, AND LAB	22,122.61	260,000	4,672.43- Y	1,023,834	369,394.15
	405-027-552.50-54	UNIFORMS	251.32	4,000	986.94	1,023,834	369,394.15
	405-027-552.50-58	BUILDING AND MAINTENANCE	509.86	25,000	17,326.31	1,023,834	369,394.15
	405-027-552.50-61	MINOR TOOLS AND EQUIPMENT	42.54	6,000	5,152.66	1,023,834	369,394.15
	405-027-552.50-69	OTHER EQUIP PARTS & MAINT	354.24	50,000	35,863.16	1,023,834	369,394.15
	405-028-553.30-31	PHONE & TELECOMMUNICATION	136.74	7,500	6,316.75	833,114	380,653.02
	405-028-553.30-33	UTILITIES	12,284.71	175,000	85,798.28	833,114	380,653.02
	405-028-553.30-36	SLUDGE DISPOSAL	4,500.00	90,000	0.00	833,114	380,653.02
	405-028-553.50-51	OFFICE SUPPLIES	278.94	2,100	1,341.56	833,114	380,653.02
	405-028-553.50-52	FUEL	113.97	4,400	3,261.68	833,114	380,653.02
	405-028-553.50-53	CHEMICALS, DRUGS, AND LAB	1,203.00	65,000	44,679.60	833,114	380,653.02
	405-028-553.50-54	UNIFORMS	256.88	4,500	2,414.93	833,114	380,653.02
	405-028-553.50-58	BUILDING AND MAINTENANCE	158.00	7,000	5,895.99	833,114	380,653.02
	405-028-553.50-61	MINOR TOOLS AND EQUIPMENT	83.94	4,500	3,758.76	833,114	380,653.02
	405-028-553.50-62	JANITORIAL SUPPLIES	49.90	1,000	926.15	833,114	380,653.02
	405-028-553.50-69	OTHER EQUIP PARTS & MAINT	3,702.15	75,000	46,555.42	833,114	380,653.02
	405-028-553.50-76	BIO-MONITORING	1,525.00	7,000	3,950.00	833,114	380,653.02
	405-029-554.30-31	PHONE & TELECOMMUNICATION	15.00	1,000	896.67	1,376,301	426,794.47
	405-029-554.30-44	SOLID WASTE DISPOSAL FEES	42,307.55	360,000	0.00	1,376,301	426,794.47
	405-029-554.50-51	OFFICE SUPPLIES	29.00	1,000	471.72	1,376,301	426,794.47
	405-029-554.50-52	FUEL	3,935.91	85,000	46,027.99	1,376,301	426,794.47
	405-029-554.50-54	UNIFORMS	475.12	8,000	1,448.84	1,376,301	426,794.47
	405-029-554.50-58	BUILDING AND MAINTENANCE	75.32	6,000	5,256.83	1,376,301	426,794.47
	405-029-554.50-61	MINOR TOOLS AND EQUIPMENT	28.98	3,000	1,680.50	1,376,301	426,794.47
	405-029-554.50-63	VEHICLE MAINTENANCE	4,999.80	65,000	474.66- Y	1,376,301	426,794.47
	405-029-554.50-79	DUMPSTERS	475.00	30,000	23,821.00	1,376,301	426,794.47
	405-029-554.50-82	COMPACTORS	41.40	20,000	14,881.70	1,376,301	426,794.47
	405-029-554.50-83	POLYCARTS	2,015.80	40,000	17,214.56	1,376,301	426,794.47
	405-029-554.70-74	SAFETY EQUIPMENT	198.16	4,000	2,301.84	1,376,301	426,794.47
	405-030-555.20-21	PRORATED AUDIT FEES	137.52	27,501	3,664.47- Y	6,512,847	4,271,265.54
	405-030-555.30-10	RURAL WATER COLLECTION FEE	393.01	5,000	0.00	6,512,847	4,271,265.54
	405-030-555.30-48	JANITORIAL SERVICES CONTRA	35.82	6,500	6,070.13	6,512,847	4,271,265.54
	405-030-555.70-77	A & G MISCELLANEOUS	14,308.18	5,000	9,308.18- Y	6,512,847	4,271,265.54
	405-030-555.70-97	WATER & WASTEWATER PERMIT	526.45	23,000	21,930.25	6,512,847	4,271,265.54
	405-031-552.30-33	UTILITIES	695.34	9,000	3,226.25	38,200	20,299.10
	405-031-552.30-51	CONTRACT LABOR	1,466.85	18,000	7,652.05	38,200	20,299.10
	405-031-552.50-52	FUEL	292.15	2,200	1,065.82	38,200	20,299.10
	405-049-554.30-31	PHONE & TELECOMMUNICATION	0.00	300	300.00	486,491	215,849.99
	405-049-554.30-33	UTILITIES	191.37	900	288.46- Y	486,491	215,849.99
	405-049-554.50-49	COMPUTER SOFTWARE & ACCES.	200.00	1,000	200.00	486,491	215,849.99
	405-049-554.50-52	FUEL	4,883.24	110,000	67,791.64	486,491	215,849.99
	405-049-554.50-54	UNIFORMS	256.17	4,000	725.49	486,491	215,849.99

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	405-049-554.50-58	BUILDING AND MAINTENANCE	17.27	6,000	773.85	486,491	215,849.99
	405-049-554.70-59	LANDFILL EQUIP. REPAIR	2,562.62	70,000	31,923.48	486,491	215,849.99
	405-049-554.70-72	TRAINING & TRAVEL	90.00	500	410.00	486,491	215,849.99
	405-049-554.70-74	SAFETY EQUIPMENT	39.00	2,000	894.15	486,491	215,849.99
	500-010-534.55-01	CONCESSION PRODUCT INVENTO	248.40	29,000	18,220.09	125,875	66,942.04
	500-011-535.20-21	PRORATED AUDIT FEES	4.64	926	122.48- Y	424,873	213,966.32
	500-011-535.30-31	PHONE & TELECOMMUNICATIONS	228.35	3,000	1,411.78	424,873	213,966.32
	500-011-535.30-33	UTILITIES EXPENSE	956.55	15,000	6,707.42	424,873	213,966.32
	500-011-535.50-52	FUEL	33.99	12,000	10,549.88	424,873	213,966.32
	500-011-535.50-54	UNIFORMS	143.04	1,500	250.00	424,873	213,966.32
	500-011-535.50-58	BUILDING & GROUNDS MAINTEN	65.00	27,000	13,240.22	424,873	213,966.32
	500-011-535.50-61	MINOR TOOLS & EQUIP.	53.07	3,500	2,045.92	424,873	213,966.32
	500-011-535.50-69	OTHER EQUIP PARTS & MAINT	789.72	5,000	3,799.11	424,873	213,966.32
	610-050-572.30-31	PHONE & TELECOMMUNICATION	11.18	200	122.97	171,266	20,881.90
	610-050-572.30-33	UTILITIES	403.05	3,000	1,092.26	171,266	20,881.90
	610-050-572.50-52	FUEL	200.49	1,000	980.44- Y	171,266	20,881.90
	610-050-572.50-61	MINOR TOOLS AND EQUIPMENT	83.00	3,500	2,807.24	171,266	20,881.90
	610-050-572.50-69	OTHER EQUIP PARTS & MAINT	35.84	2,500	1,268.14	171,266	20,881.90
	615-050-572.60-54	FENCE REPAIR	800.00	6,000	3,909.28- Y	171,153	159,549.00

** 2015-2016 YEAR TOTALS **

770,613.09

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
001-001	CITY ADMINISTRATION	2,684.09
001-002	CITY CLERK DEPARTMENT	711.23
001-003	CITY TREASURER DEPT.	2,047.89
001-004	LEGAL SERVICES-ATTORNEY	4,902.00
001-005	POLICE - LAW ENFORCEMENT	19,927.06
001-006	POLICE - ANIMAL CONTROL	384.30
001-008	FIRE DEPARTMENT	11,346.20
001-009	PARKS, REC. & GEN. SVCS.	7,652.32
001-012	CITY SWIMMING POOL	244.25
001-013	MUNICIPAL COURT	758.50
001-014	COMMUNITY DEVELOPMENT	415.13
001-015	PUBLIC LIBRARY	6,989.83
001-016	STREET DEPARTMENT	9,135.66
001-018	CIVIL EMERGENCY MGMT.	6,330.84
001-019	GENERAL GOVERNMENT	46,202.66
001-021	CITY GARAGE	3,693.44

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
001-023	SENIOR CITIZENS CENTER	872.13

001 TOTAL	GENERAL FUND	124,297.53

004-037	WHEELER FEDERAL BUILDING	0.00

004 TOTAL	FED BLDG ENTERPRISE FUND	0.00

005-066	EMPLOYEE HEALTH INS.	35,960.99

005 TOTAL	EMPLOYEE INSURANCE FUND	35,960.99

010-020	INFO. TECH. SERVICE DEPT.	9,684.74

010 TOTAL	INFO. TECH. SERVICE FUND	9,684.74

012-090	WORKERS' COMPENSATION	11,497.00

012 TOTAL	RISK MANAGEMENT FUND	11,497.00

015-018	CIVIL EMERGENCY MGMT.	4,306.50
015-019	GENERAL GOVERNMENT	64,478.03
015-026	WATER/SEWER LINE MAINT.	18,924.05
015-049	DISPOSAL - SOLID WASTE	1,200.00
015-065	EAKER FIELD AIRPORT	2,024.55
015-405	2007 U.S.S.T.R.NOTE DISB.	4,045.29
015-605	2010 U.S.S.T.R.N. EXPENSE	3,193.87
015-705	2012A USSTRN EXPENSE	4,933.27

015 TOTAL	CAPITAL IMPROVEMENTS FUND	103,105.56

020-017	ECON. DEV. ADMINISTRATION	3,673.52
020-067	INDUSTRIAL PROJECTS	12,880.87

020 TOTAL	DURANT INDUSTRIAL AUTH.	16,554.39

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-007	911 COMMUNICATIONS CTR.	6,156.43

101 TOTAL	SPECIAL 911 TAX FUND	6,156.43
206-065	EAKER FIELD	49,524.46

206 TOTAL	DURANT AIRPORT AUTHORITY	49,524.46
210	NON-DEPARTMENTAL	212,445.82
210-046	DCUA 2007 MISC NOTE	35,594.21

210 TOTAL	U A BONDS SINKING FUND	248,040.03
215-078	GEN. GOVT. & DEBT SERVICE	19.28

215 TOTAL	D.C.F.A. REVENUE FUND	19.28
315-015	R.L.WILLIAMS LIBRARY	397.00

315 TOTAL	R.L.WILLIAMS LIBRARY FUND	397.00
405-024	PUBLIC WORKS ADMIN.	173.90
405-025	UTILITY BILLING	6,935.78
405-026	WATER/SEWER LINE MAINT.	11,928.37
405-027	WATER TREATMENT PLANT	37,296.05
405-028	WWTP	24,293.23
405-029	COLLECTION - SOLID WASTE	54,597.04
405-030	UTILITY GENERAL ADMIN.	15,400.98
405-031	"LAKE DURANT"	2,454.34
405-049	DISPOSAL - SOLID WASTE	8,239.67

405 TOTAL	DURANT UTILITIES AUTH.	161,319.36
500-010	RECREATIONAL MARKETING	248.40
500-011	DURANT MULTI-SPORTS CMLPX	2,274.36

500 TOTAL	MULTI-SPORTS COMPLEX	2,522.76

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
610-050	HIGHLAND CEMETERY	733.56

610 TOTAL	CEMETERY OPERATIONS FUND	733.56
615-050	HIGHLAND CEMETERY	800.00

615 TOTAL	CEMETERY CARE FUND	800.00

** TOTAL **		770,613.09

NO ERRORS

** END OF REPORT **

1/14/2016 3:48 PM	REGULAR DEPARTMENT PAYMENT REGISTER	PAGE: 1
PACKET: 07827 MANUAL 01/15/16		
VENDOR SET: 01		
FUND : 001 GENERAL FUND		
DEPARTMENT: 018 CIVIL EMERGENCY MGMT.		BANK: 601
BUDGET TO USE: CB-CURRENT BUDGET		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-004530	AMERICAN SIGNAL CORP					
		I-121544-LL	001-018-519.50-70	NEW SIREN MAI CONTROL BOX FOR STORM SIREN	162388	1,335.95
				DEPARTMENT 018 CIVIL EMERGENCY MGMT.	TOTAL:	1,335.95

			FUND	001 GENERAL FUND	TOTAL:	1,335.95
					REPORT GRAND TOTAL:	1,335.95

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2015-2016	001-018-519.50-70	NEW SIREN MAINT	1,335.95	8,000	2,285.85	289,283	151,151.86
** 2015-2016 YEAR TOTALS **			1,335.95				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
001-018	CIVIL EMERGENCY MGMT.	1,335.95

001 TOTAL	GENERAL FUND	1,335.95

** TOTAL **		1,335.95

NO ERRORS

** END OF REPORT **

1/07/2016 2:51 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 07822 MANUAL 01/08/16

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 008 FIRE DEPARTMENT

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-005430	VERIZON WIRELESS					
		I-01/2016-542025457	001-008-522.30-31	PHONE & TELECOM CELL PHONE 4 FIRE TRUCKS	162386	100.00
DEPARTMENT 008 FIRE DEPARTMENT						TOTAL: 100.00

1/07/2016 2:51 PM	REGULAR DEPARTMENT PAYMENT REGISTER	PAGE: 2
PACKET: 07822 MANUAL 01/08/16		
VENDOR SET: 01		
FUND : 001 GENERAL FUND		
DEPARTMENT: 009 PARKS, REC. & GEN. SVCS.		BANK: 601
BUDGET TO USE: CB-CURRENT BUDGET		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-004650	CONTINUUM	RETAIL ENERG				
		I-01/2016-10040812	001-009-532.30-33	UTILITIES CONTINUUM GAS P/W (PARKS)	162384	1,054.90
DEPARTMENT 009 PARKS, REC. & GEN. SVCS. TOTAL:						1,054.90

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

PACKET: 07822 MANUAL 01/08/16

VENDOR SET: 01

FUND : 001 GENERAL FUND

DEPARTMENT: 018 CIVIL EMERGENCY MGMT.

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-005430	VERIZON WIRELESS					
		I-01/2016-02 015817	001-018-519.30-31	PHONE & TELEC DATA PLAN EM NEW TRAILER	162386	31.21
DEPARTMENT 018 CIVIL EMERGENCY MGMT. TOTAL:						31.21

FUND	001	GENERAL FUND	TOTAL:	1,186.11		

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

PACKET: 07822 MANUAL 01/08/16

VENDOR SET: 01

FUND : 010 INFO. TECH. SERVICE FUND

DEPARTMENT: 020 INFO. TECH. SERVICE DEPT.

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-005430	VERIZON WIRELESS					
		I-01/2016-5457 0003	010-020-560.30-40	INTERNET SERV IT DATA PLAN/TABLETS	162386	320.08
DEPARTMENT 020 INFO. TECH. SERVICE DEPT. TOTAL:						320.08

FUND	010	INFO. TECH. SERVICE FUND TOTAL:				320.08

1/07/2016 2:51 PM	REGULAR DEPARTMENT PAYMENT REGISTER	PAGE: 5
PACKET: 07822 MANUAL 01/08/16		
VENDOR SET: 01		
FUND : 101 SPECIAL 911 TAX FUND		
DEPARTMENT: 007 911 COMMUNICATIONS CTR.		BANK: 601
BUDGET TO USE: CB-CURRENT BUDGET		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-005430	VERIZON WIRELESS					
		I-01/2016-5457-0002	101-007-527.30-53	COMMUNICATION PD AIR CARDS	162386	1,440.36
DEPARTMENT 007 911 COMMUNICATIONS CTR. TOTAL:						1,440.36
FUND 101 SPECIAL 911 TAX FUND TOTAL:						1,440.36

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

PACKET: 07822 MANUAL 01/08/16

VENDOR SET: 01

FUND : 405 DURANT UTILITIES AUTH.

DEPARTMENT: 027 WATER TREATMENT PLANT

BANK: 601

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-005430	VERIZON WIRELESS					
		I-01/2016-242015817	405-027-552.30-31	PHONE & TELECOM BLUE RIVER/ARMSTRONG DATA PLAN 162386		122.92
DEPARTMENT 027 WATER TREATMENT PLANT TOTAL:						122.92

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

PACKET: 07822 MANUAL 01/08/16

VENDOR SET: 01

FUND : 405 DURANT UTILITIES AUTH.

DEPARTMENT: 030 UTILITY GENERAL ADMIN.

BUDGET TO USE: CB-CURRENT BUDGET

BANK: 601

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000493	OK DEPT OF ENVIRONMENTA					
		I-61013010	405-030-555.70-18	OKLA SOLID WA 2015 4TH QUARTER DEQ REPORT	162385	3,075.37
				DEPARTMENT 030 UTILITY GENERAL ADMIN.	TOTAL:	3,075.37

			FUND	405 DURANT UTILITIES AUTH.	TOTAL:	4,465.66
					REPORT GRAND TOTAL:	7,412.21

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2015-2016	001-008-522.30-31	PHONE & TELECOMMUNICATION	100.00	6,000	2,866.45	3,027,927	1,485,218.93
	001-009-532.30-33	UTILITIES	1,054.90	22,500	11,359.99	728,321	360,563.13
	001-018-519.30-31	PHONE & TELECOMMUNICATION	31.21	6,000	1,808.60	289,283	159,250.63
	010-020-560.30-40	INTERNET SERVICE / GMAIL	320.08	16,692	8,347.51	471,491	162,261.54
	101-007-527.30-53	COMMUNICATION SERVICE FEES	1,440.36	32,096	5,399.52	883,153	475,097.90
	405-027-552.30-31	PHONE & TELECOMMUNICATION	122.92	2,000	708.66	1,023,834	419,083.28
	405-028-553.30-33	UTILITIES	1,267.37	175,000	98,082.99	833,114	440,736.62
	405-030-555.70-18	OKLA SOLID WASTE DISPOSAL	3,075.37	18,500	5,922.17	6,512,847	4,628,371.11
** 2015-2016 YEAR TOTALS **			7,412.21				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
001-008	FIRE DEPARTMENT	100.00
001-009	PARKS, REC. & GEN. SVCS.	1,054.90
001-018	CIVIL EMERGENCY MGMT.	31.21

001 TOTAL	GENERAL FUND	1,186.11
010-020	INFO. TECH. SERVICE DEPT.	320.08

010 TOTAL	INFO. TECH. SERVICE FUND	320.08
101-007	911 COMMUNICATIONS CTR.	1,440.36

101 TOTAL	SPECIAL 911 TAX FUND	1,440.36
405-027	WATER TREATMENT PLANT	122.92
405-028	WWTP	1,267.37
405-030	UTILITY GENERAL ADMIN.	3,075.37

405 TOTAL	DURANT UTILITIES AUTH.	4,465.66

** TOTAL **		7,412.21

NO ERRORS

** END OF REPORT **

PAYROLL CLAIMS SUMMARY
AS OF: JANUARY 31ST, 2016

001-GENERAL FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
SALARIES AND BENEFITS						
CITY ADMINISTRATION	535,878.00	35,176.74	293,953.17	54.85	0.00	241,924.83
CITY CLERK	179,283.00	7,949.72	84,609.31	47.19	0.00	94,673.69
CITY TREASURER	176,181.00	13,598.09	106,797.53	60.62	0.00	69,383.47
LEGAL SERVICES-ATTORNEY	41,737.00	3,030.78	24,503.44	58.71	0.00	17,233.56
LAW ENFORCEMENT (PD)	3,771,623.00	293,417.62	2,200,653.92	58.36	402.08	1,570,567.00
ANIMAL CONTROL (PD)	83,641.00	6,235.81	49,839.84	59.59	0.00	33,801.16
FINANCE DEPARTMENT	0.00	2,208.41	5,466.57	0.00	0.00	(5,466.57)
FIRE DEPARTMENT	2,740,117.00	208,536.35	1,653,810.10	60.36	0.00	1,086,306.90
PARKS, REC. & GEN. SVCS.	557,380.00	40,074.06	284,064.94	50.96	0.00	273,315.06
SWIMMING POOL	67,879.00	0.00	38,072.54	56.09	0.00	29,806.46
MUNICIPAL COURT	87,425.00	6,224.77	50,409.62	57.66	0.00	37,015.38
COMMUNITY DEVELOPMENT	346,808.00	27,302.63	207,443.33	59.82	0.00	139,364.57
PUBLIC LIBRARY	428,974.00	27,357.20	235,003.17	54.78	0.00	193,970.83
STREET DEPARTMENT	614,420.00	46,655.98	367,079.34	59.74	0.00	247,340.66
CIVIL EMERGENCY MGMT.	197,699.00	15,030.40	116,050.01	58.70	0.00	81,648.99
GENERAL GOVERNMENT	200,000.00	0.00	0.00	0.00	0.00	200,000.00
CITY GARAGE	214,970.00	16,193.29	121,781.89	56.65	0.00	93,188.11
TOTAL SALARIES AND BENEFITS	10,244,015.00	748,991.85	5,839,538.82	57.01	402.08	4,404,074.10

PAYROLL CLAIMS SUMMARY
AS OF: JANUARY 31ST, 2016

010-INFO. TECH. SERVICE FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
SALARIES AND BENEFITS						
INFO. TECH. SERVICE FUND	158,919.00	13,085.19	101,487.04	63.86	0.00	57,431.96
TOTAL SALARIES AND BENEFITS	158,919.00	13,085.19	101,487.04	63.86	0.00	57,431.96

PAYROLL CLAIMS SUMMARY
AS OF: JANUARY 31ST, 2016

020-DURANT INDUSTRIAL AUTH.

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
SALARIES AND BENEFITS						
ECON. DEV. ADMIN.	230,459.00	19,304.19	136,173.87	59.09	0.00	94,285.13
TOTAL SALARIES AND BENEFITS	230,459.00	19,304.19	136,173.87	59.09	0.00	94,285.13

PAYROLL CLAIMS SUMMARY
AS OF: JANUARY 31ST, 2016

101-SPECIAL 911 TAX FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

SALARIES AND BENEFITS						
PD COMM CENTER	702,426.00	47,382.23	379,354.89	54.01	0.00	323,071.11

TOTAL SALARIES AND BENEFITS	702,426.00	47,382.23	379,354.89	54.01	0.00	323,071.11

PAYROLL CLAIMS SUMMARY
AS OF: JANUARY 31ST, 2016

500-MULTI-SPORTS COMPLEX

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

SALARIES AND BENEFITS						
RECREATIONAL MARKETING	69,875.00	3,782.24	37,578.46	53.78	0.00	32,296.54
DURANT MULTI-SPORT COMP	269,179.00	19,921.04	158,493.88	58.88	0.00	110,685.12
TOTAL SALARIES AND BENEFITS	339,054.00	23,703.28	196,072.34	57.83	0.00	142,981.66

PAYROLL CLAIMS SUMMARY
AS OF: JANUARY 31ST, 2016

610-CEMETERY OPERATIONS FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

SALARIES AND BENEFITS						
HIGHLAND CEMETERY	21,166.00	2,200.16	43,830.89	207.08	0.00	(22,664.89)

TOTAL SALARIES AND BENEFITS	21,166.00	2,200.16	43,830.89	207.08	0.00	(22,664.89)



The City of Durant

Office of City Clerk

Memorandum

Date: 1/25/2016
To: Mayor and City Council
From: Cynthia J. Price, City Clerk
Re: Consider Recommendation from Oklahoma Municipal Assurance Group (OMAG) Regarding Blackburn Plumbing Tort Claim and Take Possible Action

The City of Durant leases portable toilets from Blackburn Plumbing. During the winter months the pipes in the restrooms will freeze, therefore they are winterized and the use of portable toilets is warranted. On December 19, 2015, two portable toilets leased from Blackburn Plumbing and located at Dixon Durant Park were vandalized and set on fire. The fire reached the city restroom facility which also sustained damage. The identity of the suspects is unknown. Blackburn Plumbing submitted an invoice to the City of Durant in the amount of \$1,430.00 (see attached). I consulted with the Oklahoma Municipal Assurance Group which stated the proper procedure would be for Blackburn Plumbing to submit a tort claim. I advised Blackburn Plumbing accordingly. Blackburn Plumbing then filed a tort claim in the amount of \$2,955.26 (see attached). I received a letter dated January 20, 2016 from the Oklahoma Municipal Assurance Group recommending denial of this tort claim (see attached). A second letter also dated January 20, 2016 was sent to Blackburn Plumbing from the Oklahoma Municipal Assurance Group recommending denial of this claim (see attached).

Council Information / Action Requested

City Council - Make final determination on claim (e.g., approve, deny or settle).

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

City Clerk - Notify claimant by certified mail, return receipt requested, of Durant City Council determination on tort claim.

City Clerk - Notify Oklahoma Municipal Assurance Group of Durant City Council determination on tort claim.

ATTACHMENTS:

Description	Type	Upload Date
Notice of Tort Claim	Exhibit	1/25/2016
Letter from OMAG to City of Durant	Exhibit	1/25/2016
Letter fro OMAG to Blackburn Plumbing	Exhibit	1/25/2016

Fire Department Report	Exhibit	1/25/2016
Police Department Report	Exhibit	1/25/2016
Blackburn Plumbing Invoice	Exhibit	1/25/2016
Picture of Crime Scene	Exhibit	1/25/2016

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG) – MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the City of Durant
Public entity you are filing the claim against.

PLEASE PRINT OR TYPE AND SIGN

IMPORTANT NOTICE: This notice will be sent to OMAG Claims Dept. for investigation. You may expect them to contact you.

CLAIMANT(S) Blackburn Plumbing LLC CLAIMANT(S) SOCIAL SECURITY NO. _____
ADDRESS 4912 SE 3rd Ave CLAIMANT(S) DATE OF BIRTH _____ Circle: M F
Durant, OK 74701 PHONE: HOME () _____ BUS. (361) 775-1779

1. DATE AND TIME OF INCIDENT _____ (Exact Date Required) () a.m. () p.m. (Continue on another sheet if needed for any information requested)
2. LOCATION OF INCIDENT Pocket Park
3. DESCRIBE INCIDENT 2 portables burned to the ground

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES ___ NO ___ If yes, complete this section

Describe injury _____

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES ___ NO ___ If so, please provide Employer info.

Employer's Name _____

Address _____

Phone _____

ALL MEDICAL BILLS (attach copies) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

MEDICARE/MEDICAID/SOCIAL SECURITY DISABILITY:

Is there any Social Security Disability involvement ___ Yes ___ No

Has any medical bill been paid or will be paid by Medicare/Medicaid? ___ Yes ___ No. If so, list Medicare/Medicaid Number.

Medicare/Medicaid Number _____

If the City is responsible for such bills, the City must report any settlement to Medicare/Medicaid.

I understand that the information requested is to assist the requesting insurance information arrangement to accurately coordinate benefits with Medicare/Medicaid and to meet its mandatory reporting obligation under Medicare Secondary Payer Act 42 U.S.C§1395y.

Medicare/Medicaid Beneficiary Name (please print) _____

Medicare/Medicaid Beneficiary Name Signature _____

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.

VEHICLE YEAR _____ MAKE _____ MODEL _____

NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS _____

PROPERTY DAMAGE (Attach repair bills or estimates if available) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

5. NAME OF YOUR INSURANCE CO. Federated Insurance POLICY NO. 9030487 AMOUNT CLAIMED \$ _____ AMOUNT RECEIVED \$ _____

6. The names of any witnesses known to you:

Name _____ Address _____ Phone Number _____

Name _____ Address _____ Phone Number _____

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.

TOTAL CLAIM.....\$ 2,955.26

D. L. Davis
SIGNATURE(S)

12/30/15
DATE

CONTINUE ON THE BACK

B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461

This Notice of Tort Claim was received by Cynthia Price

(Title) City Clerk, on December 30, 2015.

For further information on this claim contact Cynthia Price

(Title) City Clerk, by telephone at (580) 931 6641

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim are attached:

Blackburn Invoice dated 12/22/2015 - \$1,430.00

Contract w/ City of Durant and Blackburn

Pictures provided by Blackburn

Police/Fire Report from companion claim # 201434-JS

Information for City Owned Vehicle Involved: N/A

Year: _____ Make: _____ Model: _____ Last 4 Vin#: _____ Dept: _____

As a result of this incident, are there damages to the City vehicle? YES ☒ NO

If YES, please fill out an OMAG Auto Loss Notice to have it repaired.

Persons who have knowledge of the circumstances surrounding this claim are:

Name	Title/Position	Telephone
1. <u>Keach Ballard</u>	<u>Parks Superintendent</u>	<u>(580) 775-4279</u>
2. <u>Roger Joines</u>	<u>Fire Chief</u>	<u>(580) 775-0361</u>
3. <u>Jason Colvard</u>	<u>Police Officer</u>	<u>(580) 924-3737</u>
4. _____	_____	_____

Submitted by: Cynthia Price Date December 30, 2015

Title: City Clerk

AFTER THE PUBLIC ENTITY HAS RECEIVED THIS CLAIM, PLEASE PROVIDE INFORMATION REQUESTED ABOVE AND IMMEDIATELY SEND TO:

OMAG Claims Dept.
3650 S. Boulevard
Edmond, OK 73013
Phone (405) 657-1400
Fax (405) 657-1401
claimsdepartment@omag.org



Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

January 20, 2016

City of Durant
Attn: Cynthia Price
P. O. Box 578
Durant, OK 74702-0578

RE: Member : City of Durant
Claimant : Blackburn Plumbing, LLC
Date of Loss : 12/19/2015
Claim No. : 201464-BD

Dear Ms. Price:

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

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

Thus to begin the 180-day statute of limitations prior to 3/29/16, you must deny this claim in writing before 3/29/16. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial**. To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

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

Sincerely,

Brad Doublehead
Senior Claims Adjuster



Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

January 20, 2016

Blackburn Plumbing, LLC
4912 SE 3rd Ave
Durant, OK 74701

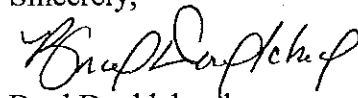
RE: Member : City of Durant
Claimant : Blackburn Plumbing, LLC
Date of Loss : 12/19/2015
Claim No. : 201464-BD

To Whom It May Concern:

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

Our investigation revealed that the damage to your property occurred as a result of vandalism and/or malicious mischief. The City of Durant did not take any action or inaction that would have created any liability. Based on this information we are recommending denial of this claim to the City of Durant.

Sincerely,


Brad Doublehead
Senior Claims Adjuster

cc: City of Durant

A		MM DD YYYY				Delete ☐		NFIRS -1 Basic
FDID * 07007		State * OK		Incident Date * 12 19 2015		Station 1		
				Incident Number * 15-0001726		Exposure * 000		
B Location*		☐ Check this box to indicate that the address for this incident is provided on the Wildland Fire Census Tract ☐ - ☐ Module In Section B "Alternative Location Specification". Use only for Wildland fires.						
☒ Street address ☐ Intersection ☐ In front of ☐ Rear of ☐ Adjacent to ☐ Directions		934 N 10th AVE Number/Milepost Prefix Street or Highway Street Type Suffix Durant OK 74701 Apt./Suite/Room City State Zip Code Cross street or directions, as applicable						
C Incident Type *		E1 Date & Times				E2 Shift & Alarms		
111 Building fire Incident Type		Midnight is 0000 Check boxes if dates are the same as Alarm ALARM always required Date: Alarm * 12 19 2015 07:08:35 Month Day Year Hr Min Sec ARRIVAL required, unless canceled or did not arrive ☒ Arrival * 12 19 2015 07:12:49 CONTROLLED Optional, Except for wildland fires ☐ Controlled LAST UNIT CLEARED, required except for wildland fires ☒ Last Unit Cleared 12 19 2015 08:09:05				Local Option A 01 Shift or Alarms District Platoon		
D Aid Given or Received *						E3 Special Studies		
1 ☐ Mutual aid received 2 ☐ Automatic aid recv. 3 ☐ Mutual aid given 4 ☐ Automatic aid given 5 ☐ Other aid given N ☒ None						Local Option Special Study ID# Special Study Value		
F Actions Taken *		G1 Resources *		G2 Estimated Dollar Losses & Values				
11 Extinguishment by fire Primary Action Taken (1) 86 Investigate Additional Action Taken (2) Additional Action Taken (3)		☐ Check this box and skip this section if an Apparatus or Personnel form is used. Apparatus Personnel Suppression 0003 0006 EMS Other ☐ Check box if resource counts include aid received resources.		LOSSES: Required for all fires if known. Optional for non fires. None Property \$ 004 000 Contents \$ 000 000 ☒ PRE-INCIDENT VALUE: Optional Property \$ 004 000 Contents \$ 000 000				
Completed Modules		H1* Casualties		H3 Hazardous Materials Release			I Mixed Use Property	
☒ Fire-2 ☒ Structure-3 ☐ Civil Fire Cas.-4 ☐ Fire Serv. Cas.-5 ☐ EMS-6 ☐ HazMat-7 ☐ Wildland Fire-8 ☒ Apparatus-9 ☒ Personnel-10 ☐ Arson-11		☒ None Deaths Injuries Fire Service Civilian H2 Detector Required for Confined Fires. 1 ☐ Detector alerted occupants 2 ☐ Detector did not alert them U ☐ Unknown		N ☐ None 1 ☐ Natural Gas: slow leak, no evacuation or HazMat actions 2 ☐ Propane gas: <21 lb. tank (as in home BBQ grill) 3 ☐ Gasoline: vehicle fuel tank or portable container 4 ☐ Kerosene: fuel burning equipment or portable storage 5 ☐ Diesel fuel/fuel oil: vehicle fuel tank or portable 6 ☐ Household solvents: home/office spill, cleanup only 7 ☐ Motor oil: from engine or portable container 8 ☐ Paint: from paint cans totaling < 55 gallons 0 ☐ Other: Special HazMat actions required or spill > 55gal., Please complete the HazMat form			NN ☐ Not Mixed 10 ☐ Assembly use 20 ☐ Education use 33 ☐ Medical use 40 ☐ Residential use 51 ☐ Row of stores 53 ☐ Enclosed mall 58 ☐ Bus. & Residential 59 ☐ Office use 60 ☐ Industrial use 63 ☐ Military use 65 ☐ Farm use 00 ☐ Other mixed use	
J Property Use*		Structures 131 ☐ Church, place of worship 161 ☐ Restaurant or cafeteria 162 ☐ Bar/Tavern or nightclub 213 ☐ Elementary school or kindergarten 215 ☐ High school or junior high 241 ☐ College, adult education 311 ☐ Care facility for the aged 331 ☐ Hospital Outside 124 ☐ Playground or park 655 ☐ Crops or orchard 669 ☐ Forest (timberland) 807 ☐ Outdoor storage area 919 ☐ Dump or sanitary landfill 931 ☐ Open land or field 341 ☐ Clinic, clinic type infirmary 342 ☐ Doctor/dentist office 361 ☐ Prison or jail, not juvenile 419 ☐ 1-or 2-family dwelling 429 ☐ Multi-family dwelling 439 ☐ Rooming/boarded house 449 ☐ Commercial hotel or motel 459 ☐ Residential, board and care 464 ☐ Dormitory/barracks 519 ☐ Food and beverage sales 539 ☐ Household goods, sales, repairs 579 ☐ Motor vehicle/boat sales/repair 571 ☐ Gas or service station 599 ☐ Business office 615 ☐ Electric generating plant 629 ☐ Laboratory/science lab 700 ☐ Manufacturing plant 819 ☐ Livestock/poultry storage (barn) 882 ☐ Non-residential parking garage 891 ☐ Warehouse 936 ☐ Vacant lot 938 ☐ Graded/care for plot of land 946 ☐ Lake, river, stream 951 ☐ Railroad right of way 960 ☐ Other street 961 ☐ Highway/divided highway 962 ☐ Residential street/driveway 981 ☐ Construction site 984 ☐ Industrial plant yard Lookup and enter a Property Use code only if you have NOT checked a Property Use box: Property Use 110 Fixed-use recreation places,						

K1 Person/Entity Involved ☐ Local Option ☐ Business name (if applicable) ☐ Area Code ☐ Phone Number

☐ Check This Box if same address as incident location. Then skip the three duplicate address lines.

Mr., Ms., Mrs. First Name ☐ MI ☐ Last Name ☐ Suffix

Number ☐ Prefix ☐ Street or Highway ☐ Street Type ☐ Suffix

Post Office Box ☐ Apt./Suite/Room ☐ City

State ☐ Zip Code ☐

☐ More people involved? Check this box and attach Supplemental Forms (NFIRS-1S) as necessary

K2 Owner ☐ Same as person involved? Then check this box and skip The rest of this section. ☐ Local Option ☐ Business name (if Applicable) ☐ Area Code ☐ Phone Number

☐ Check this box if same address as incident location. Then skip the three duplicate address lines.

Mr., Ms., Mrs. First Name ☐ MI ☐ Last Name ☐ Suffix

934 ☐ N. 10th ☐ ST ☐ Suffix

Number ☐ Prefix ☐ Street or Highway ☐ Street Type ☐ Suffix

Post Office Box ☐ Apt./Suite/Room ☐ Durant ☐ City

OK ☐ 74701 ☐ State ☐ Zip Code ☐

L Remarks

Local Option

CAD#2015-00058532.

We responded to Rocket Park on N. 10th St. for the bathroom being on fire. When we arrived we found that unknown person or persons had stuffed the two pot-a-potties sitting in front of the bathroom with leaves and set them on fire. Fire then spread to the breeze way and into the roof area of the bathroom itself. We extinguished with 1 3/4 " attack line. Building itself sustained damage to the roof and it got hot enough to crack the concrete block walls in several place around the building. Both of the port-a-potties were burned completely up. We pried both doors of the bathroom open to gain access so we could extinguish fire in the roof area. Afterward we stood by until OG&E arrived to pull electric meter to the building.

On 12/19/2015 at 07:08:35 dispatched To 934 N 10th AVE /Durant, OK 74701. The location is a Fixed-use recreation places, other. The incident was determined to be a(n) Building fire.

07:12:49 arrived on scene.

The following actions were performed on scene:

Extinguishment by fire service personnel

Investigate

Units responding were:

L Authorization

☐ 12 ☐ Lynn, Jimmy ☐ BC ☐ 12 ☐ 19 ☐ 2015

Officer in charge ID Signature Position or rank Assignment Month Day Year

Check Box if ☒ 12 ☐ Lynn, Jimmy ☐ BC ☐ 12 ☐ 19 ☐ 2015

same as Officer Member making report ID Signature Position or rank Assignment Month Day Year

in charge.

07007	OK	MM 12	DD 19	YYYY 2015	1	15-0001726	000	Complete Narrative
FDID *	State *	Incident Date *		Station	Incident Number *	Exposure *		

Narrative:

CAD#2015-00058532.

We responded to Rocket Park on N. 10th St. for the bathroom being on fire. When we arrived we found that unknown person or persons had stuffed the two pot-a-potties sitting in front of the bathroom with leaves and set them on fire. Fire then spread to the breeze way and into the roof area of the bathroom itself. We extinguished with 1 3/4 " attack line. Building itself sustained damage to the roof and it got hot enough to crack the concrete block walls in several place around the building. Both of the port-a-potties were burned completely up. We pried both doors of the bathroom open to gain access so we could extinguish fire in the roof area. Afterward we stood by until OG&E arrived to pull electric meter to the building.

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07:12:49 arrived on scene.

The following actions were performed on scene:

Extinguishment by fire service personnel
Investigate

Units responding were:

Unit BATT-1 responded.
Unit E2 responded.
Unit R-1 responded.

08:09:05 all units back in service.



Durant Police Department

3104 Carl Albert Drive
Durant OK, 74701



Case Number: 201558532

ORI #: OK0070100

Location of Occurrence **1020 N. 10TH AVE.
DURANT, OK 74701**

Day / Date / Time (Reported)
Saturday, December 19, 2015 07:08 AM

Day / Date (of Occurrence)
Saturday, December 19, 2015 06:30 AM

To: **Saturday, December 19, 2015 07:05 AM**

Case Status: **OPEN**

Follow up ?:

☐ Yes

☐ No

Copies To:

☐ Folder

☐ Detective

☐ Juv. Prob.

☐ D. A.

☐ Other: _____

Highest Ranked Crime: 1404 ARSON IN THE FOURTH DEGREE

VICTIM

1 | Organization Name
| **BLACKBURN**
| Victim of: 1: 1404 ARSON IN THE FOURTH DEGREE

2 | Organization Name
| **CITY OF DURANT**
| Victim of: 1: 1404 ARSON IN THE FOURTH DEGREE

REPORTINGPERSON

1 | Name - (Last, First, Middle)
| **UNKNOWN, MEGAN**



Durant Police Department

3104 Carl Albert Drive
Durant OK, 74701



Case Number: **201558532**

ORI #: **OK0070100**

SUSPECT				
1	Name - (Last, First, Middle)		Occupation:	Social Security #
	2015-58532, UNKNOWN			
	Address		Phone(s)	Drivers License Info. (State / # / Class)
	Age:	D. O. B.:	Hair:	Race:
			Eyes:	Sex: U
				Height:
				Weight:
Suspected Of: 1: 1404 ARSON IN THE FOURTH DEGREE				



Durant Police Department

3104 Carl Albert Drive
Durant OK, 74701



Case Number: 201558532

ORI #: OK0070100

Property						
Role: DAMAGED						
Category: MISC						
Type:						
#s	Article	Brand / Model	Serial #/NIC #	Color	Quantity	Value
 150704102204	Description: BLUE PORTA POTTIES.	Mfg.: UNK Model: PORTABLE RESTROOMS		BLUE	2	\$1,500.00

Tag #	Location					
 150704102205	Description: PARK BATHROOMS.	Model: BATHROOM BUILDING		WHITE	1	\$2,000.00

Tag #	Location					



Durant Police Department

3104 Carl Albert Drive
Durant OK, 74701



Case Number: 201558532

ORI #: OK0070100

Narrative(s)

Assigned: 12/27/2015 08:42

to officer: COLVARD, JASON W

Approved: 12/28/2015 07:14

by: JONES, BROCK

On 12-19-2015 at approximately 0712 hours I, MPO Jason Colvard, responded to 1020 N. 10th Ave. (Dixon Park) in reference to a structure fire. Dispatch advised that a female subject, who identified herself as Megan, reported that the restrooms at Dixon Park were on fire with flames showing. Dixon Park is maintained by the City of Durant. Upon my arrival I observed the restrooms engulfed in flames. A male and female subject was standing in the park watching the fire. They advised that they did not see anyone in the area after noticing the flames. The Durant Fire Department arrived a short time later and extinguished the fire. I patrolled the area in an attempt to locate a possible suspect. I attempted to contact the reporting person (Megan) by telephone at the number used to call 911, however I received no answer and was unable to leave a voicemail.

From previous calls at the park I know there used to be two portable restrooms setting in front of the restroom building. Both portable restrooms were burnt down along with the building. The restrooms are located on the southwest corner of the park with the entrance facing west. I spoke with Durant Fireman, Jimmy Lynn and he advised that someone had taken a large quantity of leaves and placed them in the portable restrooms. He believes they then lit the leaves on fire causing them to burn down along with the restroom building. Durant Fire Department advised that they did not obtain the names of the male and female at the park. They advised the male and female only saw the fire and had no information as to who may have set the fire.

The building had several cracks in the bricks, the paint on the walls was damaged and the wooden rafters were destroyed. I estimated the total loss due to the fire to be approximately \$3500.00. There is no suspect at this time. Blackburn Plumbing was the owner of the portable restrooms.



Durant Police Department

3104 Carl Albert Drive
Durant OK, 74701



Case Number: **201558532**

ORI #: **OK0070100**

To protect confidential personal information of any witness or victim in this report, this printed document including, but not limited to, an address, telephone number, driver's license or Identification Card number, social security number, date of birth, etc..., is to be destroyed when valueless.

VICTIM

1 Organization Name

BLACKBURN

Address

**2099 3 MILE RD
DURANT, OK 74701**

Phone

HOME: (580) 924-5305

2 Organization Name

CITY OF DURANT

Address

**300 W EVERGREEN ST
CITY HALL
DURANT, OK 74701**

Phone

BUSINESS: 1-(580) 931-6647

REPORTINGPERSON

3 Name - (Last, First, Middle)

UNKNOWN, MEGAN

Occupation

Social Security #

Address

Phone

HOME: 1-(580) 380-8620

Drivers License Info. (State / # / Class)

Hair:

Race: **WHITE**

Height: **-**

Age: **UNK** D. O. B.:

Eyes:

Sex: **F**

Weight:

Parks

Blackburn Plumbing LLC

Invoice

PO Box 816
Durant, OK 74702

Phone 580-775-1779 Fax 580-920-2340

Date	Invoice #
12/22/2015	P14494

Bill to
City of Durant Attn: Accts Payable PO Box 578 Durant OK 74702

Job Location
Rocket Park Durant, OK

PO Number	Completed	Terms	Project	Rep	WO #
	12/22/2015	DUE ON RECEIPT		MRG	

Quantity	Item Code	Description	Price Each	Amount
2	Units	Unit replacement	525.00	1,050.00
	Units	Shipping & handling	380.00	380.00
		for the units burned on 12/19/15 at Rocket Park		
RECEIVED DEC 28 2015 A/P				
TICL 319 "Regulated by The Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints "				

A Service Charge of 10% will be added to your bill after 30 days past due. If bill is not paid within 60 days, it will be forwarded to our attorney for collection. If you have a question about your bill, please call (580) 775-1779

Balance Due \$1,430.00





The City of Durant

Office of Technical Projects

Memorandum

Date: 1/27/2016
To: Mayor and City Council
From: Jerry Yandell, Technical Projects Director
Re: Consider Award Of Financing For The Construction Of A Ten Unit T-Hangar At Durant Regional Airport-Eaker Field

The Treasurer's office sent out financial bid requests on January 22, 2016 for the construction of a new ten unit T-hangar at Durant Regional Airport-Eaker Field. Requests for Bid were asked of six local financial institutions. Three responses were received.

It is recommended that the Vision Bank quote of 3.706%, for a period of one hundred twenty (120) months be authorized for the financing of this project with an estimated cost of \$450,000.

Council Information / Action Requested

Award the financial bid to Vision Bank.

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

City Treasurer to contact the bank and complete documents for financing.
City Treasurer prepare accounts payable for monthly payments.

ATTACHMENTS:

Description	Type	Upload Date
DAA Financing Bid Return Sheets	Backup Material	2/4/2016

City of Durant

The Durant Airport Authority requested on January 22, 2016 quote for the Financing of Eaker Field Ten New Hangars

Listed are the responses:

Quotes for Eaker Field Ten New Hangars Project

\$450,000.00

Period Quote Source: 120 months/ 10 Years

Bank	Rate	Document Fee	Monthly Pymnt
First Texoma National Bank	No Bid		
First United Bank & Trust	4.900%	\$3,500.00	\$4,750.88
Landmark Bank	4.250%	\$266.00	\$4,609.69
Shamrock Bank	No Bid		
Texas Star Bank	No Bid		
Vision Bank	3.706%	\$0.00	\$4,493.42

BIDDER'S RETURN SHEET

Financing Bid for Durant Eaker Field Ten New Hangars
for the Durant Airport Authority ,
300 W Evergreen, Durant, OK 74701

Financing Amount : ~~\$600,000.00~~ \$450,000

Financing Term : 120 Months/10 Year

Bids Due by February 4 @ 1:00pm

Bank Name: Vision Bank

Simple Interest Rate: 3.706%

Annual Percentage Rate(APR): 3.706%

Document/Additional Fees: None

Monthly Payment: \$4,493.42

[Signature]
Name of Submitting Bid

2-4-2016
Date

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath, say that I am the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder had not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City official or employee as to quantity or price in the prospective contract or any other terms of said prospective contract; or in any discussion between bidders and any City official concerning exchange or money or other thing to any officer or employee of the Durant City Utilities Authority any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before me this 4th day of
February 2016.

Bank: Vision Bank

Signed: [Signature]

Title: President - Durant Bank

Printed Name: Terry R. Hammock

Address: 2514 University Blvd.

Durant, OK 74701



My commission expires 6/27/19

Telephone: 580-931-0808

Fax: 580-931-0812

[Signature]
Notary Public

E-Mail : jhammock@visionbankok.com

BIDDER'S RETURN SHEET

Financing Bid for Durant Eaker Field Ten New Hangars
for the Durant Airport Authority ,
300 W Evergreen, Durant, OK 74701

Financing Amount : \$600,000.00 ~~450,000.00~~

Financing Term : 120 Months/10 Year

Bids Due by February 4 @ 1:00pm

Bank Name: LAND MARK BANK

Simple Interest Rate: 4.25%

Annual Percentage Rate (APR): 4.35%

Document/Additional Fees: \$266.00

Monthly Payment: \$4,609.69

Kyle McLemore
Name of Submitting Bid

1-28-16
Date

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath, say that I am the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder had not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City official or employee as to quantity or price in the prospective contract or any other terms of said prospective contract; or in any discussion between bidders and any City official concerning exchange or money or other thing to any officer or employee of the Durant City Utilities Authority any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before me this 28 day of January 2016.

Bank: Landmark Bank

Signed: Lyndsay Robison

Title: SUP

Printed Name: Lyndsay Robison

Address: 300 WEST MAIN ST.

(SEALED) **LYNDSAY ROBISON**
NOTARY PUBLIC-STATE OF OKLAHOMA
BRYAN COUNTY
MY COMMISSION EXPIRES 06-09-2016
COMMISSION # 08005927

DURANT, OK 74701

My commission expires 6-9-2016

Telephone: 580 924-9090 X-4012

Fax: _____

E-Mail: Kyle.McLemore@Landmarkbank.com

Lyndsay Robison
Notary Public

BIDDER'S RETURN SHEET

Financing Bid for Durant Eaker Field Ten New Hangars
for the Durant Airport Authority,
300 W Evergreen, Durant, OK 74701

Financing Amount : ~~\$600,000.00~~
\$450,000.00

Financing Term : 120 Months/10 Year

Bids Due by February 4 @ 1:00pm

Bank Name: FIRST UNITED BANK & TRUST CO.

Simple Interest Rate: 4.9%

Annual Percentage Rate (APR): 4.9% / 5.068% w/FEE

Document/Additional Fees: \$3,500.00 (Attorney Prepared Loan Package)

Monthly Payment: \$4,750.98 / \$4,787.95 w/FEE

FIRST UNITED BANK (Crest Horner)
Name of Submitting Bid

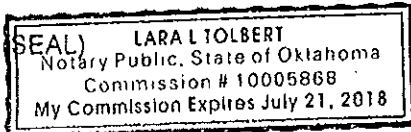
2/4/2016
Date

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath, say that I am the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder had not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City official or employee as to quantity or price in the prospective contract or any other terms of said prospective contract; or in any discussion between bidders and any City official concerning exchange or money or other thing to any officer or employee of the Durant City Utilities Authority any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before me this 4th day of February 2016.

Signed: [Signature]

Printed Name: Crest Horner



My commission expires 07-21-18

[Signature]
Notary Public

Bank: FIRST UNITED BANK

Title: VICE PRESIDENT

Address: 1400 W MAIN ST.
DURANT, OK 74701

Telephone: (580) 924-2211

Fax: (580) 916-3277

E-Mail: CHORNER@firstunitedbank.com

BIDDER'S RETURN SHEET

Financing Bid for Durant Eaker Field Ten New Hangars
for the Durant Airport Authority ,
300 W Evergreen, Durant, OK 74701

Financing Amount : \$600,000.00 ~~\$450,000~~

Financing Term : 120 Months/10 Year

Bids Due by February 4 @ 1:00pm

Bank Name: Vision Bank

Simple Interest Rate: 3.706%

Annual Percentage Rate (APR): 3.706%

Document/Additional Fees: None

Monthly Payment: \$4,493.42

Jeffery R. Hammock
Name of Submitting Bid

2-4-2016
Date

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath, say that I am the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder had not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City official or employee as to quantity or price in the prospective contract or any other terms of said prospective contract; or in any discussion between bidders and any City official concerning exchange or money or other thing to any officer or employee of the Durant City Utilities Authority any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before me this 4th day of
February 2016.

Bank: Vision Bank

Signed: *Jeffery R. Hammock*

Title: President - Durant Bank

Printed Name: Jeffery R. Hammock

Address: 2514 University Blvd.

Durant, OK 74701



My commission expires 6/27/19

Telephone: 580-931-0808

Fax: 580-931-0812

Notary Public

E-Mail: jhammock@visionbankok.com

BIDDER'S RETURN SHEET

Financing Bid for Durant Eaker Field Ten New Hangars
for the Durant Airport Authority ,
300 W Evergreen, Durant, OK 74701

Financing Amount : \$600,000.00 450,000.00

Financing Term : 120 Months/10 Year

Bids Due by February 4 @ 1:00pm

Bank Name: LAND MARK BANK

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Annual Percentage Rate (APR): 4.35%

Document/Additional Fees: \$266.00

Monthly Payment: \$4,609.69

Kyle McLemore

1-28-16

Name of Submitting Bid

Date

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath, say that I am the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder had not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City official or employee as to quantity or price in the prospective contract or any other terms of said prospective contract; or in any discussion between bidders and any City official concerning exchange or money or other thing to any officer or employee of the Durant City Utilities Authority any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before me this 28 day of January 2016.

Bank: Landmark Bank

Signed: Lyndsay Robison

Title: SUP

Printed Name: Lyndsay Robison

Address: 900 WEST MAIN ST.

(SEAL) **LYNDSAY ROBISON**
NOTARY PUBLIC-STATE OF OKLAHOMA
BRYAN COUNTY
MY COMMISSION EXPIRES 06-09-2016
COMMISSION # 08005927

DURANT, OK 74701

My commission expires 6-9-2016

Telephone: 580 924-9090 x-4012

Lyndsay Robison
Notary Public

Fax: _____

E-Mail: Kyle.McLemore@Landmarkbank.com

BIDDER'S RETURN SHEET

Financing Bid for Durant Eaker Field Ten New Hangars
for the Durant Airport Authority,
300 W Evergreen, Durant, OK 74701

Financing Amount : ~~\$600,000.00~~
\$450,000.00

Financing Term : 120 Months/10 Year

Bids Due by February 4 @ 1:00pm

Bank Name: First United Bank & Trust Co.

Simple Interest Rate: 4.9%

Annual Percentage Rate (APR): 4.9% / 5.068% w/FEE

Document/Additional Fees: \$3,500.00 (Attorney Prepared Loan Package)

Monthly Payment: \$4,750.98 / \$4,787.95 w/FEE

First United Bank (Chew Horner)
Name of Submitting Bid

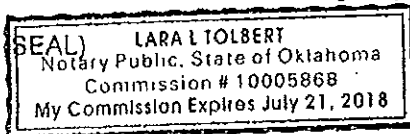
2/4/2016
Date

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath, say that I am the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder had not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City official or employee as to quantity or price in the prospective contract or any other terms of said prospective contract; or in any discussion between bidders and any City official concerning exchange or money or other thing to any officer or employee of the Durant City Utilities Authority any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before me this 4th day of February, 2016.

Signed: [Signature]

Printed Name: Chew Horner



My commission expires 07-21-18

[Signature]
Notary Public

Bank: First United Bank

Title: Vice President

Address: 1400 W Main St.

Durant, OK 74701

Telephone: (580) 924-2211

Fax: (580) 916-3277

E-Mail: chewer@firstunitedbank.com



The City of Durant

Office of Technical Projects

Memorandum

Date: 1/25/2016
To: Mayor and City Council
From: Jerry Yandell, Technical Projects Director
Re: Consider Approval Of Request For Authorization To Purchase #2016-013 For Construction Of Ten (10) Unit T-Hangars At Durant Regional Airport-Eaker Field

I would request council approval of the attached RFAP for the purpose of constructing a ten unit T-hangar at the airport. These hangars are needed to help with the many requests we have had for more hangar space. These units will help with generating more revenue through leasing and additional fuel sales for the airport. Your approval is recommended.

I will be happy to answer any questions concerning this request.

Council Information / Action Requested

Council approval

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

Contingent upon approval, award bid for financing, construction

ATTACHMENTS:

Description	Type	Upload Date
RFAP #2016-013	Cover Memo	1/25/2016

SPEND/CNTRCT#
 INCODE PROJ#
RFAP#2016-013

REQUEST FOR AUTHORIZATION TO PURCHASE

Ref: 11 O.S. §10:114 (B) and 61 O.S. §103 (D) and & City of Durant Code: § 37.003-37.010

Item #

1 Item planned for spending (provide details):
(10) UNIT T-HANGARS

2 Department requesting authorization:
EAKER FIELD AIRPORT

3 Bidding recommendation (award or reject along with name and contact information of vendor):

4 Estimated Purchase Date (M/D/Y):

January 22, 2016

5 What are the financing or lease purchase terms (APR %, length of financing, payments, etc.)

6 Is this item included in the current FY budget (Yes/No)

Yes

7 GL account code:

TBD

8 Spending / purchase request details (complete below blanks):

8a Amount requested to spend

\$600,000.00

8b Item (new or replacement, if a capital item complete fixed asset form)?

New

8c Old Item to be Traded-In (Yes / No). Note: if a capital item complete fixed asset form?

No

If a Replacement Item, give description, age and condition of item to be replaced (including model & serial or VIN, trade allowance)

8d Is a contractor written agreement involved (Yes / No), if yes include a copy of the contract after City Attorney Review

No

8e Does the purchase involve Grant Funding (Yes or No)

No

8f What is the City Cash Match for the Grant

\$

8g What other match or financial obligation is involved with the City accepting this Grant (explain with details)

9 Purchase is Planned By (complete appropriate item(s) below):

9a **Informal Quotes** – Purchases of \$2000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 use formal bids. Specifications & at least 3 quotes must be attached for items over \$5,000 (city manager can require quotes for below \$5,000):

9b **Formal Bids** – Purchases with an estimated cost over \$15,000 Council approval required. Attach complete specifications and a bidders list with at least 3 bidders. Include bidder name, address, phone number, fax number and email address of recommended vendor:

BID PACKETS HAVE BEEN MAILED, OPEN BIDS ON 1/26/16, AWARD BID ON 2/9/16 AT CITY COUNCIL MEETING

9c **State Contract** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases over \$15,000 Council approval required. Include name, address, phone number, fax number, email address of state contract vendor and state contract number:

9d **Buy Board** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases more than \$15,000 Council approval required. Include name, address, phone number, fax number, email address of Buy Board:

9e **Professional Services Agreement** – Purchases over \$2,000 and less than \$15,000 via an engineering, surveying, architect, computer services, janitorial, etc. firm covered by a council approved professional services agreement, City Manager approval required.

9f **Emergency Purchase** – To be utilized only when immediate action must be taken to protect the public health or safety or to prevent damage to property, prior council approval not required. Notify the City Manager immediately that an emergency purchase is needed.

9g **Sole Source Purchase** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 Council approval required in addition to City Manager approval. Attach to this request a memo detailing the nature of the Sole source designation, that is explain how this purchase fulfills the requirements to be considered a sole source purchase:

10 Signature & date blocks (complete appropriate sections):

10a N/A Signature of Grants Administrator (if applicable) date (M/D/Y):

10b N/A Signature Department Head date (M/D/Y):

10c N/A Signature of Division Head date (M/D/Y):

10d Signature of Budget Administrator date (M/D/Y):

10e [Signature] Signature of Project Director (only over \$5,000 capital projects) date (M/D/Y): 1-22-16

10f [Signature] Signature of City Manager (only over \$2,000) date (M/D/Y): 22 JAN 2016

10g [Signature] Signature of City Treasurer (date) date (M/D/Y): 1-22-2016

11h City Manager Comments:



The City of Durant

Office of Technical Projects

Memorandum

Date: 1/26/2016
To: Mayor and City Council
From: Jerry Yandell, Technical Projects Director
Re: Consider Award Of Bid For Construction Of A Ten Unit T-Hangar At Durant Regional Airport-Eaker Field

Recently, bids were received for the construction of a ten unit T-Hangar at Durant Regional Airport-Eaker Field. Of the 4 bids received, Contech, Inc. submitted the lowest bid in the amount of \$426,460.00. I would ask council award to Contech, Inc. for the construction of these hangars. Attached is the bid tabulation along with a recommendation from the City's airport engineer, LBR, Inc.. Your concurrence with this bid award is recommended.

I will be happy to answer any questions regarding this request.

Council Information / Action Requested

Council award

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

Notify engineer and Contech, Inc.
Obtain contract and construction documents

ATTACHMENTS:

Description	Type	Upload Date
Tab sheet and recommendation	Cover Memo	1/26/2016



LBR Inc. Airport Consultants

January 26, 2016

Honorable Mayor and City Council
City of Durant
300 West Evergreen
Durant, Oklahoma 74702

Mayor Hoffman;

Bids to "Construct New 10 Unit T-Hangar in North Hangar Development Area", at Eaker Field Airport were received at 11:00 AM on Wednesday, January 26, 2016. The "Tabulation of Bids" is enclosed.

There were four bidders presenting proposals. The lowest bidder for the Base Bid on the project was from Contech, Inc., in the amount of \$426,460.00. Contech, Inc. has recently constructed several airport projects. They have performed very well on each of those projects.

LBR recommends that the Base Bid be awarded to the Contech, Inc. in the amount of \$426,460.00, contingent upon adequate funding to complete the project.

Please authorize the Mayor and City Attorney to sign all required documents related to project. All referenced documents will be forthcoming from LBR Inc.

We sincerely thank you for allowing us to assist you with your airport consulting needs. We look forward to working with you on this important project for the City of Durant, and the Durant Regional Airport - Eaker Field.

Respectfully Submitted,

Jed Banks, P.E., President

Enclosure

BID TABULATION

Page 1 of 1

Construct New 10 Unit T-Hangar in North Hangar Development Area

Durant Regional Airport-Eaker Field, Durant, Oklahoma

Bids Opened At
11:00 A.M., Tuesday, January 26, 2016
City Hall
Durant, Oklahoma

Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Engineer's Estimate LBR Inc.	Amount
BASE BID- 10 Unit T-Hangar															
1	Traffic Maintenance	11 L.S.		\$1,000.00	\$1,000.00	\$1,477.00	\$1,477.00	\$625.00	\$625.00	\$6,500.00	\$6,500.00	\$7,500.00	\$7,500.00		\$7,500.00
2	Mobilization, Bonds, & Temporary Erosion Control	11 L.S.		\$25,000.00	\$25,000.00	\$7,011.00	\$7,011.00	\$25,625.00	\$25,625.00	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00		\$25,000.00
3	Saw Cut - Full Depth Concrete	90 L.F.		\$5.00	\$540.00	\$8.00	\$720.00	\$2.50	\$225.00	\$40.00	\$3,600.00	\$12.00	\$1,080.00		\$1,080.00
4	Break-Up, Removal, and Disposal of Existing Pavement - Material and Thickness May Vary - Waste On Airport Property	55 S.Y.		\$12.00	\$660.00	\$57.00	\$3,135.00	\$45.32	\$2,382.00	\$272.75	\$15,000.00	\$30.00	\$1,650.00		\$1,650.00
5	Replace Concrete Pavement On Existing Base - Thickness Varies from 5 to Approx. 9 Inches, Including Joints and Sealing	55 S.Y.		\$60.00	\$3,300.00	\$91.00	\$5,005.00	\$48.72	\$2,680.00	\$272.75	\$15,000.00	\$65.00	\$3,575.00		\$3,575.00
6	Finish Grading - Including Sodding of All Disturbed Areas	80 S.Y.		\$12.00	\$960.00	\$12.50	\$1,000.00	\$33.75	\$2,700.00	\$100.00	\$8,000.00	\$25.00	\$2,000.00		\$2,000.00
7	Furnish and Construct 10 Unit T-Hangar - Complete, Including All Appurtenances	1 L.S.		\$395,000.00	\$395,000.00	\$440,000.00	\$440,000.00	\$501,213.00	\$501,213.00	\$533,660.00	\$533,660.00	\$600,000.00	\$600,000.00		\$600,000.00
8	Insurance Premium to Add City & Engineer as Additional Insureds to Contractor's Liability Policy	1 L.S.		\$0.00	\$0.00	\$350.00	\$350.00	\$50.00	\$50.00	\$0.00	\$0.00	\$100.00	\$100.00		\$100.00
Total Base Bid C - 10 Unit T-Hangar					\$426,460.00		\$458,698.00		\$535,500.00		\$641,760.00		\$640,905.00		



The City of Durant

Office of the Street Department

Memorandum

Date: 1/25/2016
To: Mayor and City Council
From: James Young Street Superintendent
Re: Consider Authorization To Accept Bids For Materials For Country Club Road
Between Highway 78 And McLean Request For Bid RFB#2015-036 Grant# 16246
C D B G-E D 14
1. S-3 And S-4 Asphalt
2. Trucking for S-3 and S-4 Asphalt
3. ODOT Aggregate Base Type A
4. Concrete Arch Pipe And Prefab Concrete End Sections
5. ODOT Geo textile Fabric
6. Temporary Silt Fence
7. Curb and Gutter

Council Information / Action Requested

Approve Bids

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

Street Superintendent To Notify Winning Bidders and prepare Purchase Orders

ATTACHMENTS:

Description	Type	Upload Date
Award Packet	Cover Memo	2/4/2016
Asphalt ,Silt Fence And Geo Fabric.	Cover Memo	1/25/2016
Agg Base and Pipe docs	Cover Memo	1/25/2016
Fencing docs	Cover Memo	1/25/2016
Curb and Gutter docs	Cover Memo	1/25/2016

COUNTRY CLUB CONSTRUCTION BUDGET SUMMARY - 5,300'

Bid Item / Contract Item (Hwy 78 to McLean)	Low Bid	Supplier / Vendor
Temporary Silt Fence	\$ 3,696.00	Maxwell Supply
ODOT Geotextile Fabric	\$ 17,150.90	Maxwell Supply
ODOT (SP) Asph. Conc. Type S3	\$ 234,430.00	Overland
Trucking - ODOT (SP) Asph. Conc. Type S3	\$ 8,568.00	Overland
ODOT (SP) Asph. Conc. Type S4	\$ 104,954.50	Overland
Trucking - ODOT (SP) Asph. Conc. Type S4	\$ 3,438.00	Overland
ODOT Aggregate Base Type A	\$ 96,292.00	Owner Operators
36"x22" Concrete Arch Pipe (Min. 30" Equiv)	\$ 12,090.00	Krapff-Reynolds
36"x22" Prefabricated Conc. End Section	\$ 7,278.00	Krapff-Reynolds
Curb & Gutter	\$ 198,847.35	Rocking O
Engineering Design and Construction Oversight	\$ 173,556.00	Wall Engineering
Geotechnical Testing / Pavement Design	\$ 21,120.00	Hinderliter Geotech
Design Survey	\$ 10,560.00	Page Surveying
Construction Survey	\$ 5,300.00	Page Surveying
Total Authorized Expenditures to Date	\$ 897,280.75	
TBD Construction Items (Hwy 78 to McClean)	Estimated Cost	Procurement
Class A Concrete	\$ 6,000.00	Quote - TBD
ODOT Type A Aggregate Base for Drives / Misc	\$ 15,000.00	Owner Operators
Tack Oil / Prime Oil	\$ 1,000.00	Quote - TBD
Fencing	\$ 27,000.00	Quote / CO
Stripping	\$ 19,000.00	Quote - TBD
Contingency for Misc Overruns / Unknowns (3%)	\$ 28,958.42	Various
Total Anticipate Future Expenditures	\$ 96,958.42	
TOTAL ESTIMATED BUDGET TO DATE	\$ 994,239.17	
TOTAL CITY OF DURANT ESTIMATED LABOR	\$ 795,203.36	

City of Durant - COUNTRY CLUB MATERIALS Bid Tabulation												
#	Pay Item, including, but not limited to, the following for a complete system / installation	Qty & Unit	Owner Operators, Inc. Durant, OK	Texhoma Limestone, Inc. Caddo, OK	Brown Transportation Ardmore, OK	Maxwell Supply of Tulsa, Inc. Tulsa, OK	Overland Materials and Manufacturing, Inc Ardmore, OK	RD Trucking and Dozer, Inc. Bennington, OK	Krapff-Reynolds Construction OKC, OK	Brownco MFG & Sales Tulsa, OK	Stringfellow Holding, LLC Calera, OK	Rocking O Construction, LLC Caddo, OK
Base Bid Proposal (3,945 Feet)												
1	Temporary Silt Fence	7,890 L.F.				\$2,761.50						
2	ODOT Aggregate Base Type A	2,710 C.Y.		\$30,379.10 **				\$48,780.00				
3	Trucking - ODOT Aggregate Base Type A	2,710 C.Y.	\$14,498.50	\$18,997.10 **	\$23,983.50			\$29,810.00				
4	ODOT Geotextile Fabric (Non-Woven, Needle Punched)	16,220 S.Y.				\$12,813.80						
5	ODOT Traffic Bound Surface Course Type E	400 Ton		\$3,760.00				\$3,600.00				
6	Trucking - ODOT Traffic Bound Surface Course Type E	400 Ton		\$2,076.00	\$2,720.00			\$2,200.00				
7	ODOT (SP) Asph. Conc. Type S3 (PG 64-22 OK)	3,560 Ton					\$175,330.00					
8	Trucking - ODOT (SP) Asph. Conc. Type S3 (PG 64-22 OK)	3,560 Ton					\$6,408.00					
9	ODOT (SP) Asph. Conc. Type S4 (PG 64-22 OK)	1,430 Ton					\$78,578.50					
10	Trucking - ODOT (SP) Asph. Conc. Type S4 (PG 64-22 OK)	1,430 Ton					\$2,574.00					
11	36"x22" Concrete Arch Pipe (Min. 30" Equiv.)	150 L.F.										
12	36"x22" Prefab Conc End Section	6 EA										
Total Base Bid			\$14,498.50	\$55,212.20	\$26,703.50	\$15,575.30	\$262,890.50	\$84,390.00				
Alternate Bid Proposal (1,335 Feet)												
1	Temporary Silt Fence	2,670 L.F.				\$934.50						
2	ODOT Aggregate Base Type A	910 C.Y.		\$10,201.10 **				\$16,380.00				
3	Trucking - ODOT Aggregate Base Type A	910 C.Y.	\$4,868.50	\$6,379.10 **	\$8,053.50			\$10,010.00				
4	ODOT Geotextile Fabric (Non-Woven, Needle Punched)	5,490 S.Y.				\$4,337.10						
5	ODOT Traffic Bound Surface Course Type E	200 Ton		\$1,880.00				\$1,800.00				
6	Trucking - ODOT Traffic Bound Surface Course Type E	200 Ton		\$1,038.00	\$1,360.00			\$1,100.00				
7	ODOT (SP) Asph. Conc. Type S3 (PG 64-22 OK)	1,200 Ton					\$59,100.00					
8	Trucking - ODOT (SP) Asph. Conc. Type S3 (PG 64-22 OK)	1,200 Ton					\$2,160.00					
9	ODOT (SP) Asph. Conc. Type S4 (PG 64-22 OK)	480 Ton					\$26,376.00					
10	Trucking - ODOT (SP) Asph. Conc. Type S4 (PG 64-22 OK)	480 Ton					\$864.00					
Total Additive Alternate Bid			\$4,868.50	\$19,498.20 **	\$9,413.50	\$5,271.60	\$88,500.00	\$29,290.00				
Base Bid Proposal (Re-Bid)												
1	ODOT Aggregate Base Type A	7,240 Tons	\$96,292.00	\$96,943.60	\$112,944.00			\$97,016.00				
2	36"x22" Concrete Arch Pipe (Min. 30" Equiv)	150 LF							\$12,090.00			
3	36"x22" Prefabricated Conc. End Section	6 EA							\$7,278.00			
Total Base Bid (Re-Bid)			\$96,292.00	\$96,943.60	\$112,944.00			\$97,016.00	\$19,368.00			
Base Bid Proposal (Curb & Gutter)												
1	Mobilization	1 LS					\$5,000.00			\$500.00	\$1,500.00	\$7,500.00
2	2'-8" Curb & Gutter	5,226 LF					\$93,022.80			\$94,068.00	\$83,616.00	\$73,634.34
3	Type 1 Driveway (12' Wide)	3 EA					\$7,560.00			\$2,194.50	\$10,500.00	\$42.27
4	Bonding & Insurance	1 LS					\$1,300.00			\$3,000.00	\$6,750.00	\$6,915.00
5	Construction Traffic Control	1 LS					\$3,575.00			\$0.00	\$4,500.00	\$2,500.00
6	Construction Material Testing	1 LS					\$2,500.00			\$1,500.00	\$4,500.00	\$1,800.00
7	Demobilization	1 LS					\$5,000.00			\$0.00	\$1,500.00	\$5,000.00
8	Mobilization	1 LS					\$5,000.00			\$500.00	\$1,500.00	\$7,500.00
9	2'-8" Curb & Gutter	5,247 LF					\$93,396.60			\$94,446.00	\$83,952.00	\$74,612.34
10	Type 1 Driveway (10' Wide)	2 EA					\$5,000.00			\$1,221.00	\$6,600.00	\$284.40
11	Type 1 Driveway (11' Wide)	1 EA					\$2,510.00			\$726.00	\$3,400.00	\$156.42
12	Type 1 Driveway (12' Wide)	2 EA					\$5,040.00			\$1,584.00	\$7,000.00	\$170.64
13	Type 1 Driveway (16' Wide)	1 EA					\$2,790.00			\$1,061.50	\$3,900.00	\$227.52
14	Type 1 Driveway (40' Wide)	1 EA					\$3,000.00			\$2,656.74	\$5,600.00	\$568.80
15	Type 2 Driveway (57' Wide)	1 EA					\$3,200.00			\$5,670.50	\$7,500.00	\$810.54
16	Type 2 Driveway (64' Wide)	1 EA					\$3,250.00			\$5,860.80	\$8,500.00	\$910.08
17	Bonding & Insurance	1 LS					\$1,300.00			\$3,000.00	\$6,750.00	\$6,915.00
18	Construction Traffic Control	1 LS					\$3,575.00			\$0.00	\$4,500.00	\$2,500.00
19	Construction Material Testing	1 LS					\$2,500.00			\$1,500.00	\$4,500.00	\$1,800.00
20	Demobilization	1 LS					\$5,000.00			\$500.00	\$1,500.00	\$5,000.00
Total Base Bid (Curb & Gutter)							\$253,519.40			\$219,989.04	\$258,068.00	\$198,847.35

NOTICE OF CONTRACT AWARD

TO: Krapff-Reynolds Construction Co.
2400 NE 4th
Oklahoma City, OK 73117
Phone#: 405-733-9682
Duns #: Not Available
FEI #: 731224287

CDBG Contract No. 16246 CDBG-ED 14
Project Description: Country Club Road Improv.
36"x22" Concrete Arch Pipe
Wage Rate Dec. # Not Applicable
Mod # N/A Date N/A

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated January 7, 2016 and in the Information for Bidders, and opened on January 21, 2016. You are hereby notified that your bid has been accepted for bid items in the amount of Twelve Thousand Ninety Dollars and Zero Cents (\$12,090.00). You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ____ day of _____, _____.

Owner: _____ City of Durant

By: _____

Typed Name & Title: _____ Stewart Hoffman, Mayor

C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by _____ this ____ day of _____, 20____, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: _____ Title: _____ Date: _____

(<https://www.sam.gov/portal/public/SAM>)

D. Contractor Information:

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

NOTICE OF CONTRACT AWARD

TO: Owner Operators, Inc.
103 N 3rd
Durant, OK 74701
Phone#: 580-920-1104
Duns #: Not Available
FEI #: 800005696

CDBG Contract No. 16246 CDBG-ED 14
Project Description: Country Club Road Improv.
ODOT Aggregate Base Type A
Wage Rate Dec. # Not Applicable
Mod # N/A Date N/A

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated January 7, 2016 and in the Information for Bidders, and opened on January 21, 2016. You are hereby notified that your bid has been accepted for bid items in the amount of Ninety-Six Thousand Two Hundred Ninety-Two Dollars and Zero Cents (\$96,292.00). You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ____ day of _____, _____.

Owner: _____ City of Durant

By: _____

Typed Name & Title: Stewart Hoffman, Mayor

C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by _____ this ____ day of _____, 20____, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: _____ Title: _____ Date: _____

(<https://www.sam.gov/portal/public/SAM>)

D. Contractor Information:

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

NOTICE OF CONTRACT AWARD

TO: Rocking O Construction, LLC
1287 S Chisolm Rd.
Caddo, OK 74729
Phone#: 254-223-8844
Duns #: _____
FEI #: _____

CDBG Contract No. 16246 CDBG-ED 14
Project Description: Country Club Road Improv.
Concrete Curb & Gutter
Wage Rate Dec: _____
Construction Type: HIGHWAY
Mod: # _____ Date: _____

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated January 7, 2016 and in the Information for Bidders, and opened on January 28, 2016. You are hereby notified that your bid has been accepted for bid items in the amount of One Hundred Ninety-Eight Thousand Eight Hundred Forty-Seven Dollars and Thirty-Five Cents (\$198,847.35). If you fail to execute said agreement and furnish applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner. Dated this _____ day of _____, 2016.

Owner: City of Durant

By: _____

Typed Name & Title: Stewart Hoffman, Mayor

C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by _____ this _____ day of _____, 20____, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: _____ Title: _____ Date: _____

<https://www.sam.gov/portal/SAM/#1>

D. Contractor Information:

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

NOTICE OF CONTRACT AWARD

TO: Krapff-Reynolds Construction Co.
2400 NE 4th
Oklahoma City, OK 73117
Phone#: 405-733-9682
Duns #: Not Available
FEI #: 731224287

CDBG Contract No. 16246 CDBG-ED 14
Project Description: Country Club Road Improv.
36"x22" Prefabricated Concrete End Section
Wage Rate Dec. # Not Applicable
Mod # N/A Date N/A

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated January 7, 2016 and in the Information for Bidders, and opened on January 21, 2016. You are hereby notified that your bid has been accepted for bid items in the amount of Seven Thousand Two Hundred Seventy-Eight Dollars and Zero Cents (\$7,278.00). You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ____ day of _____, _____.

Owner: _____ City of Durant

By: _____

Typed Name & Title: _____ Stewart Hoffman, Mayor

C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by _____ this ____ day of _____, 20____, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: _____ Title: _____ Date: _____

(<https://www.sam.gov/portal/public/SAM>)

D. Contractor Information:

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

NOTICE OF CONTRACT AWARD

TO: Maxwell Supply of Tulsa, Inc.
1719 N. Sheridan Rd.
Tulsa, OK 74115
Phone#: 918-836-8606
Duns #: Not Available
FEI #: 730967794

CDBG Contract No. 16246 CDBG-ED 14
Project Description: Country Club Road Improv.
ODOT Geotextile Fabric
Wage Rate Dec. # Not Applicable
Mod # N/A Date N/A

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated December 13, 2015 and in the Information for Bidders, and opened on December 29, 2015. You are hereby notified that your bid has been accepted for bid items in the amount of Seventeen Thousand One Hundred Fifty Dollars and Ninety Cents (\$17,150.90). You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ____ day of _____, _____.

Owner: _____ City of Durant

By: _____

Typed Name & Title: Stewart Hoffman, Mayor

C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by _____ this ____ day of _____, 20____, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: _____ Title: _____ Date: _____

(<https://www.sam.gov/portal/public/SAM>)

D. Contractor Information:

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

NOTICE OF CONTRACT AWARD

TO: Overland Materials & Manufacturing
PO Box 1947
Ardmore, OK 73402
Phone#: 580-223-8432
Duns #: Not Available
FEI #: _____

CDBG Contract No. 16246 CDBG-ED 14
Project Description: Country Club Road Improv.
ODOT (SP) Asph. Conc. Type S3 (Material)
Wage Rate Dec. # Not Applicable
Mod # N/A Date N/A

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated December 13, 2015 and in the Information for Bidders, and opened on December 29, 2015. You are hereby notified that your bid has been accepted for bid items in the amount of Two Hundred Thirty-Four Thousand Four Hundred Thirty Dollars and Zero Cents (\$234,430.00). You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, _____.

Owner: _____ City of Durant

By: _____

Typed Name & Title: Stewart Hoffman, Mayor

C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by _____ this _____ day of _____, 20____, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: _____ Title: _____ Date: _____

(<https://www.sam.gov/portal/public/SAM>)

D. Contractor Information:

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

NOTICE OF CONTRACT AWARD

TO: Overland Materials & Manufacturing
PO Box 1947
Ardmore, OK 73402
Phone#: 580-223-8432
Duns #: Not Available
FEI #: _____

CDBG Contract No. 16246 CDBG-ED 14
Project Description: Country Club Road Improv.
ODOT (SP) Asph. Conc. Type S3 (Trucking)
Wage Rate Dec. # Not Applicable
Mod # N/A Date N/A

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated December 13, 2015 and in the Information for Bidders, and opened on December 29, 2015. You are hereby notified that your bid has been accepted for bid items in the amount of Eight Thousand Five Hundred Sixty-Eight Dollars and Zero Cents (\$8,568.00). You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, _____.

Owner: _____ City of Durant

By: _____

Typed Name & Title: Stewart Hoffman, Mayor

C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by _____ this _____ day of _____, 20____, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: _____ Title: _____ Date: _____

(<https://www.sam.gov/portal/public/SAM>)

D. Contractor Information:

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

NOTICE OF CONTRACT AWARD

TO: Overland Materials & Manufacturing
PO Box 1947
Ardmore, OK 73402
Phone#: 580-223-8432
Duns #: Not Available
FEI #: _____

CDBG Contract No. 16246 CDBG-ED 14
Project Description: Country Club Road Improv.
ODOT (SP) Asph. Conc. Type S4 (Material)
Wage Rate Dec. # Not Applicable
Mod # N/A Date N/A

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated December 13, 2015 and in the Information for Bidders, and opened on December 29, 2015. You are hereby notified that your bid has been accepted for bid items in the amount of One Hundred Four Thousand Nine Hundred Fifty-Four Dollars and Fifty Cents (\$104,954.50). You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, _____.

Owner: _____ City of Durant

By: _____

Typed Name & Title: Stewart Hoffman, Mayor

C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by _____ this _____ day of _____, 20____, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: _____ Title: _____ Date: _____

(<https://www.sam.gov/portal/public/SAM>)

D. Contractor Information:

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

NOTICE OF CONTRACT AWARD

TO: Overland Materials & Manufacturing
PO Box 1947
Ardmore, OK 73402
Phone#: 580-223-8432
Duns #: Not Available
FEI #: _____

CDBG Contract No. 16246 CDBG-ED 14
Project Description: Country Club Road Improv.
ODOT (SP) Asph. Conc. Type S4 (Trucking)
Wage Rate Dec. # Not Applicable
Mod # N/A Date N/A

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated December 13, 2015 and in the Information for Bidders, and opened on December 29, 2015. You are hereby notified that your bid has been accepted for bid items in the amount of Three Thousand Four Hundred Thirty-Eight Dollars and Zero Cents (\$3,438.00). You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, _____.

Owner: _____ City of Durant

By: _____

Typed Name & Title: Stewart Hoffman, Mayor

C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by _____ this _____ day of _____, 20____, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: _____ Title: _____ Date: _____

(<https://www.sam.gov/portal/public/SAM>)

D. Contractor Information:

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

NOTICE OF CONTRACT AWARD

TO: Maxwell Supply of Tulsa, Inc.
1719 N. Sheridan Rd.
Tulsa, OK 74115
Phone#: 918-836-8606
Duns #: Not Available
FEI #: 730967794

CDBG Contract No. 16246 CDBG-ED 14
Project Description: Country Club Road Improv.
Temporary Silt Fence
Wage Rate Dec. # Not Applicable
Mod # N/A Date N/A

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated December 13, 2015 and in the Information for Bidders, and opened on December 29, 2015. You are hereby notified that your bid has been accepted for bid items in the amount of Three Thousand Six Hundred Ninety-Six Dollars and Zero Cents (\$3,696.00). You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ____ day of _____, _____.

Owner: _____ City of Durant

By: _____

Typed Name & Title: Stewart Hoffman, Mayor

C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by _____ this ____ day of _____, 20____, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: _____ Title: _____ Date: _____

(<https://www.sam.gov/portal/public/SAM>)

D. Contractor Information:

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

CITY OF DURANT

COUNTRY CLUB ROAD MATERIALS

RFAB # 2015-036

Grant # 16246 CDBG-ED 14

BIDDING DOCUMENTS



PROJECT ENGINEER / DATE

DECEMBER 2015

Certificate of Authorization # 5413
Expiration Date: 6/30/17



PO BOX 1457, Durant, OK 74702
325 W. Evergreen, Durant, OK, 74701

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PROJECT MANUAL AND BIDDING DOCUMENTS

SECTION I – INFORMATIONAL ITEMS & PROJECT REQUIREMENTS

Advertisement for Bids (not to be submitted with bid)

General Project Instructions (not to be submitted with bid)

Instructions for Bidders (not to be submitted with bid)

SECTION II – BIDDING DOCUMENTS

Bid Form

Bid Proposal

Business Relationships Affidavit

Noncollusion Affidavit

SECTION III – CONTRACT DOCUMENTS

Agreement

******* All “Section II” documents are to be submitted with Bid**

SECTION I – INFORMATIONAL ITEMS

ADVERTISEMENT FOR SEALED BIDS

RFAB # 2015-036

Grant # 16246 CDBG-ED 14

Sealed Bids for the materials supply for the **Country Club Road Improvements RFAB # 2015-036** will be received by **City of Durant, City Clerk, Room # 103 at 300 West Evergreen , Durant, OK** until **2:00pm** local time on **December 29th**. The sealed bids will be opened and read aloud at the **Durant City Hall, Conference Room, 300 West Evergreen** following receipt. The Project consists of **supply of materials for construction by City of Durant to include, but not limited to, asphalt, concrete, geotextile fabric, and miscellaneous roadway construction materials for existing industrial roadway located within the city limits of Durant.**

The Issuing Office for the Bidding Documents is: **Wall Engineering, 325 W. Evergreen, Durant, OK 74701, (580) 317-4104**. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of **9am-4pm**, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents also may be examined at the office of the **City of Durant, City Clerk, Room #103, Phone (580) 931-6641** on Mondays through Fridays between the hours of **8am-5pm** and the office of the Engineer, **Wall Engineering, 325 W. Evergreen, Durant, OK 74701, (580) 317-4104**, on Mondays through Fridays between the hours of **9am-3pm**.

Printed Bidding Documents may be obtained from the Issuing Office during the hours indicated above either via in-person pick-up or via mail. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office.

Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Owner: **City of Durant**

By: **Cynthia Price**

Title: **Clerk**

Date: **Sunday, December 13, 2015**

+ + END OF ADVERTISEMENT FOR SEALED BIDS + +

GENERAL PROJECT INSTRUCTIONS

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ARTICLE 2 – GENERAL	1
ARTICLE 3 – GOVERNING SPECIFICATIONS	1

ARTICLE 1 – INFORMATION FOR BIDDERS

- 1.01 The included Information for Bidders outlines the specifics of bid submission

ARTICLE 2 – GENERAL

- 2.01 The City of Durant is constructing improvements along Country Club Road from the intersection with the US-70 Bypass east to McLean Road
- 2.02 The City intends to purchase materials from the low bid materials supplier(s) over the construction period of February to October
- 2.03 The materials are FOB to the site unless otherwise noted (some materials are being bid with materials and trucking separate)
- 2.04 It is the intent of the City of Durant to award the lowest bid on each of the individual item. Multiple contracts would be anticipated

ARTICLE 3 – GOVERNING SPECIFICATIONS

- 3.01 The 2009 Oklahoma Department of Transportation Standard Specification for Highway Construction will govern materials supplied
-

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Materials supply and do not authorize or confer a license

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
 - B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Materials supply;
 - C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Materials supply;

ARTICLE 4 – INTERPRETATIONS AND ADDENDA

- 4.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 5 – CONTRACT TIMES

- 5.01 The City of Durant intends to award the contracts in January and commence construction in February and complete on or before October 1. Materials delivery will be “at will” by the City over the period of construction. Pricing stated in the bid proposal will be held firm over that period of construction (January 31 – October 1)

ARTICLE 6 – PREPARATION OF BID

- 6.01 The Bid Form is included with the Bidding Documents.
- A. Bidders may submit a Bid on any individual item or any combination of items, as set forth in the Bid Form.
-

- 6.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 6.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 6.04 A Bid by an individual shall show the Bidder's name and official address.
- 6.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 6.06 All names shall be printed in ink below the signatures.
- 6.07 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

ARTICLE 7 – BASIS OF BID

- 7.01 Sectional Bids
 - A. Bidders may submit a Bid on any individual item or any combination of items, as set forth in the Bid Form.
 - B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.
 - C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.
 - D. Bidders offering a Bid on one or more sections shall be capable of completing the Materials supply covered by those sections within the time period stated in the Agreement.

ARTICLE 8 – SUBMITTAL OF BID

- 8.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with other documents required.
 - 8.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the City of Durant at the Address in the bid advertisement.
 - 8.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
-

ARTICLE 9 – MODIFICATION AND WITHDRAWAL OF BID

- 9.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 9.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 9.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid.

ARTICLE 10 – OPENING OF BIDS

- 10.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 11 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 11.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 12 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 12.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Materials supply.
 - 12.02 If Owner awards the contract for the Materials supply, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
 - 12.03 Evaluation of Bids
 - A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements
 - B. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Materials supply.
 - 12.04 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed materials suppliers
-

ARTICLE 13 – SALES AND USE TAXES

13.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated

SECTION II – BIDDING DOCUMENTS

BID FORM

[Insert Project Identification]

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Durant

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- B. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
 - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
 - C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
 - D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
-

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the prices indicated in the Bid Proposal which is included and made a part of this section by reference.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the materials bid will remained unchanged over the stated construction period

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Bid Proposal
 - B. Business Relationships Affidavit
 - C. Noncollusion Affidavit

[REST OF PAGE INTENTIONALLY LEFT BLANK]

BID PROPOSAL - BASE BID
SUBMITTER MAY BID ON ANY COMBINATION OF BID ITEMS

BID ITEM #	ODOT SPEC #	PAY ITEM	DELIVERY	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	221	TEMPORARY SILT FENCE	JOB SITE DELIVERY	L.F.	7890.00		
2	303	ODOT AGGREGATE BASE TYPE A	MATERIALS ONLY	C.Y.	2710.00		
3	303	TRUCKING - ODOT AGGREGATE BASE TYPE A	TRUCKING TO JOB SITE	C.Y.	2710.00		
4	326	ODOT GEOTEXTILE FABRIC (NON-WOVEN, NEEDLE PUNCHED)	JOB SITE DELIVERY	S.Y.	16220.00		
5	402(E)	ODOT TRAFFIC BOUND SURFACE COURSE TYPE E	MATERIALS ONLY	TON	400.00		
6	402(E)	TRUCKING - ODOT TRAFFIC BOUND SURFACE COURSE TYPE E	TRUCKING TO JOB SITE	TON	400.00		
7	411(S3)	ODOT (SP) ASPH. CONC. TYPE S3 (PG 64- 22 OK)	MATERIALS ONLY	TON	3560.00		
8	411(S3)	TRUCKING - ODOT (SP) ASPH. CONC. TYPE S3 (PG 64-22 OK)	TRUCKING TO JOB SITE	TON	3560.00		
9	411(S4)	ODOT (SP) ASPH. CONC. TYPE S4 (PG 64- 22 OK)	MATERIALS ONLY	TON	1430.00		
10	411(S4)	TRUCKING - ODOT (SP) ASPH. CONC. TYPE S4 (PG 64-22 OK)	TRUCKING TO JOB SITE	TON	1430.00		
11	613(A)	36"x22" CONCRETE ARCH PIPE (MIN 30" EQIV)	JOB SITE DELIVERY	LF	150.00		
12	613(L)	36"x22" PREFAB CONC END SECTION	JOB SITE DELIVERY	EA	6.00		

BID PROPOSAL - ADDITIVE ALTERNATE
SUBMITTER MAY BID ON ANY COMBINATION OF BID ITEMS

BID ITEM #	ODOT SPEC #	PAY ITEM	DELIVERY	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	221	TEMPORARY SILT FENCE	JOB SITE DELIVERY	L.F.	2670.00		
2	303	ODOT AGGREGATE BASE TYPE A	MATERIALS ONLY	C.Y.	910.00		
3	303	TRUCKING - ODOT AGGREGATE BASE TYPE A	TRUCKING TO JOB SITE	C.Y.	910.00		
4	326	ODOT GEOTEXTILE FABRIC (NON-WOVEN, NEEDLE PUNCHED)	JOB SITE DELIVERY	S.Y.	5490.00		
5	402(E)	ODOT TRAFFIC BOUND SURFACE COURSE TYPE E	MATERIALS ONLY	TON	200.00		
6	402(E)	TRUCKING - ODOT TRAFFIC BOUND SURFACE COURSE TYPE E	TRUCKING TO JOB SITE	TON	200.00		
7	411(S3)	ODOT (SP) ASPH. CONC. TYPE S3 (PG 64- 22 OK)	MATERIALS ONLY	TON	1200.00		
8	411(S3)	TRUCKING - ODOT (SP) ASPH. CONC. TYPE S3 (PG 64-22 OK)	TRUCKING TO JOB SITE	TON	1200.00		
9	411(S4)	ODOT (SP) ASPH. CONC. TYPE S4 (PG 64- 22 OK)	MATERIALS ONLY	TON	480.00		
10	411(S4)	TRUCKING - ODOT (SP) ASPH. CONC. TYPE S4 (PG 64-22 OK)	TRUCKING TO JOB SITE	TON	480.00		

ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
 COUNTY OF _____)

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

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

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

(If none of the business relationships hereinabove mentioned exist, Affiant should so state.)

 Affiant

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

 Notary Public

My Commission Expires: _____

NOTE: This form is to be submitted with the bid.

NONCOLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Affiant Signature

Type or Printed Name

Title

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

Place
Seal
Here

Notary Public

My Commission Expires:_____

NOTE: This form is to be submitted with the bid.

SECTION III – CONTRACT DOCUMENTS

**AGREEMENT
BETWEEN OWNER AND MATERIALS SUPPLIER
FOR CONSTRUCTION CONTRACT (UNIT PRICE)**

THIS AGREEMENT is by and between _____ (“Owner”) and
_____, (“Materials Supplier”).

Owner and Materials Supplier hereby agree as follows:

ARTICLE 1 – WORK

1.01 Materials Supplier shall deliver all materials as specified generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Country Club Road Improvements

ARTICLE 3 – ENGINEER

3.01 The Owner has retained Wall Engineering, LLC (“Engineer”) to act as Owner’s representative

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. Materials Supplier is to furnish and/or deliver the required materials as required by the City of Durant so as not to delay the project

ARTICLE 5 – CONTRACT PRICE

5.01 *Owner shall pay Materials Supplier an amount equal to the sum of the extended prices based on the actual quantity delivered to the project site.*

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Materials Supplier shall submit Applications for Payment. Applications for Payment will be processed by Engineer and provided to the Owner for payment.

ARTICLE 7 – MATERIALS SUPPLIER'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Materials Supplier makes the following representations:

- A. Materials Supplier has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Materials Supplier has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Materials Supplier is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Materials Supplier is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

ARTICLE 8 – MISCELLANEOUS

8.01 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.02 *Successors and Assigns*

- A. Owner and Materials Supplier each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Materials Supplier, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
-

8.04 *Materials Supplier's Certifications*

- A. Materials Supplier certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and Materials Supplier have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER:

MATERIALS SUPPLIER:

By:

By:

Title:

Title:

*(If Materials Supplier is a corporation, a partnership,
or a joint venture, attach evidence of authority to
sign.)*

Attest:

Attest:

Title:

Title:

Address for giving notices:

Address for giving notices:

License No.: NA
(where applicable)

*(If Owner is a corporation, attach evidence of authority
to sign. If Owner is a public body, attach evidence of
authority to sign and resolution or other documents
authorizing execution of this Agreement.)*

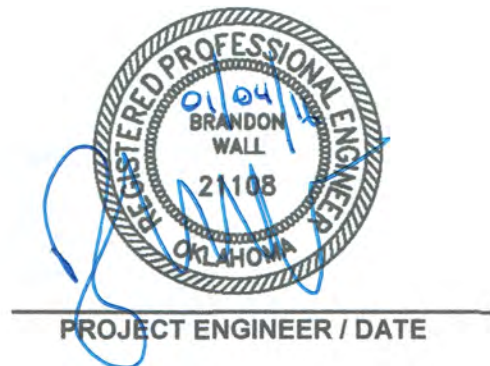
CITY OF DURANT

COUNTRY CLUB ROAD MATERIALS AGG BASE & CONCRETE PIPE

RFAB # 2015-036

Grant # 16246 CDBG-ED 14

BIDDING DOCUMENTS



JANUARY 2016

Certificate of Authorization # 5413
Expiration Date: 6/30/17



PO BOX 1457, Durant, OK 74702
325 W. Evergreen, Durant, OK, 74701

SECTION I – INFORMATIONAL ITEMS

ADVERTISEMENT FOR SEALED BIDS

RFAB # 2015-036

Grant # 16246 CDBG-ED 14

Sealed Bids for the materials supply for the **Country Club Road Improvements RFAB # 2015-036** will be received by **City of Durant, City Clerk, Room # 103 at 300 West Evergreen , Durant, OK** until **2:00pm** local time on **January 21st, 2016**. The sealed bids will be opened and read aloud at the **Durant City Hall, Conference Room, 300 West Evergreen** following receipt. The Project consists of **supply of concrete pipe, concrete pipe end sections, & aggregate base rock for construction by City of Durant.**

The Issuing Office for the Bidding Documents is: **Wall Engineering, 325 W. Evergreen, Durant, OK 74701, (580) 317-4104**. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of **9am-4pm**, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents also may be examined at the office of the **City of Durant, City Clerk, Room #103, Phone (580) 931-6641** on Mondays through Fridays between the hours of **8am-5pm** and the office of the Engineer, **Wall Engineering, 325 W. Evergreen, Durant, OK 74701, (580) 317-4104**, on Mondays through Fridays between the hours of **9am-3pm**.

Printed Bidding Documents may be obtained from the Issuing Office during the hours indicated above either via in-person pick-up or via mail. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office.

Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Owner: **City of Durant**

By: **Cynthia Price**

Title: **Clerk**

Date: **Thursday, January 7th, 2016**

+ + END OF ADVERTISEMENT FOR SEALED BIDS + +

GENERAL PROJECT INSTRUCTIONS

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ARTICLE 3 – GOVERNING SPECIFICATIONS	1

ARTICLE 1 – INFORMATION FOR BIDDERS

- 1.01 The included Information for Bidders outlines the specifics of bid submission

ARTICLE 2 – GENERAL

- 2.01 The City of Durant is constructing improvements along Country Club Road from the intersection with the US-70 Bypass east to McLean Road
- 2.02 The City intends to purchase materials from the low bid materials supplier(s) over the construction period of February to October
- 2.03 The materials are FOB to the site unless otherwise noted (some materials are being bid with materials and trucking separate)
- 2.04 It is the intent of the City of Durant to award the lowest bid on each of the individual item. Multiple contracts would be anticipated

ARTICLE 3 – GOVERNING SPECIFICATIONS

- 3.01 The 2009 Oklahoma Department of Transportation Standard Specification for Highway Construction will govern materials supplied

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Materials supply and do not authorize or confer a license

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
 - B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Materials supply;
 - C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Materials supply;

ARTICLE 4 – INTERPRETATIONS AND ADDENDA

- 4.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 5 – CONTRACT TIMES

- 5.01 The City of Durant intends to award the contracts in January and commence construction in February and complete on or before October 1. Materials delivery will be “at will” by the City over the period of construction. Pricing stated in the bid proposal will be held firm over that period of construction (January 31 – October 1)

ARTICLE 6 – PREPARATION OF BID

- 6.01 The Bid Form is included with the Bidding Documents.
- A. Bidders may submit a Bid on any individual item or any combination of items, as set forth in the Bid Form.

- 6.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 6.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 6.04 A Bid by an individual shall show the Bidder's name and official address.
- 6.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 6.06 All names shall be printed in ink below the signatures.
- 6.07 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

ARTICLE 7 – BASIS OF BID

- 7.01 Sectional Bids
 - A. Bidders may submit a Bid on any individual item or any combination of items, as set forth in the Bid Form.
 - B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.
 - C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.
 - D. Bidders offering a Bid on one or more sections shall be capable of completing the Materials supply covered by those sections within the time period stated in the Agreement.

ARTICLE 8 – SUBMITTAL OF BID

- 8.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with other documents required.
- 8.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the City of Durant at the Address in the bid advertisement.
- 8.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 9 – MODIFICATION AND WITHDRAWAL OF BID

- 9.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 9.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 9.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid.

ARTICLE 10 – OPENING OF BIDS

- 10.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 11 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 11.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 12 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 12.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Materials supply.
- 12.02 If Owner awards the contract for the Materials supply, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 12.03 Evaluation of Bids
 - A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements
 - B. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Materials supply.
- 12.04 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed materials suppliers

ARTICLE 13 – SALES AND USE TAXES

13.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated

SECTION II – BIDDING DOCUMENTS

BID FORM

[Insert Project Identification]

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ARTICLE 6 – Time of Completion.....	2
ARTICLE 7 – Attachments to this Bid.....	2
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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Durant

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- B. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the prices indicated in the Bid Proposal which is included and made a part of this section by reference.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the materials bid will remained unchanged over the stated construction period

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Bid Proposal
 - B. Business Relationships Affidavit
 - C. Noncollusion Affidavit

[REST OF PAGE INTENTIONALLY LEFT BLANK]

ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

BID PROPOSAL

BID ITEM #	ODOT SPEC #	PAY ITEM	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	303	ODOT AGGREGATE BASE TYPE A	TONS	7240.00		
2	613(A)	36"x22" CONCRETE ARCH PIPE (MIN 30" EQIV)	LF	150.00		
3	613(L)	36"x22" PREFAB CONC END SECTION	EA	6.00		

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)
) **SS.**
COUNTY OF _____)

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

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

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

(If none of the business relationships hereinabove mentioned exist, Affiant should so state.)

Affiant

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

Notary Public

My Commission Expires: _____

NOTE: This form is to be submitted with the bid.

NONCOLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Affiant Signature

Type or Printed Name

Title

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

Place
Seal
Here

Notary Public

My Commission Expires:_____

NOTE: This form is to be submitted with the bid.

SECTION III – CONTRACT DOCUMENTS

**AGREEMENT
BETWEEN OWNER AND MATERIALS SUPPLIER
FOR CONSTRUCTION CONTRACT (UNIT PRICE)**

THIS AGREEMENT is by and between _____ (“Owner”) and
_____ (“Materials
Supplier”).

Owner and Materials Supplier hereby agree as follows:

ARTICLE 1 – WORK

1.01 Materials Supplier shall deliver all materials as specified generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Country Club Road Improvements

ARTICLE 3 – ENGINEER

3.01 The Owner has retained Wall Engineering, LLC (“Engineer”) to act as Owner’s representative

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. Materials Supplier is to furnish and/or deliver the required materials as required by the City of Durant so as not to delay the project

ARTICLE 5 – CONTRACT PRICE

5.01 *Owner shall pay Materials Supplier an amount equal to the sum of the extended prices based on the actual quantity delivered to the project site.*

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Materials Supplier shall submit Applications for Payment. Applications for Payment will be processed by Engineer and provided to the Owner for payment.

ARTICLE 7 – MATERIALS SUPPLIER’S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Materials Supplier makes the following representations:

- A. Materials Supplier has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Materials Supplier has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Materials Supplier is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Materials Supplier is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

ARTICLE 8 – MISCELLANEOUS

8.01 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.02 *Successors and Assigns*

- A. Owner and Materials Supplier each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Materials Supplier, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.04 *Materials Supplier's Certifications*

- A. Materials Supplier certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and Materials Supplier have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER:

MATERIALS SUPPLIER:

By: _____

By: _____

Title: _____

Title: _____

*(If Materials Supplier is a corporation, a partnership,
or a joint venture, attach evidence of authority to
sign.)*

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

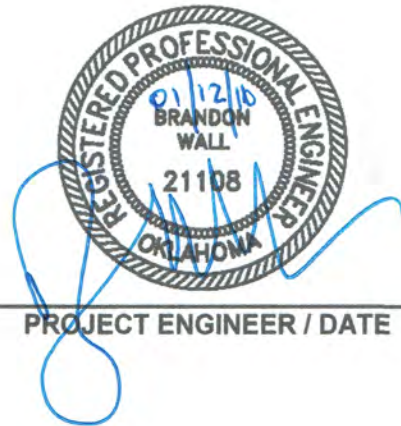
License No.: NA
(where applicable)

*(If Owner is a corporation, attach evidence of authority
to sign. If Owner is a public body, attach evidence of
authority to sign and resolution or other documents
authorizing execution of this Agreement.)*

CITY OF DURANT

COUNTRY CLUB ROAD IMPROVEMENTS
FENCING CONSTRUCTION

PROJECT MANUAL
AND
BIDDING DOCUMENTS



January 2016

Certificate of Authorization # 5413
Expiration Date: 6/30/17



PO BOX 1457, Durant, OK 74702
325 W. Evergreen, Durant, OK, 74701

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Instructions for Bidders (not to be submitted with bid)

Statement of Qualifications

Bid Form

Bid Proposal

Business Relationships Affidavit

Noncollusion Affidavit

Section 3 Plan

Payroll Affidavit

SECTION III – CONTRACT DOCUMENTS

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Agreement – Stipulated Price

Certificate of Insurance

Notice to Proceed

Wage Rates

Supplemental Conditions

Federal Labor Standards Provisions

Equal Opportunity Provisions

Hold Harmless Clause

Certificate of Compliance Air/Water Acts

Special Conditions Pertaining to Hazards...

Exhibit C - Notification to the Department of Labor

SECTION IV – CONSTRUCTION FORMS

Claim or Invoice Affidavit

******* All “Section I” documents are to be submitted with Bid unless otherwise noted**

SECTION I – CONSTRUCTION INFORMATION

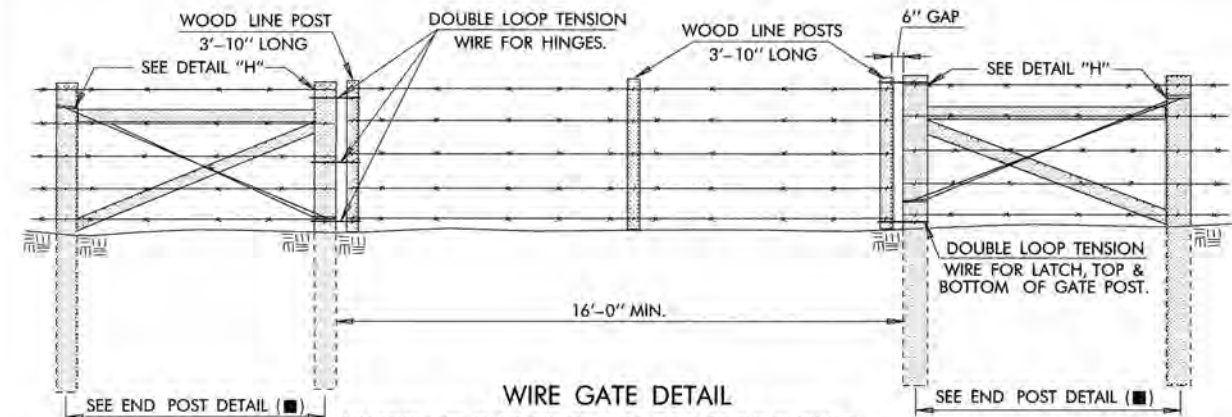
CONSTRUCTION NOTES:

1. ALL FENCING MATERIALS & METHODS SHALL CONFORM WITH OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST REVISION.
2. ALL CONSTRUCTION DEBRIS SHALL BE DISPOSED OF AS DIRECTED BY THE OWNER AND IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.
3. ROADSIDE HAZARDS SHALL BE COMPLETELY BARRICADED AROUND THEIR PERIMETER FOR THE SAFETY OF PEDESTRIANS AND VEHICLES.
4. CONSTRUCTION AREA SHALL BE SMOOTHLY GRADED AND LEFT FREE OF RUTS, TRACKS, AND DEBRIS UPON FINAL CLEANUP. CONTRACTOR SHALL MAINTAIN A TIDY AND WELL ORGANIZED SITE THROUGHOUT CONSTRUCTION.
5. SURVEY CONTROL WILL BE PROVIDED BY THE CITY OF DURANT.
6. EXISTING FENCE TO REMAIN IN PLACE UNTIL COMPLETION OF NEW FENCE. EXISTING FENCE TO BE REMOVED AFTER CONSTRUCTION & BECOME PROPERTY OF CONTRACTOR.
7. FENCE SHALL BE 5 WIRE, 4 BARB.
8. THE FOLLOWING SHALL BE INCLUDED, AT A MINIMUM:

FENCE-	5,300 L.F.
CROSS FENCE CONNECTIONS-	5 EA.
GATE (WIRE)-	5 EA.
FAN-	3 EA.
STRETCHER POST ASSEMBLY-	12 EA.
9. CONTRACTOR TO REVIEW EXISTING FENCE LAYOUT & WHERE CONNECTIONS TO EXISTING FENCE WILL BE REQUIRED.

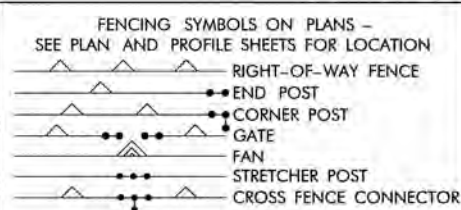
DRAWN JA	SCALE N.T.S.	CITY OF DURANT BRYAN COUNTY, OKLAHOMA	 Wall Engineering Engineering Better Communities	EXHIBIT 1
PROJECT NO. DU-15-01	DATE 1/16	COUNTRY CLUB ROAD IMPROVEMENTS GENERAL CONSTRUCTION NOTES		

REVISIONS		DATE
DESCRIPTION		

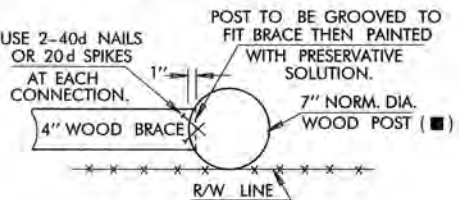


WIRE GATE DETAIL

LOCATION OF GATES TO BE DETERMINED BY THE ENGINEER. OTHER TYPES OF GATES MAY BE SUBSTITUTED FOR THE WIRE GATE, SUCH AS PREFABRICATED PIPE TUBING TYPES OR RANCH STYLE METAL PANEL TYPE, IF APPROVED BY THE ENGINEER. COST OF WIRE GATE SHALL BE INCLUDED IN THE PRICE BID FOR FENCE.

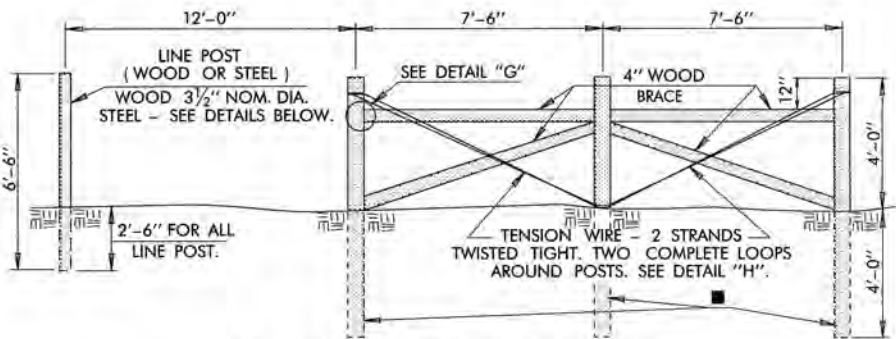


POST SHALL MEET REQUIREMENTS OF AASHTO M 281.



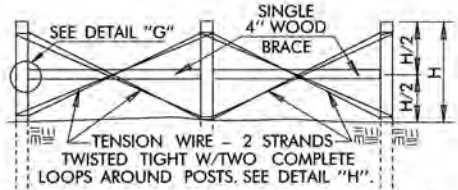
DETAIL "G"

IF 3 1/2 " DIA. x 8'-0" LONG GALV. STEEL (SCH. 40) PIPE IS USED AS ALTERNATE POST (■), THEN 2" DIA. GALV. STEEL PIPES (SCH. 40) WILL BE USED AS BRACING AND ATTACHED USING STANDARD CHAIN LINK FENCE HARDWARE MEETING THE REQUIREMENTS OF AASHTO M 181 & ASTM A53. SEE CHAINLINK DETAILS ON ROADWAY STANDARD RWF3-2.

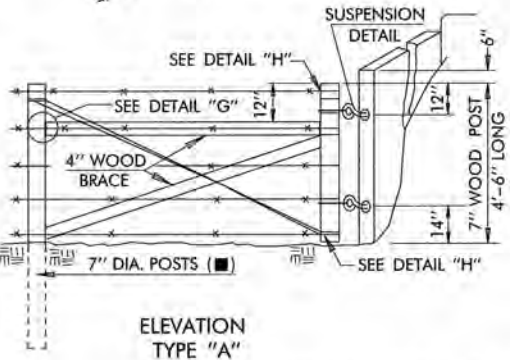
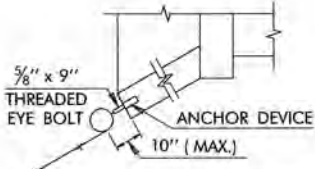


CORNER & STRETCHER POSTS DETAIL

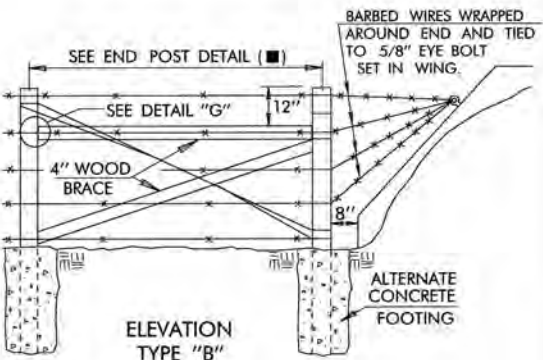
USE STRETCHER DETAILS AT ALL CORNERS, BENDS IN R/W, ON HILLTOPS, IN VALLEYS OR DEEP DEPRESSIONS, AND AT 500' MAXIMUM SPACING.



CORNER & STRETCHER POSTS DETAIL ALTERNATIVE



ELEVATION TYPE "A"



ELEVATION TYPE "B"

CONNECTIONS AT CULVERTS

GENERAL NOTES

- ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2009 ODOT STANDARD SPECIFICATIONS.
- FENCE, IN GENERAL, SHALL BE ON OUTSIDE OF POSTS AWAY FROM CENTERLINE OF HIGHWAY AND CONSTRUCTED ON THE PERMANENT RIGHT-OF-WAY (EXCEPTIONS ARE CORNERS AND CURVES).
- HINGES AND LOOP LATCH ON WIRE GATES SHALL BE FABRICATED FROM TENSION WIRE. THE HINGES (3 PER POST) SHALL BE FORMED OF DOUBLE LOOPS ON THE GATE POST. THE LOOP HINGES AROUND THE WIRE GATE POST SHALL BE FORMED LOOSE FOR EASE OF MOVEMENT. THE TOP 2 (TOP AND BOTTOM) LOOP STRETCHER POSTS TO BE USED IN GENERAL AT HILL TOPS AND AT BOTTOM OF VALLEYS AND AT A MAXIMUM OF 500 FEET APART.
- ALL MISCELLANEOUS HARDWARE SHALL BE FURNISHED GALVANIZED OR ALUMINUM COATED. ALL ALTERNATIVE METAL PIPE POSTS SHALL BE CAPPED.

BASIS OF PAYMENT

ITEM NO.	ITEM	UNIT
624 (C)	FENCE, STYLE SWF (● BARBED WIRES)	L.F.
624 (C)	FENCE, STYLE SWF (● SMOOTH WIRES)	L.F.
624 (C)	FENCE, STYLE SWF (● BARBLESS WIRES)	L.F.

● NUMBER OF STRANDS



APPROVED BY ROADWAY ENGINEER: *Timothy A. Rogers* DATE: 12/2/09
ROADWAY STANDARD

RIGHT-OF-WAY FENCE STYLE SWF
(STRAND WIRE FENCE)

2009 SPECIFICATIONS

RWF2-2

0

R-67

SECTION II – BIDDING DOCUMENTS

ADVERTISEMENT FOR SEALED BIDS

RFAB # 2015-036

Grant # 16246 CDBG-ED 14

Sealed Bids for the construction of the **Fencing (5 Wire, Barbed) for the Country Club Road Improvements RFAB # 2015-036** will be received by **City of Durant, City Clerk, Room # 103 at 300 West Evergreen , Durant, OK** until **2:00pm** local time on **January 28th, 2016**. The sealed bids will be opened and read aloud at the **Durant City Hall, Conference Room, 300 West Evergreen** following receipt. The Project consists of **construction of 5300' of 5 Wire Barbed Fencing along Country Club Road**. **All bids must include assurances that the following provisions will be complied with:**

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

The Issuing Office for the Bidding Documents is: **Wall Engineering, 325 W. Evergreen, Durant, OK 74701, (580) 317-4104**. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of **9am-4pm**, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents also may be examined at the office of the **City of Durant, City Clerk, Room #103, Phone (580) 931-6641** on Mondays through Fridays between the hours of **8am-5pm** and the office of the Engineer, **Wall Engineering, 325 W. Evergreen, Durant, OK 74701, (580) 317-4104**, on Mondays through Fridays between the hours of **9am-3pm**.

Printed Bidding Documents may be obtained from the Issuing Office during the hours indicated above either via in-person pick-up or via mail. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office.

Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Owner: **City of Durant**

By: **Cynthia Price**

Title: **Clerk**

Date: **Thursday, January 14th, 2016**

+ + END OF ADVERTISEMENT FOR SEALED BIDS + +

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. The existing site is identified in the Bidding Documents.

4.03 *Site Visit and Testing by Bidders*

A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. NA

4.05 *Other Work at the Site*

- A. Owner will perform work at site as identified in the Bidding Documents

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- E. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- I. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without

exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 NA

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids in the case of a proposed substitute and 5 days prior in the case of a proposed “or-equal.” Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General Conditions after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.
- 11.03 If an award is made, Contractor shall be allowed to submit proposed substitutes and “or-equals” in accordance with the General Conditions.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 Not Used
- 12.02 Not Used
- 12.03 If required by the bidding documents, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the Work.
- 12.04 If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.05 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid

price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
 - 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
 - 13.04 A Bid by an individual shall show the Bidder’s name and official address.
 - 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
 - 13.06 All names shall be printed in ink below the signatures.
 - 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
 - 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
 - 13.09 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is

submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the City of Durant.

- 15.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 19.04 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the Work.

ARTICLE 23 – CONTRACTS TO BE ASSIGNED

- 23.01 None

ARTICLE 24 – WAGE RATE REQUIREMENTS

- 24.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.

STATEMENT OF QUALIFICATIONS:

Bidder

Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: _____

OWNER: _____ ADDRESS: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

2. NAME OF PROJECT: _____

OWNER: _____ ADDRESS: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

3. NAME OF PROJECT: _____

OWNER: _____ ADDRESS: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

4. OTHER PROJECT REFERENCES: _____

NOTE: This form is to be submitted with the bid.

BID FORM

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Durant

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the prices indicated in the Bid Proposal which is included and made a part of this section by reference.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Qualifications Statement
 - F. Bid Form
 - G. Bid Proposal
 - H. Business Relationships Affidavit
 - I. Noncollusion Affidavit
 - J. Payroll Affidavit
 - K. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

BID FORM SECTION 5.01 - BID PROPOSAL

#	ODOT Spec #	Pay Item, including, but not limited to, the following for a complete system / installation	Unit	Quantity	Cost/Unit	Total Cost
1	624 C	Fencing (5 Wire Barbed) to include all posts, wire, corners, gates, bracing, cross fencing, connection to existing, removal of existing, and miscellaneous items required per detail sheet for the lump sum price of	LS	1		

Note: The above outlined itemized list of bid items is intended to include all labors and materials for a complete and operable system as defined.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

NOTE: This form is to be submitted with the bid.

NONCOLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Affiant Signature

Type or Printed Name

Title

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

Place
Seal
Here

Notary Public

My Commission Expires:_____

NOTE: This form is to be submitted with the bid.

Section 3 Plan
NOT REQUIRED BID UNDER \$100,000.00

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

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

What is Section 3? Under Section 3 of the U.S. Department of Housing and Urban Development (HUD) Act of 1968; for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and businesses in that area. ***Covered prime contractors and subcontractor are required to show a good faith effort to:**

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

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

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

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

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

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

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

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

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

 Signature (Prime Contractor or Subcontractor)

 Date

PAYROLL AFFIDAVIT

_____, of lawful age, being first duly sworn, on oath
says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further
states that (s)he has submitted or will submit the required payroll information to the Wage and Hour
Division of the Employment Standards Administration of the United States Department of Labor.
Affiant further states that (s)he is in compliance with the requirements of Title 40 O.S. 1981,
Paragraph 196.9a(B), as amended.

Affiant Signature

Type or Printed Name

Title

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

Place
Seal
Here

Notary Public

My Commission Expires: _____

Note: This form is to be submitted with the bid.

SECTION III – CONTRACT DOCUMENTS

NOTICE OF CONTRACT AWARD

TO: _____

CDBG Contract No.: **16246 CDBG-ED 14**

Project Description: **Country Club Road**
Fencing Construction

Phone#: _____

Wage Rate Dec: _____

Duns #: _____

Construction Type: **HIGHWAY**

FEI #: _____

Mod: #____ Date: _____

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated _____ and _____ and in the Information for Bidders, and opened on _____. You are hereby notified that your bid has been accepted for bid items in the amount of \$ _____. If you fail to execute said agreement and furnish applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner. Dated _____ this _____ day of _____, **20**_____.

Owner: **City of Durant**

By: _____

Typed Name & Title: **Stewart Hoffman, Mayor**

C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by _____ this _____ day of _____, 20____, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: _____ Title: _____ Date: _____

<https://www.sam.gov/portal/SAM/#1>

D. Contractor Information:

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

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Construction of Curb & Gutter

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Wall Engineering, LLC.
- 3.02 The Owner has retained Wall Engineering, LLC (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Contract Times as follows: Days
- B. The work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after the date when the Contract Times commence to run.
- 4.02 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.03 Deleted

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the summation of the unit prices outlined in the bid form and attached as reference to this agreement based on the total base bid of:
-

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of

the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 7 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond
 - 3. Payment bond
 - 4. Maintenance bond
 - 5. General Conditions
 - 6. Supplementary Conditions
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Addenda
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bidding Documents
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto

without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: NA
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)												
PRODUCER	FAX	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
		<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A:														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														

COVERAGES

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 OT ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	Type of Insurance	Policy Number	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS – COMP/OP AGG	\$ \$ \$ \$ \$ \$		
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____ ☐ _____				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$		
		GARAGE LIABILITY ☐ ANY AUTO ☐ _____				AUTO ONLY – EA ACCIDENT OTHER THAN EA ACC AUTO ONLY AGG	\$ \$ \$		
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE AGGREGATE \$ \$ \$	\$ \$ \$ \$		
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> </table> E.L. EACH ACCIDENT E.L. DISEASE – EA EMPLOYEE E.L. DISEASE – POLICY LIMIT	WC STATU-TORY LIMITS	OTH-ER	\$ \$ \$
WC STATU-TORY LIMITS	OTH-ER								
		OTHER							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Durant 300 W Evergreen Durant, OK 74701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE MATERIALLY CHANGED OR CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL GIVE <u>15</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE
--	---

NOTICE TO PROCEED

OWNER NAME: City of Durant

PROJECT NAME: Country Club Road Improvement Fencing Construction

PROJECT LOCATION: Durant, OK

ENGINEER PROJECT NO.: DU-15-01

CONTRACT NO.: 16246 CDBG-ED 14

TYPE OF CONTRACT: Highway

AMOUNT OF CONTRACT: _____

You are hereby notified to commence work on the referenced contract on or before _____, and fully complete all work of said contract within 30 consecutive calendar days thereafter. Your completion date is therefore _____.

The contract provides for an assessment of the sum of \$ 500 as liquidated damages for each consecutive calendar day after the above-established contract completion date the work remains incomplete.

Date this _____ day of _____, 20____.

By: _____
Stewart Hoffman, City of Durant

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged this _____ day of _____, 20____.

By: _____ (Signature)

Printed Name: _____

Title: _____

General Decision Number: OK150020 01/02/2015 OK20

Superseded General Decision Number: OK20140020

State: Oklahoma

Construction Type: Highway

Counties: Atoka, Bryan, Carter, Choctaw, Coal, Garvin, Haskell, Hughes, Johnston, Latimer, Love, Marshall, McCurtain, Murray, Pittsburg, Pontotoc, Pottawatomie, Pushmataha and Seminole Counties in Oklahoma.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

SUOK2011-007 04/18/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)		
Choctaw County.....	\$ 12.87	
Hughes County.....	\$ 11.75	
Love County.....	\$ 12.45	
Pittsburg County.....	\$ 12.49	
Pottawatomie County.....	\$ 12.14	
Remaining Counties.....	\$ 12.53	
CEMENT MASON/CONCRETE FINISHER		
Carter County.....	\$ 11.80	
Choctaw County.....	\$ 12.00	
Love County.....	\$ 12.95	
Pittsburg County.....	\$ 13.70	
Pottawatomie County.....	\$ 12.28	
Remaining Counties.....	\$ 12.65	
FORM WORKER.....	\$ 12.19	
GUARDRAIL INSTALLER (Includes		

Guardrail/Post Driver Work).....\$ 9.70

IRONWORKER, REINFORCING.....\$ 13.63

LABORER

Air/Power Tool Operator
(Includes Handheld
Concrete Saws and Chipping
Guns).....\$ 12.79
Asphalt Raker and Shoveler..\$ 12.35
Common or General
Atoka County.....\$ 10.22
Bryan and Haskell Counties.\$ 10.49
Carter County.....\$ 9.97
Choctaw County.....\$ 10.34
Coal County.....\$ 10.55
Garvin County.....\$ 10.40
Hughes County.....\$ 10.01
Johnston County.....\$ 10.37
Latimer County.....\$ 10.25
Love County.....\$ 10.42
Marshall County.....\$ 11.68
McCurtain County.....\$ 9.82
Murray County.....\$ 9.88
Pittsburg County.....\$ 11.05
Pontotoc County.....\$ 10.48
Pottawatomie County.....\$ 10.60
Pushmataha County.....\$ 10.80
Seminole County.....\$ 10.79
Pipelayer.....\$ 11.13
Traffic Control (Includes
Flagger, Setting Up and
Moving Cones/Barrels).....\$ 11.15
Vibrating Plate.....\$ 12.70

POWER EQUIPMENT OPERATOR:

Asphalt Paver Screed.....\$ 13.99
Asphalt Paving Machine.....\$ 13.11
Asphalt Plant.....\$ 14.70
Backhoe/Trackhoe
Choctaw County.....\$ 13.46
McCurtain County.....\$ 12.52
Pittsburg County.....\$ 16.83
Remaining Counties.....\$ 14.05
Bobcat/Skid Loader.....\$ 12.62
Broom.....\$ 11.02
Bulldozer
Choctaw County.....\$ 14.56
Love County.....\$ 14.35
McCurtain County.....\$ 13.02
Pittsburg.....\$ 14.89
Remaining Counties.....\$ 14.34
Concrete Paving Machine.....\$ 14.42
Concrete Saw
Pittsburg County.....\$ 16.42
Remaining Counties.....\$ 15.02
Crane.....\$ 16.17
Distributor Truck.....\$ 13.25
Excavator.....\$ 14.08
Grader/Blade.....\$ 17.04

Loader (Front End)	
Remaining Counties.....	\$ 13.10
Seminole County.....	\$ 13.39
Mechanic.....	\$ 17.37
Milling Machine.....	\$ 14.16
Mixer.....	\$ 14.56
Oiler.....	\$ 16.06
Roller (Asphalt).....	\$ 12.61
Roller (Dirt Compaction)....	\$ 11.86
Rotomill.....	\$ 17.33
Scraper.....	\$ 14.62
Stripping Machine.....	\$ 12.13
Tractor/Box Blade.....	\$ 12.46
Transfer Material Machine...	\$ 12.38
Trencher.....	\$ 14.66

0.75

TRUCK DRIVER

Concrete Truck.....	\$ 14.22
Dump Truck.....	\$ 14.42
Flatbed Truck.....	\$ 16.18
Lowboy/Float.....	\$ 14.99
Off the Road Truck.....	\$ 12.63
Single Axle Truck	
(Includes Pilot Car).....	\$ 13.15
Straight Truck.....	\$ 15.92
Tandem Axle/Semi Trailer	
Carter County.....	\$ 16.61
Choctaw County.....	\$ 14.43
Love County.....	\$ 14.06
Pittsburg County.....	\$ 15.68
Remaining Counties.....	\$ 14.76
Seminole County.....	\$ 16.12
Water Truck.....	\$ 12.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

☐

ADDITIONAL SUPPLEMENTAL GENERAL CONDITIONS - CDBG PROJECTS

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

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

1. CONTRACT APPROVAL:

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

2. CONTRACT CHANGE ORDERS:

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

of final measurements. All changes must be recorded on a contract change order before they can be included in a partial payment estimate.

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

3. PARTIAL PAYMENT ESTIMATES:

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

4. CONFLICT OF INTEREST:

a. Unacceptable Bidders:

- (1) No engineer or architect (individual or firm, including persons they employ) who has prepared plans and specifications will be considered an acceptable bidder.

Any firm or corporation in which such engineer or architect (including persons they employ) is an officer or an employee or holds or controls a substantial interest will not be considered an acceptable bidder.

- (2) Contracts or purchases by the Contractor shall not be awarded or made to a supplier or manufacturer if the engineer or architect (firm or individual) who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Bids will not be awarded to firms or corporations owned or controlled wholly or in part by a member of the governing body of the Owner or to an individual who is such a member.

- b. None of the Owner's officers, employees or agents shall engage in the award or administration of this contract if a conflict of interest, real or apparent would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his partner or an organization which employs him or is about to employ him, or any of the above, has a financial or other interest in the Contractor. None of the Owner's officers, employees or agents shall solicit or accept gratuities, favors or anything of monetary value from the Contractor or subcontractor.

5. PROTECTION OF LIVES AND PROPERTY:

- a. In order to protect the lives and health of its employees under the contract, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State safety and health agency requirements.
- b. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, appurtenances and methods and for any damage which may result from their failure or their improper construction, maintenance or operation.

6. REMEDIES: Unless otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question

between the Owner and the Contractor arising out of or relating to this contract or the breach thereof will be decided by arbitration, if the parties mutually agree, or in a court of competent jurisdiction with the State in which the Owner is located.

- a. The arbitration provisions of this section may be initiated by either party to this contract by filing with the other party and the engineer/architect a written request for arbitration.
- b. Each party to this contract will appoint one arbitrator and the two arbitrators will select the third arbitrator.
- c. The arbitrators will select a hearing location as close to the Owner's locale as possible.
- d. The procedure for conducting the hearing will follow the Construction Industry Arbitration Rules of the American Arbitration Association.

7. GRATUITIES:

- a. If the Owner finds, after a notice and hearing, that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Owner in an attempt to secure this contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the Owner may, by written notice to the Contractor, terminate this contract. The Owner may also pursue other rights and remedies that the Law or this contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the remedies clause of this contract.
- b. In the event this contract is terminated as provided in paragraph 7.a., the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount determined by the Owner, which shall be not less than three nor more than ten times the cost the Contractor incurs in providing any gratuities to any such officer or employee.

8. AUDIT AND ACCESS TO RECORDS: For all negotiated contracts except those of \$10,000 or less, HUD, the Comptroller General, the Owner or any of their duly-authorized representatives shall have access to any books, documents, papers and records of the Contractor

which are pertinent to the contract for the purpose of making audits, examination, excerpts and transcriptions. The Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.

9. SMALL, MINORITY AND WOMEN'S BUSINESSES: If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall consist of:
 - a. Including qualified small, minority and women's businesses on solicitation lists;
 - b. Assuring that small, minority and women's businesses on solicited whenever they are potential sources;
 - c. Dividing total requirements when economically feasible;
 - d. Establishing delivery schedules where the requirements of the work permit, which will encourage participation by small, minority and women's businesses.
 - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce;
 - f. Requiring each party to a subcontract to take the affirmative steps of this section; and
 - g. Contractors are encouraged to procure goods and services from labor surplus area firms.
10. ANTI-KICKBACK: The Contractor shall comply with the Copeland Anti-Kickback Act (18 USC §874) as supplemented in Department of Labor regulations 929 CFR 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public facilities to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to FmHA.
11. VIOLATING FACILITIES: Where this contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders or requirements issued under the Clean Water Act (33 USC §1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR 15), which prohibit the awarding of non-exempt Federal contracts, grants or loans to facilities included on the EPS's list of violating facilities. The Contractor will report violations to the EPA.

12. STATE ENERGY POLICY: The Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan shall be utilized.
13. EQUAL OPPORTUNITY REQUIREMENTS: For all contracts in excess of \$10,000, the Contractor shall comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR 60).
 - a. The Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications as set forth in 41 CFR 60-4, and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.
 - b. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Program within 10 working days of the award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.
14. NON-RESIDENT CONTRACTOR REGISTRATION: Any non-resident Contractor doing business in the State of Oklahoma shall register with the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the State Industrial Court and the County Assessor of each county in which contract work will be performed. This must be done prior to commencing work under the contract.

15. PAYMENT FOR MATERIAL STORED ON SITE: The following items will be required if the Contractor requests payment for material stored on the site (see Paragraph 19.b. of the General Conditions):
 - a. Invoices, approved and initialed by the consulting engineer and the Owner, showing the quantity, size, cost, etc., of the material;
 - b. Payment will be made only for material stored in a location approved by the Owner. The storage area must provide adequate protection from the elements and the material must be stored so it can be promptly inspected. Material strung throughout the job site will not be considered properly stored.
 - c. The ten percent retainer that applies to material installed will also apply to materials stored on the site;
 - d. When payment for material stored on the site is received, a paid invoice for that payment from the supplier must be submitted to the Owner prior to the payment of the next partial pay estimate.
16. CHANGE ORDER APPROVAL: All change orders must be approved by the Owner.
17. FINAL INSPECTION: A final inspection will be made by the Owner before final payment is made. Final payment will not be made until the Owner certifies in writing that the construction has been completed as planned. If the Oklahoma State Department of Environmental Quality has issued a permit and approved the plans and specifications on this project, they must concur in the final inspection.
18. PARTIAL OCCUPANCY AND USE: The Owner, upon advance written notification to the Contractor, shall have the right to occupy and use any completed or partially-completed portions of the project, regardless of the percentage of completion of the entire project, when such occupancy and use is to the Owner's best interest. Such partial occupancy and use shall be upon the following terms:
 - a. The engineer shall make an inspection of the portion or portions of the project concerned and report to the Owner his findings as to the acceptability and completeness of the work. The engineer's report shall include a list of items to be completed or corrected before final payment.
 - b. The Owner, upon acceptance of the engineer's report, shall give written notice to the Contractor of the Owner's intent to occupy and use said portions of the project. The Owner's notice shall include a copy of the engineer's

report, shall clearly identify the portions of the project to be occupied and used and shall establish the date of said occupancy and use.

- c. From the date thus established, the Owner shall assume all responsibilities for operation, maintenance and the furnishing of water, gas and electrical power for the portions of the project thus occupied and used. The Owner shall have the right to exclude the Contractor from those portions of the project but shall provide the Contractor with reasonable access to complete or correct necessary items of work.
 - d. The guarantee required by the General Conditions shall not begin until completion and final acceptance of the entire project except as to items of equipment specified, such as instrumentation, electrical and mechanical equipment, which are thus used by the Owner. For said equipment, the warranty shall start from the date established in the written notice from the Owner.
 - e. Occupancy or use of any space in the project shall not constitute acceptance of work not performed in accordance with the contract or relieve the Contractor of liability to perform any work required by the contract but not completed at the time of said occupancy and use.
 - f. The Contractor shall not be held responsible for fair wear and tear or damage resulting from said occupancy except to the extent such damage is covered by the warranty.
 - g. The partial occupancy and use of any portion or portions of the project by the Owner shall not constitute grounds for claims by the Contractor for release of any amounts retained from payments under the provisions of the contract. The retained amounts will not be due until completion of the entire project for final acceptance and final payment as set forth in the General Conditions.
19. PERMITS REQUIRING TIME SCHEDULE: The Contractor shall be responsible for contacting all Federal, State, County or railroad personnel required to be contacted and as set forth in any permits with respect to time schedule before commencing any work for which a permit is required.
20. CLEAN-UP RELEASE: The Contractor shall secure a cleanup release satisfactory to the Owner from any Federal, State, county or railroad agency after the work for which a permit has been obtained has been completed.

Federal Labor Standards Provisions (Construction Contracts)

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.(1) Apprentices and Trainees. Apprentices.

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

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

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

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

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

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

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this

contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor or the employees or their representatives.

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

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

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

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

C. Health and Safety

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

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

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

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

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

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

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

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

receive consideration without regard to race, color, religion, sex, national origin, disability or covered veteran status.

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

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

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

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

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

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

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

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

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Forms 941;
 - d. "Minority" includes:
 - (1) Black: All persons having origins in any of the black racial groups of Africa;
 - (2) Asians: All persons having origins in any of the original peoples of the Far East,

Southeast Asia, or the Indian Subcontinent including Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam;

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

ance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

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

- a. Ensure and maintain a working environment free of harassment, intimidation or coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such working environment, with specific attention to minority or female individuals working at such sites or in such facilities;
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organization's responses;
- c. Maintain a current file of the names, addresses and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the Union referral process has impeded the Contractor's efforts to meet its obligation.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under II.C.7.b. above;

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

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

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

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

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

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

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

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

IV. CIVIL RIGHTS ACTION OF 1964:

Under Title VI of the Civil Rights Act of 1967, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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

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

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

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

has first agreed to comply with the requirements of these regulations.

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

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

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

and advance in employment physically and mentally disabled individuals.

- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act so such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for non-compliance.

VIII. AGE DISCRIMINATION ACT OF 1975

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

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

- A. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- B. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently-operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment opportunities as may be required.
- C. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the

placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or any job applicant from any particular group of applicants and nothing herein is intended to relieve the Contractor from any requirements of Executive Orders or regulations regarding non-discrimination in employment.

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

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

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

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

**STATE OF OKLAHOMA
HOLD HARMLESS CLAUSE**

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

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

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

Compliance with Air and Water Acts:

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

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

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

**SPECIAL CONDITIONS PERTAINING TO
HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

1. Lead-Based Paint Hazards (Applicable to Contract for Construction or Rehabilitation of Residential Structures): The construction or rehabilitation of residential structures is subject to the U.S. Department of Housing and Urban Development Lead-Based Paint Regulations, 24 CFR 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.
2. Use of Explosives (Modify as Required):
 - a. When the use of explosives is necessary for the performance of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, waterlines or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.
 - b. At least eight (8) hours before blasting is done, the Contractor shall notify all owners of public utility property of the intent to use explosives close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his surety for damages that may be caused by such use.

(Use the address below for projects in Oklahoma)

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

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

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

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

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

FOR PROJECT IN OKLAHOMA, SEND TO:

Association Regional Administrator
USDOL/OFCCP
525 S. Griffin Street
Suite 840
Dallas, Texas 75202
Telephone: (972) 850-2550

SECTION IV – CONSTRUCTION FORMS

CLAIM OR INVOICE AFFIDAVIT

(This form shall accompany the Contractor's Application for Payment)

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

The undersigned _____, of lawful age, being first duly sworn, on oath says that this (invoice, claim, or contract) is true and correct. Affiant further states that the work, services and/or materials as shown by this invoice or claim have been completed and/or supplied in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that he has made no payment, given, or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State of Oklahoma, of money or any other thing of value to obtain payment or the award of this contract.

Contractor

Type or Print Name

Title

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

Place
Seal
Here

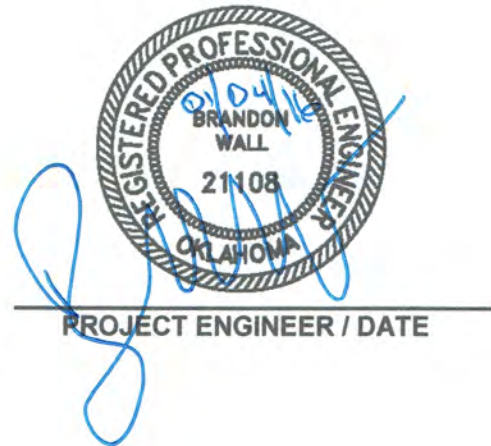
Notary Public

My Commission Expires: _____

CITY OF DURANT

COUNTRY CLUB ROAD IMPROVEMENTS
CURB AND GUTTER CONSTRUCTION

PROJECT MANUAL
AND
BIDDING DOCUMENTS



January 2016

Certificate of Authorization # 5413
Expiration Date: 6/30/17



PO BOX 1457, Durant, OK 74702
325 W. Evergreen, Durant, OK, 74701

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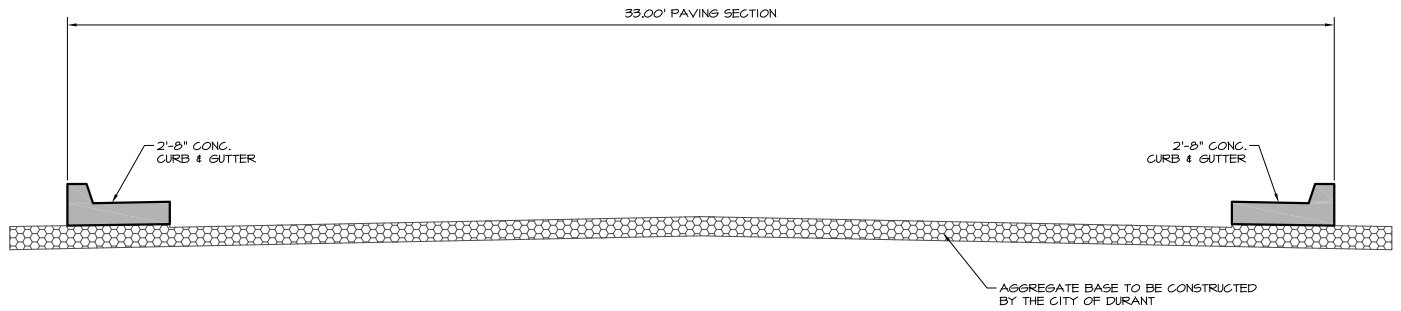
******* All "Section I" documents are to be submitted with Bid unless otherwise noted**

SECTION I – CONSTRUCTION INFORMATION

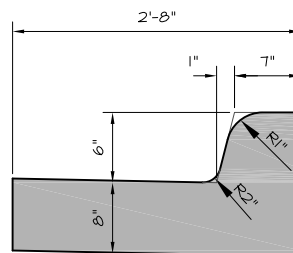
CONSTRUCTION NOTES:

1. ALL CONCRETE MATERIALS & METHODS SHALL CONFORM WITH OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST REVISION.
2. ALL CONSTRUCTION DEBRIS SHALL BE DISPOSED OF AS DIRECTED BY THE OWNER AND IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.
3. ALL CONSTRUCTION SIGNING & TRAFFIC CONTROL SHALL BE DONE IN ACCORDANCE TO THE STANDARDS SET FORTH IN THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST REVISION AND AS SHOWN ON THE STANDARD DRAWINGS.
4. ROADSIDE HAZARDS SHALL BE COMPLETELY BARRICADED AROUND THEIR PERIMETER FOR THE SAFETY OF PEDESTRIANS AND VEHICLES.
5. CONSTRUCTION AREA SHALL BE SMOOTHLY GRADED AND LEFT FREE OF RUTS, TRACKS, AND DEBRIS UPON FINAL CLEANUP. CONTRACTOR SHALL MAINTAIN A TIDY AND WELL ORGANIZED SITE THROUGHOUT CONSTRUCTION.
6. CONTRACTOR SHALL SUBMIT A WORK SCHEDULE TO OWNER PRIOR TO BEGINNING CONSTRUCTION.
7. QUALITY CONTROL AND ACCEPTANCE TESTING TO MEET WITH STANDARDS SITED IN THE CONTRACT DOCUMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. COST SHALL BE INCLUDED IN OTHER ITEMS OF WORK.
8. THE CONTRACTOR SHALL ESTABLISH, INSTALL, OPERATE, AND MAINTAIN COMPLETE AND ADEQUATE AND SAFE TRAFFIC CONTROLS DURING THE ENTIRE CONSTRUCTION PERIOD. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST REVISION.
9. SURVEY CONTROL WILL BE PROVIDED BY THE CITY OF DURANT.
10. COMPACTED AGGREGATE BASE FOUNDATION FOR INSTALLATION OF CURB & GUTTER WILL BE PROVIDED BY THE CITY OF DURANT. THE AGGREGATE BASE WILL BE INSTALL BY THE CITY OF DURANT AT THE CORRECT GRADE & SLOPE.
11. THE PROJECT WILL BE CONSTRUCTED 1/2 AT A TIME. TWO MOBILIZATIONS WILL BE REQUIRED PER THE BID SCHEDULE.
12. CONCRETE SHALL BE ODOT CLASS A (3,000 P.S.I. MIN.)

DRAWN JA	SCALE N.T.S.	CITY OF DURANT BRYAN COUNTY, OKLAHOMA	 Wall Engineering Engineering Better Communities	EXHIBIT
PROJECT NO. DU-15-01	DATE 12/15	COUNTRY CLUB ROAD IMPROVEMENTS TYPICAL SECTION		2

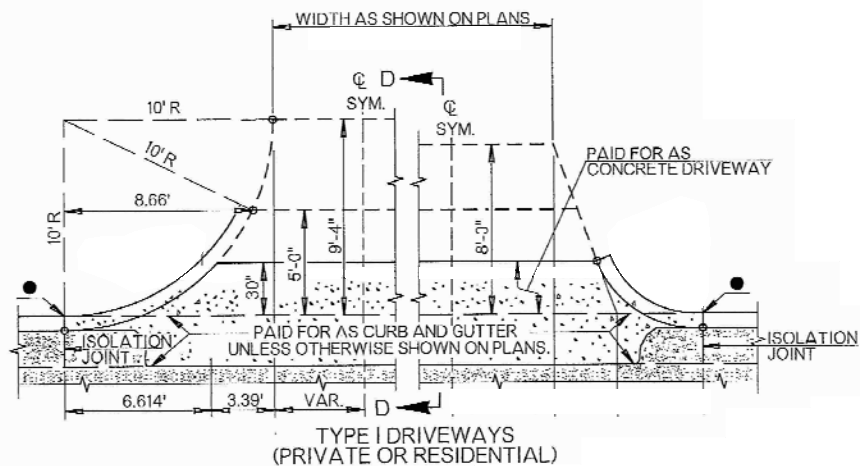


TYPICAL SECTION

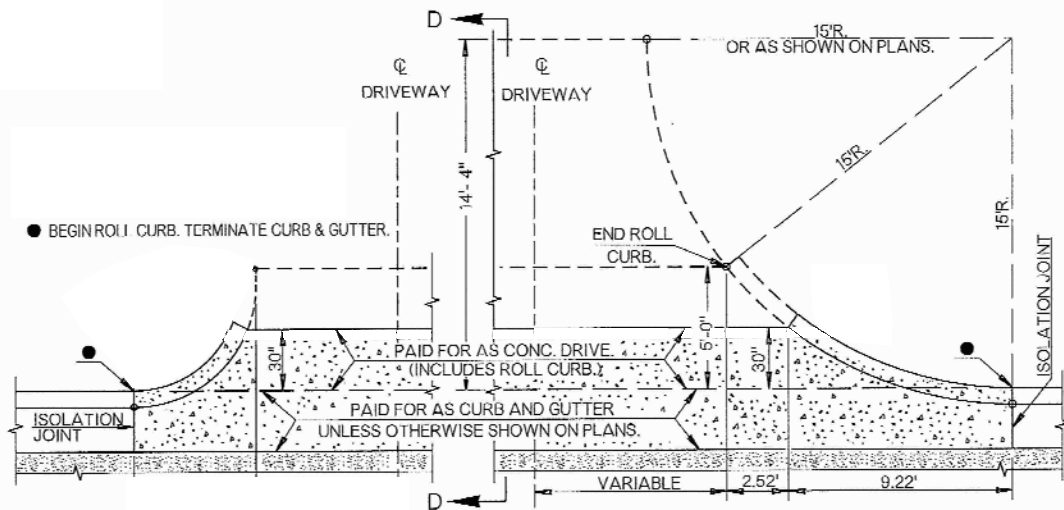


CURB & GUTTER DETAIL
N.T.S.

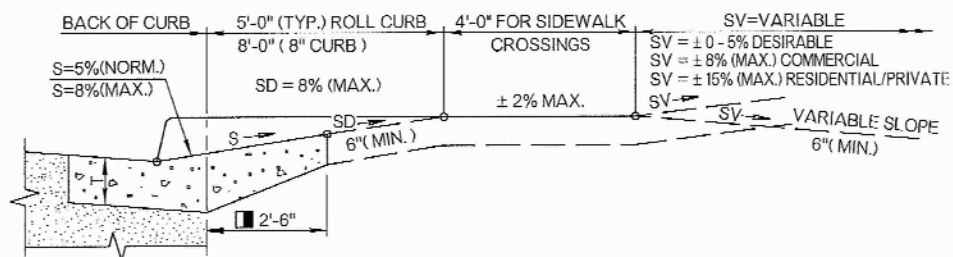
DRAWN JA	SCALE N.T.S.	CITY OF DURANT BRYAN COUNTY, OKLAHOMA	 Wall Engineering Engineering Better Communities	EXHIBIT 3
PROJECT NO. DU-15-01	DATE 12/15	COUNTRY CLUB ROAD IMPROVEMENTS TYPICAL SECTION		



● BEGIN ROLL CURB. TERMINATE CURB & GUTTER.



TYPE 2 & 2A COMMERCIAL DRIVEWAYS



SECTION D-D ALONG CL DRIVE

DRAWN

JA

SCALE

N.T.S.

CITY OF DURANT
BRYAN COUNTY, OKLAHOMA

PROJECT NO.

DU-15-01

DATE

12/15

COUNTRY CLUB ROAD IMPROVEMENTS
CONCRETE CONSTRUCTION DETAILS



EXHIBIT

4

SECTION II – BIDDING DOCUMENTS

ADVERTISEMENT FOR SEALED BIDS

RFAB # 2015-036

Grant # 16246 CDBG-ED 14

Sealed Bids for the construction of the **2'-8" Combination Curb & Gutter for the Country Club Road Improvements RFAB # 2015-036** will be received by **City of Durant, City Clerk, Room # 103 at 300 West Evergreen, Durant, OK** until **2:00pm** local time on **January 28th, 2016**. The sealed bids will be opened and read aloud at the **Durant City Hall, Conference Room, 300 West Evergreen** following receipt. The Project consists of **construction of 10,300' of 2'-8" combination curb and gutter along Country Club Road**. **All bids must include assurances that the following provisions will be complied with:**

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

The Issuing Office for the Bidding Documents is: **Wall Engineering, 325 W. Evergreen, Durant, OK 74701, (580) 317-4104**. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of **9am-4pm**, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents also may be examined at the office of the **City of Durant, City Clerk, Room #103, Phone (580) 931-6641** on Mondays through Fridays between the hours of **8am-5pm** and the office of the Engineer, **Wall Engineering, 325 W. Evergreen, Durant, OK 74701, (580) 317-4104**, on Mondays through Fridays between the hours of **9am-3pm**.

Printed Bidding Documents may be obtained from the Issuing Office during the hours indicated above either via in-person pick-up or via mail. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office.

Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Owner: **City of Durant**

By: **Cynthia Price**

Title: **Clerk**

Date: **Thursday, January 7th, 2016**

+ + END OF ADVERTISEMENT FOR SEALED BIDS + +

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. The existing site is identified in the Bidding Documents.

4.03 *Site Visit and Testing by Bidders*

A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. NA

4.05 *Other Work at the Site*

- A. Owner will perform work at site as identified in the Bidding Documents

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- E. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- I. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without

exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 NA

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids in the case of a proposed substitute and 5 days prior in the case of a proposed “or-equal.” Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General Conditions after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.
- 11.03 If an award is made, Contractor shall be allowed to submit proposed substitutes and “or-equals” in accordance with the General Conditions.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 Not Used
- 12.02 Not Used
- 12.03 If required by the bidding documents, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the Work.
- 12.04 If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.05 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid

price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder’s name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is

submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the City of Durant.

- 15.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 19.04 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the Work.

ARTICLE 23 – CONTRACTS TO BE ASSIGNED

- 23.01 None

ARTICLE 24 – WAGE RATE REQUIREMENTS

- 24.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.

STATEMENT OF QUALIFICATIONS:

Bidder

Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: _____

OWNER: _____ ADDRESS: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

2. NAME OF PROJECT: _____

OWNER: _____ ADDRESS: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

3. NAME OF PROJECT: _____

OWNER: _____ ADDRESS: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

4. OTHER PROJECT REFERENCES: _____

NOTE: This form is to be submitted with the bid.

BID FORM

[Insert Project Identification]

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Durant

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the prices indicated in the Bid Proposal which is included and made a part of this section by reference.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Qualifications Statement
 - F. Bid Form
 - G. Bid Proposal
 - H. Business Relationships Affidavit
 - I. Noncollusion Affidavit
 - J. Payroll Affidavit
 - K. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

BID FORM SECTION 5.01 - BID PROPOSAL					
#	Pay Item, including, but not limited to, the following for a complete system / installation	Unit	Quantity	Cost/Unit	Total Cost
SOUTH SIDE OF COUNTRY CLUB ROAD - FIRST MOBILIZATION					
1	Mobilization	LS	1		
2	2'-8" Curb and Gutter	LF	5,226		
3	Type 1 Driveway (12' Wide)	EA	3		
4	Bonding & insurance	LS	1		
5	Construction Traffic Control	LS	1		
6	Construction Material Testing	LS	1		
7	Demobilization	LS	1		
NORTH SIDE OF COUNTRY CLUB ROAD - SECOND MOBILIZATION					
8	Mobilization	LS	1		
9	2'-8" Curb and Gutter	LF	5,247		
10	Type 1 Driveway (10' Wide)	EA	2		
11	Type 1 Driveway (11' Wide)	EA	1		
12	Type 1 Driveway (12' Wide)	EA	2		
13	Type 1 Driveway (16' Wide)	EA	1		
14	Type 1 Driveway (40' Wide)	EA	1		
15	Type 2 Driveway (57' Wide)	EA	1		
16	Type 2 Driveway (64' Wide)	EA	1		
17	Bonding & insurance	LS	1		

BID FORM SECTION 5.01 - BID PROPOSAL					
#	Pay Item, including, but not limited to, the following for a complete system / installation	Unit	Quantity	Cost/Unit	Total Cost
18	Construction Traffic Control	LS	1		
19	Construction Material Testing	LS	1		
20	Demobilization	LS	1		
Total Base Bid					
Note: The above outlined itemized list of bid items is intended to include all labors and materials for a complete and operable system as defined by the plans and specifications. Any items not listed specifically listed should be included in the most applicable line item.					

BID BOND

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

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Durant
300 W Evergreen
Durant, OK 74701

BID

Bid Due Date: January 28, 2016
Description (*Project Name— Include Location*): Country Club Road Improvements
Curb & Gutter Construction

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

By:

Signature (Attach Power of Attorney)

Print Name

Title

Attest:

Signature

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

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

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

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

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

Affiant Signature

Type or Printed Name

Title

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

Place
Seal
Here

Notary Public

My Commission Expires:_____

NOTE: This form is to be submitted with the bid.

NONCOLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Affiant Signature

Type or Printed Name

Title

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

Place
Seal
Here

Notary Public

My Commission Expires:_____

NOTE: This form is to be submitted with the bid.

Section 3 Plan
NOT REQUIRED BID UNDER \$100,000.00

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

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

What is Section 3? Under Section 3 of the U.S. Department of Housing and Urban Development (HUD) Act of 1968; for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and businesses in that area. ***Covered prime contractors and subcontractor are required to show a good faith effort to:**

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

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

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

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

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

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

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

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

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

 Signature (Prime Contractor or Subcontractor)

 Date

PAYROLL AFFIDAVIT

_____, of lawful age, being first duly sworn, on oath
says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further
states that (s)he has submitted or will submit the required payroll information to the Wage and Hour
Division of the Employment Standards Administration of the United States Department of Labor.
Affiant further states that (s)he is in compliance with the requirements of Title 40 O.S. 1981,
Paragraph 196.9a(B), as amended.

Affiant Signature

Type or Printed Name

Title

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

Place
Seal
Here

Notary Public

My Commission Expires: _____

Note: This form is to be submitted with the bid.

SECTION III – CONTRACT DOCUMENTS

NOTICE OF CONTRACT AWARD

TO: _____

CDBG Contract No.: **16246 CDBG-ED 14**

Project Description: **Country Club Road
Improvements**

Phone#: _____

Wage Rate Dec: _____

Duns #: _____

Construction Type: **HIGHWAY**

FEI #: _____

Mod: #____ Date: _____

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated _____ and _____ and in the Information for Bidders, and opened on _____. You are hereby notified that your bid has been accepted for bid items in the amount of \$ _____. If you fail to execute said agreement and furnish applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner. Dated _____ this _____ day of _____, **20**_____.

Owner: **City of Durant**

By: _____

Typed Name & Title: **Stewart Hoffman, Mayor**

C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by _____ this _____ day of _____, 20____, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: _____ Title: _____ Date: _____

<https://www.sam.gov/portal/SAM/#1>

D. Contractor Information:

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

Notice of Award Instructions

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

THIS AGREEMENT is by and between _____ (“Owner”) and
_____. (“Contractor”).

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.03 Deleted

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$_____.
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such

Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 7 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and

drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to , inclusive).
 - 2. Performance bond (pages to , inclusive).
 - 3. Payment bond (pages to , inclusive).
 - 4. Maintenance bond (pages to , inclusive).
 - 5. General Conditions (pages to , inclusive).
 - 6. Supplementary Conditions (pages to , inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of sheets with each sheet bearing the following general title:
 - 9. Addenda (numbers to , inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bidding Documents

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: NA
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

City of Durant
300 W Evergreen
Durant, OK 74701

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*: Country Club Road Improvements Curb and Gutter Construction

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner 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 when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. 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;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. 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:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 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 a contractor selected with the Owners 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 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Paragraph 5.4, and the Owner refuses the payment 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.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 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 5; and

7.3 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.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. 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, successors, and assigns.

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. 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 a declaration of Contractor Default or within two years after the Contractor ceased working 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 periods of limitations 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 page on which their signature appears.

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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 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 for the Contractor for 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.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

STATUTORY BOND

No. _____

KNOW ALL MEN BY THESE PRESENTS;

That we, _____ as Principal, and
_____ a Corporation organized under
laws of _____, as Surety, are held and firmly bound unto the State of
Oklahoma, in the amount of _____
_____ Dollars (\$ _____) for the payment of which we
hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

Dated _____

WHEREAS, the said _____ did on
_____ enter into a certain contract
with _____ City of Durant _____ for construction of _____
_____ Country Club Road Improvements Curb and Gutter Construction _____

WHEREAS, this bond is given in compliance with OKLAHOMA STATUTES ANNOTATED,
1941, Title 61, Sections 1 and 2, as amended.

NOW THEREFORE, the condition of the above obligation is such, that if the Principal shall pay
all indebtedness incurred for labor or material or rental of machinery or equipment furnished in the
construction of said public building or in making said public improvements, then this obligation shall be
void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day first above written.

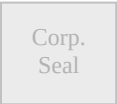
CONTRACTOR AS PRINCIPAL

Company Name

Signature of Principal

Type or Print Name

Title



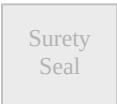
SURETY

Surety Name

Signature of Attorney-In-Fact

Type or Print Name

Name of Surety Company



Attest (Signature)

Title

MAINTENANCE BOND
(Defect Bond)

No. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal,
and _____, a Corporation,

organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto City of Durant, in the penal sum of: _____ (\$_____).

in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the contract price for payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustee, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with City of Durant dated _____, 2016, for: Country Club Road Improvements Curb and Gutter Construction all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of:

Wall Engineering, LLC

NOW, THEREFORE, if said principal shall pay or cause to be paid to City of Durant all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after the acceptance of said project by City of Durant then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

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

DATED this _____ day of _____, 2015.

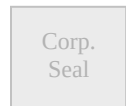
CONTRACTOR AS PRINCIPAL

Company Name

Signature of Principal

Type or Print Name

Title



SURETY

Surety Name

Signature of Attorney-In-Fact

Type or Print Name

Name of Surety Company



Attest (Signature)

Title

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER	FAX	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
		INSURERS AFFORDING COVERAGE
		NAIC #
INSURED		INSURER A:
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

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 OT ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	Type of Insurance	Policy Number	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE \$	
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
						MED EXP (Any one person) \$	
						PERSONAL & ADV INJURY \$	
						GENERAL AGGREGATE \$	
						PRODUCTS – COMP/OP AGG \$	
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____ ☐ _____				COMBINED SINGLE LIMIT (Ea accident) \$	
						BODILY INJURY (Per person) \$	
						BODILY INJURY (Per accident) \$	
						PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY – EA ACCIDENT \$	
						OTHER THAN EA ACC \$	
						AUTO ONLY AGG \$	
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$	
						AGGREGATE \$	
						\$	
						\$	
						\$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT \$	
						E.L. DISEASE – EA EMPLOYEE \$	
						E.L. DISEASE – POLICY LIMIT \$	
		OTHER					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS							

CERTIFICATE HOLDER

City of Durant 300 W Evergreen Durant, OK 74701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE MATERIALLY CHANGED OR CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL GIVE <u>15</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE
--	--

NOTICE TO PROCEED

OWNER NAME: City of Durant

PROJECT NAME: Country Club Road Improvement Curb and Gutter Construction

PROJECT LOCATION: Durant, OK

ENGINEER PROJECT NO.: DU-15-01

CONTRACT NO.: 16246 CDBG-ED 14

TYPE OF CONTRACT: Highway

AMOUNT OF CONTRACT: _____

You are hereby notified to commence work on the referenced contract on or before _____, and fully complete all work of said contract within 30 consecutive calendar days thereafter. Your completion date is therefore _____.

The contract provides for an assessment of the sum of \$ 500 as liquidated damages for each consecutive calendar day after the above-established contract completion date the work remains incomplete.

Date this _____ day of _____, 20____.

By: _____
Stewart Hoffman, City of Durant

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged this _____ day of _____, 20____.

By: _____ (Signature)

Printed Name: _____

Title: _____

General Decision Number: OK150020 01/02/2015 OK20

Superseded General Decision Number: OK20140020

State: Oklahoma

Construction Type: Highway

Counties: Atoka, Bryan, Carter, Choctaw, Coal, Garvin, Haskell, Hughes, Johnston, Latimer, Love, Marshall, McCurtain, Murray, Pittsburg, Pontotoc, Pottawatomie, Pushmataha and Seminole Counties in Oklahoma.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

SUOK2011-007 04/18/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)		
Choctaw County.....	\$ 12.87	
Hughes County.....	\$ 11.75	
Love County.....	\$ 12.45	
Pittsburg County.....	\$ 12.49	
Pottawatomie County.....	\$ 12.14	
Remaining Counties.....	\$ 12.53	
CEMENT MASON/CONCRETE FINISHER		
Carter County.....	\$ 11.80	
Choctaw County.....	\$ 12.00	
Love County.....	\$ 12.95	
Pittsburg County.....	\$ 13.70	
Pottawatomie County.....	\$ 12.28	
Remaining Counties.....	\$ 12.65	
FORM WORKER.....	\$ 12.19	
GUARDRAIL INSTALLER (Includes		

Guardrail/Post Driver Work).....\$ 9.70

IRONWORKER, REINFORCING.....\$ 13.63

LABORER

Air/Power Tool Operator
(Includes Handheld
Concrete Saws and Chipping
Guns).....\$ 12.79
Asphalt Raker and Shoveler..\$ 12.35
Common or General
Atoka County.....\$ 10.22
Bryan and Haskell Counties.\$ 10.49
Carter County.....\$ 9.97
Choctaw County.....\$ 10.34
Coal County.....\$ 10.55
Garvin County.....\$ 10.40
Hughes County.....\$ 10.01
Johnston County.....\$ 10.37
Latimer County.....\$ 10.25
Love County.....\$ 10.42
Marshall County.....\$ 11.68
McCurtain County.....\$ 9.82
Murray County.....\$ 9.88
Pittsburg County.....\$ 11.05
Pontotoc County.....\$ 10.48
Pottawatomie County.....\$ 10.60
Pushmataha County.....\$ 10.80
Seminole County.....\$ 10.79
Pipelayer.....\$ 11.13
Traffic Control (Includes
Flagger, Setting Up and
Moving Cones/Barrels).....\$ 11.15
Vibrating Plate.....\$ 12.70

POWER EQUIPMENT OPERATOR:

Asphalt Paver Screed.....\$ 13.99
Asphalt Paving Machine.....\$ 13.11
Asphalt Plant.....\$ 14.70
Backhoe/Trackhoe
Choctaw County.....\$ 13.46
McCurtain County.....\$ 12.52
Pittsburg County.....\$ 16.83
Remaining Counties.....\$ 14.05
Bobcat/Skid Loader.....\$ 12.62
Broom.....\$ 11.02
Bulldozer
Choctaw County.....\$ 14.56
Love County.....\$ 14.35
McCurtain County.....\$ 13.02
Pittsburg.....\$ 14.89
Remaining Counties.....\$ 14.34
Concrete Paving Machine.....\$ 14.42
Concrete Saw
Pittsburg County.....\$ 16.42
Remaining Counties.....\$ 15.02
Crane.....\$ 16.17
Distributor Truck.....\$ 13.25
Excavator.....\$ 14.08
Grader/Blade.....\$ 17.04

Loader (Front End)	
Remaining Counties.....	\$ 13.10
Seminole County.....	\$ 13.39
Mechanic.....	\$ 17.37
Milling Machine.....	\$ 14.16
Mixer.....	\$ 14.56
Oiler.....	\$ 16.06
Roller (Asphalt).....	\$ 12.61
Roller (Dirt Compaction)....	\$ 11.86
Rotomill.....	\$ 17.33
Scraper.....	\$ 14.62
Stripping Machine.....	\$ 12.13
Tractor/Box Blade.....	\$ 12.46
Transfer Material Machine...	\$ 12.38
Trencher.....	\$ 14.66

0.75

TRUCK DRIVER

Concrete Truck.....	\$ 14.22
Dump Truck.....	\$ 14.42
Flatbed Truck.....	\$ 16.18
Lowboy/Float.....	\$ 14.99
Off the Road Truck.....	\$ 12.63
Single Axle Truck	
(Includes Pilot Car).....	\$ 13.15
Straight Truck.....	\$ 15.92
Tandem Axle/Semi Trailer	
Carter County.....	\$ 16.61
Choctaw County.....	\$ 14.43
Love County.....	\$ 14.06
Pittsburg County.....	\$ 15.68
Remaining Counties.....	\$ 14.76
Seminole County.....	\$ 16.12
Water Truck.....	\$ 12.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

☐

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

ADDITIONAL SUPPLEMENTAL GENERAL CONDITIONS - CDBG PROJECTS

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

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

1. CONTRACT APPROVAL:

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

2. CONTRACT CHANGE ORDERS:

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

of final measurements. All changes must be recorded on a contract change order before they can be included in a partial payment estimate.

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

3. PARTIAL PAYMENT ESTIMATES:

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

4. CONFLICT OF INTEREST:

a. Unacceptable Bidders:

- (1) No engineer or architect (individual or firm, including persons they employ) who has prepared plans and specifications will be considered an acceptable bidder.

Any firm or corporation in which such engineer or architect (including persons they employ) is an officer or an employee or holds or controls a substantial interest will not be considered an acceptable bidder.

- (2) Contracts or purchases by the Contractor shall not be awarded or made to a supplier or manufacturer if the engineer or architect (firm or individual) who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Bids will not be awarded to firms or corporations owned or controlled wholly or in part by a member of the governing body of the Owner or to an individual who is such a member.

- b. None of the Owner's officers, employees or agents shall engage in the award or administration of this contract if a conflict of interest, real or apparent would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his partner or an organization which employs him or is about to employ him, or any of the above, has a financial or other interest in the Contractor. None of the Owner's officers, employees or agents shall solicit or accept gratuities, favors or anything of monetary value from the Contractor or subcontractor.

5. PROTECTION OF LIVES AND PROPERTY:

- a. In order to protect the lives and health of its employees under the contract, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State safety and health agency requirements.
- b. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, appurtenances and methods and for any damage which may result from their failure or their improper construction, maintenance or operation.

6. REMEDIES: Unless otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question

between the Owner and the Contractor arising out of or relating to this contract or the breach thereof will be decided by arbitration, if the parties mutually agree, or in a court of competent jurisdiction with the State in which the Owner is located.

- a. The arbitration provisions of this section may be initiated by either party to this contract by filing with the other party and the engineer/architect a written request for arbitration.
- b. Each party to this contract will appoint one arbitrator and the two arbitrators will select the third arbitrator.
- c. The arbitrators will select a hearing location as close to the Owner's locale as possible.
- d. The procedure for conducting the hearing will follow the Construction Industry Arbitration Rules of the American Arbitration Association.

7. GRATUITIES:

- a. If the Owner finds, after a notice and hearing, that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Owner in an attempt to secure this contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the Owner may, by written notice to the Contractor, terminate this contract. The Owner may also pursue other rights and remedies that the Law or this contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the remedies clause of this contract.
- b. In the event this contract is terminated as provided in paragraph 7.a., the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount determined by the Owner, which shall be not less than three nor more than ten times the cost the Contractor incurs in providing any gratuities to any such officer or employee.

8. AUDIT AND ACCESS TO RECORDS: For all negotiated contracts except those of \$10,000 or less, HUD, the Comptroller General, the Owner or any of their duly-authorized representatives shall have access to any books, documents, papers and records of the Contractor

which are pertinent to the contract for the purpose of making audits, examination, excerpts and transcriptions. The Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.

9. SMALL, MINORITY AND WOMEN'S BUSINESSES: If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall consist of:
 - a. Including qualified small, minority and women's businesses on solicitation lists;
 - b. Assuring that small, minority and women's businesses on solicited whenever they are potential sources;
 - c. Dividing total requirements when economically feasible;
 - d. Establishing delivery schedules where the requirements of the work permit, which will encourage participation by small, minority and women's businesses.
 - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce;
 - f. Requiring each party to a subcontract to take the affirmative steps of this section; and
 - g. Contractors are encouraged to procure goods and services from labor surplus area firms.
10. ANTI-KICKBACK: The Contractor shall comply with the Copeland Anti-Kickback Act (18 USC §874) as supplemented in Department of Labor regulations 929 CFR 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public facilities to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to FmHA.
11. VIOLATING FACILITIES: Where this contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders or requirements issued under the Clean Water Act (33 USC §1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR 15), which prohibit the awarding of non-exempt Federal contracts, grants or loans to facilities included on the EPS's list of violating facilities. The Contractor will report violations to the EPA.

12. STATE ENERGY POLICY: The Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan shall be utilized.
13. EQUAL OPPORTUNITY REQUIREMENTS: For all contracts in excess of \$10,000, the Contractor shall comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR 60).
 - a. The Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications as set forth in 41 CFR 60-4, and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.
 - b. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Program within 10 working days of the award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.
14. NON-RESIDENT CONTRACTOR REGISTRATION: Any non-resident Contractor doing business in the State of Oklahoma shall register with the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the State Industrial Court and the County Assessor of each county in which contract work will be performed. This must be done prior to commencing work under the contract.

15. PAYMENT FOR MATERIAL STORED ON SITE: The following items will be required if the Contractor requests payment for material stored on the site (see Paragraph 19.b. of the General Conditions):
 - a. Invoices, approved and initialed by the consulting engineer and the Owner, showing the quantity, size, cost, etc., of the material;
 - b. Payment will be made only for material stored in a location approved by the Owner. The storage area must provide adequate protection from the elements and the material must be stored so it can be promptly inspected. Material strung throughout the job site will not be considered properly stored.
 - c. The ten percent retainer that applies to material installed will also apply to materials stored on the site;
 - d. When payment for material stored on the site is received, a paid invoice for that payment from the supplier must be submitted to the Owner prior to the payment of the next partial pay estimate.
16. CHANGE ORDER APPROVAL: All change orders must be approved by the Owner.
17. FINAL INSPECTION: A final inspection will be made by the Owner before final payment is made. Final payment will not be made until the Owner certifies in writing that the construction has been completed as planned. If the Oklahoma State Department of Environmental Quality has issued a permit and approved the plans and specifications on this project, they must concur in the final inspection.
18. PARTIAL OCCUPANCY AND USE: The Owner, upon advance written notification to the Contractor, shall have the right to occupy and use any completed or partially-completed portions of the project, regardless of the percentage of completion of the entire project, when such occupancy and use is to the Owner's best interest. Such partial occupancy and use shall be upon the following terms:
 - a. The engineer shall make an inspection of the portion or portions of the project concerned and report to the Owner his findings as to the acceptability and completeness of the work. The engineer's report shall include a list of items to be completed or corrected before final payment.
 - b. The Owner, upon acceptance of the engineer's report, shall give written notice to the Contractor of the Owner's intent to occupy and use said portions of the project. The Owner's notice shall include a copy of the engineer's

report, shall clearly identify the portions of the project to be occupied and used and shall establish the date of said occupancy and use.

- c. From the date thus established, the Owner shall assume all responsibilities for operation, maintenance and the furnishing of water, gas and electrical power for the portions of the project thus occupied and used. The Owner shall have the right to exclude the Contractor from those portions of the project but shall provide the Contractor with reasonable access to complete or correct necessary items of work.
 - d. The guarantee required by the General Conditions shall not begin until completion and final acceptance of the entire project except as to items of equipment specified, such as instrumentation, electrical and mechanical equipment, which are thus used by the Owner. For said equipment, the warranty shall start from the date established in the written notice from the Owner.
 - e. Occupancy or use of any space in the project shall not constitute acceptance of work not performed in accordance with the contract or relieve the Contractor of liability to perform any work required by the contract but not completed at the time of said occupancy and use.
 - f. The Contractor shall not be held responsible for fair wear and tear or damage resulting from said occupancy except to the extent such damage is covered by the warranty.
 - g. The partial occupancy and use of any portion or portions of the project by the Owner shall not constitute grounds for claims by the Contractor for release of any amounts retained from payments under the provisions of the contract. The retained amounts will not be due until completion of the entire project for final acceptance and final payment as set forth in the General Conditions.
19. PERMITS REQUIRING TIME SCHEDULE: The Contractor shall be responsible for contacting all Federal, State, County or railroad personnel required to be contacted and as set forth in any permits with respect to time schedule before commencing any work for which a permit is required.
20. CLEAN-UP RELEASE: The Contractor shall secure a cleanup release satisfactory to the Owner from any Federal, State, county or railroad agency after the work for which a permit has been obtained has been completed.

Federal Labor Standards Provisions (Construction Contracts)

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.(1) Apprentices and Trainees. Apprentices.

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

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

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

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

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

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

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this

contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor or the employees or their representatives.

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

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

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

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

C. Health and Safety

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

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

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

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

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

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

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

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

receive consideration without regard to race, color, religion, sex, national origin, disability or covered veteran status.

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

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

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

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

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

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

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

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

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Forms 941;
 - d. "Minority" includes:
 - (1) Black: All persons having origins in any of the black racial groups of Africa;
 - (2) Asians: All persons having origins in any of the original peoples of the Far East,

Southeast Asia, or the Indian Subcontinent including Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam;

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

ance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

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

- a. Ensure and maintain a working environment free of harassment, intimidation or coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such working environment, with specific attention to minority or female individuals working at such sites or in such facilities;
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organization's responses;
- c. Maintain a current file of the names, addresses and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the Union referral process has impeded the Contractor's efforts to meet its obligation.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under II.C.7.b. above;

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

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

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

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

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

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

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

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

IV. CIVIL RIGHTS ACTION OF 1964:

Under Title VI of the Civil Rights Act of 1967, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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

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

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

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

has first agreed to comply with the requirements of these regulations.

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

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

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

and advance in employment physically and mentally disabled individuals.

- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act so such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for non-compliance.

VIII. AGE DISCRIMINATION ACT OF 1975

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

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

- A. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- B. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently-operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment opportunities as may be required.
- C. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the

placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or any job applicant from any particular group of applicants and nothing herein is intended to relieve the Contractor from any requirements of Executive Orders or regulations regarding non-discrimination in employment.

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

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

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

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

**STATE OF OKLAHOMA
HOLD HARMLESS CLAUSE**

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

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

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

Compliance with Air and Water Acts:

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

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

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

**SPECIAL CONDITIONS PERTAINING TO
HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

1. Lead-Based Paint Hazards (Applicable to Contract for Construction or Rehabilitation of Residential Structures): The construction or rehabilitation of residential structures is subject to the U.S. Department of Housing and Urban Development Lead-Based Paint Regulations, 24 CFR 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.
2. Use of Explosives (Modify as Required):
 - a. When the use of explosives is necessary for the performance of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, waterlines or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.
 - b. At least eight (8) hours before blasting is done, the Contractor shall notify all owners of public utility property of the intent to use explosives close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his surety for damages that may be caused by such use.

(Use the address below for projects in Oklahoma)

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

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

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

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

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

FOR PROJECT IN OKLAHOMA, SEND TO:

Association Regional Administrator
USDOL/OFCCP
525 S. Griffin Street
Suite 840
Dallas, Texas 75202
Telephone: (972) 850-2550

SECTION IV – CONSTRUCTION FORMS

CLAIM OR INVOICE AFFIDAVIT

(This form shall accompany the Contractor's Application for Payment)

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

The undersigned _____, of lawful age, being first duly sworn, on oath says that this (invoice, claim, or contract) is true and correct. Affiant further states that the work, services and/or materials as shown by this invoice or claim have been completed and/or supplied in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that he has made no payment, given, or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State of Oklahoma, of money or any other thing of value to obtain payment or the award of this contract.

Contractor

Type or Print Name

Title

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

Place
Seal
Here

Notary Public

My Commission Expires: _____

Request for Information No. _____
Request for Clarification No. _____

Specification Section or Plan Sheet Reference:

INFORMATION REQUESTED:

[illegible]

ANSWERED BY: _____

Wall Engineering Project Manager (Date)

Field Order No. _____

Date of Issuance:	Effective Date:		
Owner: City of Durant	Owner's Contract No.:	DU-15-01	
Contractor:	Contractor's Project No.:	DU-15-01	
Engineer: Wall Engineering, LLC	Engineer's Project No.:	DU-15-01	
Project: Country Club Road Improvements Curb and Gutter Construction	Contract Name:	16246 CDBG-ED 14	

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:	_____	_____
	Specification(s)	Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:		RECEIVED:	
By: _____	By: _____		
Engineer (Authorized Signature)	Contractor (Authorized Signature)		
Title: Brandon Wall, P.E. - President	Title: _____		
Date: _____	Date: _____		

Copy to: Owner

Work Change Directive No.

Date of Issuance:

Effective Date:

Owner: City of Cleveland

Owner's Contract No.: DU-15-01

Contractor:

Contractor's Project No.: DU-15-01

Engineer: Wall Engineering, LLC

Engineer's Project No.: DU-15-01

Project: Country Club Road Improvements
Curb and Gutter Construction

Contract Name: 16246 CDBG-ED 14

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ [increase] [decrease].

Contract Time days [increase] [decrease].

Basis of estimated change in Contract Price:

☐ Lump Sum

☐ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:

By:

By:

Engineer (Authorized Signature)

Owner (Authorized Signature)

Contractor (Authorized
Signature)

Title: Brandon Wall, P.E. - President

Title:

Title:

Date:

Date:

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

CONTRACT CHANGE ORDER	ORDER NO. NO	
	DATE DATE	
	STATE Oklahoma	
	COUNTY Bryan	
CONTRACT FOR: Country Club Road Improvements Curb and Gutter Construction		
OWNER: City of Durant		
TO: CONTRACTOR		
You are hereby requested to comply with the following changes from the contract plans and specifications:		
Description of Changes	DECREASE in Contract Price	INCREASE in Contract Price
TOTALS		\$0.00
NET CHANGE IN CONTRACT PRICE		\$0.00
JUSTIFICATION:		
The Original Contract Amount per Agreement dated		\$0.00
Dollars		
The Contract Amount will be Increased by this Change Order the Sum Of:		\$0.00
Dollars		
The Contract Amount of all previous Change Orders:		\$0.00
Dollars		
The Contract Total Including this and previous Change Orders Will Be:		\$0.00
Dollars		
The Original Contract Period for Completion per Agreement dated		
		DAYS
The Contract Period Provided for Completion Will be Increased by this Change Order:		
		DAYS
The Contract Period Provided for Completion Modifications in all previous Change Orders		
		DAYS
The Revised Contract Period Provided for Construction will be:		
		DAYS
This document will become a supplement to the contract and all provisions will apply hereto.		
Requested:		
Mayor - City of Durant, Oklahoma		(DATE)
Recommended		
Wall Engineering		(DATE)
Accepted		
Contractor		(DATE)

RELEASE OF CLAIMANTS

Date: _____

Project: _____

Dear Sir:

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

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

Sincerely,

Contractor

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Durant	Owner's Contract No.: DU-15-01
Contractor:	Contractor's Project No.: DU-15-01
Engineer: Wall Engineering, LLC	Engineer's Project No.: DU-15-01
Project: Country Club Road Improvements Curb and Gutter Construction	Contract Name: 16246 CDBG-ED 14

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities: ☐ None
☐ As follows

Amendments to Contractor's responsibilities: ☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Brandon Wall, P.E. - President</u>	Title: <u>Mayor</u>	Title: _____			
Date: _____	Date: _____	Date: _____			



Contractor's Application for Payment No. _____

		Application Period:	Application Date:
To (Owner):	City of Durant	From (Contractor):	Via (Engineer):
Project:	Country Club Road Improvements Curb and Gutter Construction	Contract: 16246 CDBG-ED 14	Wall Engineering, LLC
Owner's Contract No.:	DU-15-01	Contractor's Project No.:	DU-15-01
		DU-15-01	Engineer's Project No.:
			DU-15-01

Application For Payment

Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE..... \$ _____
Number	Additions	Deductions	2. Net change by Change Orders..... \$ _____
			3. Current Contract Price (Line 1 ± 2)..... \$ _____
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F total on Progress Estimates)..... \$ _____
			5. RETAINAGE:
			a. X _____ Work Completed..... \$ _____
			b. X _____ Stored Material..... \$ _____
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
			8. AMOUNT DUE THIS APPLICATION..... \$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G total on Progress Estimates + Line 5.c above)..... \$ _____
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:
-----	-------

Payment of:	\$ _____	(Line 8 or other - attach explanation of the other amount)
is recommended by:	_____	_____
	(Engineer)	(Date)
Payment of:	\$ _____	(Line 8 or other - attach explanation of the other amount)
is approved by:	_____	_____
	(Owner)	(Date)
Approved by:	_____	_____
	Funding or Financing Entity (if applicable)	(Date)

Progress Estimate - Lump Sum Work

Contractor's Application

[illegible]

Progress Estimate - Unit Price Work

Contractor's Application

[illegible]

Stored Material Summary

Contractor's Application

[illegible]

SECTION V – CERTIFICATIONS

ATTORNEY'S CERTIFICATE OF APPROVAL OF CONTRACT AND BONDS

I, the undersigned, _____, the fully authorized and acting legal representative of City of Durant, Bryan County, Oklahoma, do hereby certify as follows:

I have examined the construction contract between the construction contractor, Utility Service, and the above-named entity, and the surety bonds given by the construction contractor in connection with the performance of said contract, and the manner of execution of the contract and surety bonds and I am of the opinion that each of the aforesaid agreement has been duly executed by the proper parties thereto, acting through their duly authorized representatives, that said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein and that the foregoing contract and surety bonds constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Dated this _____ day of _____, 20____.

Attorney

County, Oklahoma



The City of Durant

Office of Technical Projects

Memorandum

Date: 1/28/2016
To: Mayor and City Council
From: Jerry Yandell, Technical Projects Director
Re: Consider Approval Of Amendment #2 With LBR, Inc. For Engineering To Rehabilitate Runway 17-35 At Durant Regional Airport-Eaker Field

Your approval of the attached amendment is requested. This is in conjunction with grant funding from the FAA and OAC to rehabilitate the runway at the airport. Over the years, this runway has deteriorated and it has been determined it would be in the best interest of the City to renovate the runway prior to the extension, scheduled in 2018. Actual construction of the rehab has been scheduled for 2017, so this amendment is necessary so as to be able to provide the preliminary documents in a timely manner for an Airport Improvement Grant (AIP). I will be happy to answer any questions regarding this request.

Council Information / Action Requested

Council Approval

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

Sign all documents related to this amendment , send to LBR, Inc.
Notify Treasurer's office for budgeting, reimbursements.

ATTACHMENTS:

Description	Type	Upload Date
LBR, Inc. amendment, CIP	Backup Material	1/28/2016

AMENDMENT NO. 2

This Amendment, made as of the _____ day of _____, 2016, by and between the **City of Durant** and **LBR Inc.**, shall be made a part of the Agreement for Professional Airport Consulting Services between said parties and dated February 10, 2015.

1. The following services shall be added to Section I. A. 1:
 - A. Provide Design Only Plans and Specs for AIP Project 3-40-0025-011-2016, "Rehabilitate Runway 17-35" at Durant Regional Airport-Eaker Field.
 - B. Provide a Preliminary Engineer's Report for the above project.
 - C. Provide FAR's for the above project.
 - D. Update the DBE for Durant Regional Airport-Eaker Field.

2. The following fees shall be added to Section V. B. as related to the above items:
 - 1A. A fixed fee of \$ 242,975.00
 - 1B. A fixed fee of \$ 70,000.00
 - 1C. A fixed fee of \$ 13,500.00
 - 1D. A fixed fee of \$ 7,500.00

In witness whereof, the parties hereto have made and executed this Amendment the day and year first written above.

LBR INC.

CITY OF DURANT

President

Mayor

ATTEST

ATTEST

Secretary

City Clerk

(Seal)

(Seal)

Certification of Legality:
Approved as to form and legality

City Attorney

5 Year Capital Improvement Plan (CIP)

Durant Regional-Eaker Field (DUA), Durant, Oklahoma

CIP START YEAR: 2016

\$150,000	2013 Entitlement Balance (Expires FY16)
\$150,000	2014 Entitlement Balance (Expires FY17)
\$150,000	2015 Entitlement Balance (Expires FY18)
\$150,000	2016 Entitlement (for planning purposes)

Instructions

Show all planned projects (not just AIP funded projects)
For AIP-MY, show est. cost in initial year & list project in following year(s) w/ \$000000.00
Submit CIP to the ADO as a PDF file dated with signature.

Fed FY	Entitlement Available	Funding Source	ODO Project Component/Phase	Estimated Cost	Funding Plan			
					Entitlement	Additional AIP	Other	Match
2016	\$600,000	AIP	Design Only-Rehabilitate Runway 17-35	\$303,975	\$273,578			\$30,398
	\$326,423	Remaining Funds	2016 Annual Subtotals:	\$303,975	\$273,578			\$30,398
2017	\$476,423	AIP	Construction Grant-Rehabilitate Runway 17-35	\$2,361,112	\$150,000	\$1,975,000	\$118,056	\$118,056
		AIP	Design Only- Extend Runway 17-35 and the Parallel Taxiway System to 6,200'	\$473,400	\$326,423	\$99,638		\$47,340
		Remaining Funds	2017 Annual Subtotals:	\$2,834,512	\$476,423	\$2,074,638	\$118,056	\$165,396
2018	\$150,000	AIP	Construction Grant-Extend Runway 17-35 and the Parallel Taxiway System to 6,200'	\$4,388,888	\$150,000	\$2,000,000	\$2,119,444	\$119,444
		AIP	Acquire 45 Acres For Runway Extension	\$650,000		\$585,000		\$65,000
		Remaining Funds	2018 Annual Subtotals:	\$5,038,888	\$150,000	\$2,585,000	\$2,119,444	\$184,444
2019	\$150,000		Roll Funds into 2020 project					
	\$150,000	Remaining Funds	2019 Annual Subtotals:					
2020	\$300,000	AIP	Rehabilitate the Large Orange Hangar	\$150,000	\$135,000			\$15,000
	\$165,000	Remaining Funds	2020 Annual Subtotals:	\$ 150,000	\$ 135,000			\$ 15,000
			5 Year CIP Totals:	\$8,327,375	\$1,035,000	\$4,659,638	\$2,237,500	\$395,238

SPONSOR SIGNATURE: Greg Graham

DATE: 1-11-16



The City of Durant

Office of Community Development

Memorandum

Date: 1/25/2016
To: Mayor and City Council
From: Jerry Yandell, Community Development Director
Re: Discussion: Adoption of the International Property Maintenance Code (IPMC).

The International Property Maintenance Code is a model code that regulates the minimum maintenance requirements for existing structures, the IMPC is a document used to establish minimum standards for basic equipment, light, ventilation, heating, sanitation and fire safety. Responsibility is fixed among owners, operators and occupants for code compliance. The IMPC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community.

The IMPC is from a family of codes published by the ICC, which makes this code compatible with the building codes we are already enforcing. The benefit of the IPMC is that it allows for the protection of Health, Safety, and Welfare of existing and continually occupied structures.

The City of Durant's present Code of Ordinances allows Code Enforcement to enforce a generalized set of ordinances. Using the current code has allowed for the removal of over 100 dilapidated structures and encouraged over 100 more to be removed by the homeowners. However, our present code does not address specific issues for the maintenance of homes in the City. By adopting the IMPC it would allow the City to enforce more specific requirements for homeowners. The IMPC includes a variety of requirements for the exterior property areas as well as the interior and exterior elements of the structure that are intended to maintain a minimum level of safety and sanitation for both the general public and the occupants of a structure.

The IMPC has been adopted by Ardmore, Norman and numerous other cities and in talking with these cities; it has shown to help beautify the overall appearance of their cities.

Council Information / Action Requested

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



The City of Durant

Office of City Clerk

Memorandum

Date: 1/26/2016
To: Mayor and City Council
From: Cynthia J. Price, City Clerk
Re: Consider Recommendation by Cemetery Advisory Board for Approval of Pioneer Cemetery and Highland Cemetery Information and Handbook

The Pioneer Cemetery - Highland Cemetery Information and Handbook was approved by the Cemetery Advisory Board at its regular scheduled meeting on January 21, 2016. The updated handbook reflects:

- A) current contact information for city hall;
- B) listing of current Cemetery Advisory Board Members;
- C) re-directs the reader from the cemetery office located at Highland Cemetery to the City Clerk's Office for inquiries and lot purchases in accordance with 2015 staffing changes.
- D) includes current pricing list dated April 9, 2012;
- E) includes Ordinance 1745 forming current Cemetery Advisory Board;
- F) discontinuance of accounts with local funeral homes for lot purchases and open/close costs. Past practice has been the local funeral homes (Holmes-Coffey-Murray and Browns) would be extended credit for a family's purchase of grave lots and open/close charges. The funeral homes would include this amount in their contract with the family. The funeral homes would then be invoiced by the city. It is the position of the Cemetery Advisory Board that the city clerk does not have the authority to conduct the sale of city property (burial lots) and perform city services (open/close) without first receiving payment. It is the position of the Cemetery Advisory Board that both local funeral homes are well established businesses in the community which should have adequate resources to advance these costs on behalf of their customers. The local funeral homes would then be reimbursed by their customers according to their contract terms and conditions. The Cemetery Advisory Board recommends the local funeral homes be given thirty (30) days from the date of city council's approval for this change to become effective. I would like to point out that all non-local funeral homes are already required to pay at the time of service. This change would treat all funeral homes equally.

Council Information / Action Requested

City Council - Approve Pioneer Cemetery - Highland Cemetery Information and Handbook for distribution upon purchase of lots/plots.

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

City Clerk - Provide the local funeral homes the approved Pioneer Cemetery-Highland Cemetery Information

and Handbook.

City Clerk - Provide a copy of the approved Pioneer Cemetery - Highland Cemetery Information and Handbook to the family upon the purchase of a cemetery lot/plot.

City Clerk - Advise the Cemetery Advisory Board of action by Durant City Council.

ATTACHMENTS:

Description	Type	Upload Date
Pioneer - Highland Cemetery Information and Handbook	Exhibit	1/27/2016

Pioneer Cemetery Highland Cemetery



Information And Handbook

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Board Members

Charles Calhoun, Chairman

Katie Faulkner, Member

Bill Orr, Member

Cynthia J. Price, Member

Bobby Story, Member

City Authority

Sarah Sherrer, City Manager.....580-931-6624

300 W. Evergreen, Durant, OK 74701

Highland Cemetery

Cynthia J. Price, Superintendent.....580-931-6641

Highland Cemetery Rules & Regulations

For the mutual protection of Plot and/or Lot owners and the cemetery as a whole, the Cemetery Board has adopted the following rules and regulations as the rules and regulations of Highland Cemetery. All Plot and/or Lot owners and visitors within the cemetery and all Plot and/or Lots sold, shall be subject to said rules and regulations, amendments, or alterations, as shall be adopted by the Highland Cemetery Board from time to time and the reference to these rules and regulations in the deed or certificate of ownership to a Plot and/or Lot shall have the same force and effect as if set forth in full therein.

General Rules

The City of Durant, State of Oklahoma, is a municipal corporation organized and existing under the laws of the State of Oklahoma. As such said City owns and operated Highland Cemetery in accordance with the Statutes of the State of Oklahoma, and the rules, ordinances and regulations of the City of Durant, Oklahoma, as now enacted and as may be amended from time to time. The City of Durant, Oklahoma reserves the right to refuse admission to the cemetery and to refuse the use of any of the cemetery's facilities at any time to any person whom the Supervisor may deem objectionable to the best interest of the cemetery.

Enforcement of Rules

The Cemetery Supervisor is hereby empowered to enforce all rules and regulations and to exclude from the cemetery and person violating the same. The Supervisor shall have charge of the grounds and buildings including the conduct of funerals, traffic, employee, and Plot and/or Lot owners and visitors and at all time shall have supervision and control of all persons in the cemetery.

Section I

Definitions

1. **Cemetery:** The term “Cemetery” is hereby defined to include a burial park for earth interments, a community mausoleum for vault or crypt interments, a crematory or columbarium for cinerary interments, or a combination of one or more than one thereof.
2. **Lot:** The term “Lot” shall apply to a space of sufficient size to accommodate one adult interment approximately (5) five by (10) ten feet.
3. **Plot:** The term “Plot” shall refer to an area of sufficient size for eight (8) adult graves.
4. **Interment:** The term “Interment” shall mean the permanent disposition of the remains of a deceased person by cremation and interment, entombment, or burial.
5. **Memorial:** The term “Memorial” shall include a monument, marker, tablet, headstone, private mausoleum for family or individual use, urn, and crypt and niche place.
6. **Monument:** The “Monument” shall include a memorial of granite or marble that shall extend above the surface of the ground.
7. **Flat Head Marker:** The term “Flat Head Marker” shall mean a memorial flush with the ground.
8. **Head Marker:** The term “Head Marker” shall mean a memorial (4) four to (8) eight inches above ground level
9. **Plot Marker:** The term “Plot Marker” shall mean a marble, granite, concrete or metal post used by the cemetery to locate corners of the Plot and/or Lot or Plot and/or Lot
10. **Vase:** The term “Vase” shall mean marble, granite, metal or plastic container used to hold flowers.
11. **Certificate:** The term “Certificate of Ownership” shall apply to the deed given by the Ownership: cemetery to the original purchaser.
12. **Supervisor:** The term “Supervisor” shall mean the person or persons duly appointed for the purpose of conducting and administering the cemetery.
13. **Cemetery Office:** The term “Cemetery Office” Shall mean the main office maintained at City Hall, 300 West Evergreen, Durant, OK 74701.
14. **Cemetery Board:** Persons designated by the City Council of the City of Durant to serve as the “Cemetery Board”.
15. **Community Mausoleum:** A “Community Mausoleum” is a building housing eight or more shelved entombments.

Section II

Plot and/or Lot and Owners

1. Person desiring to purchase Plot and/or Lot should visit the City Clerk, where the Supervisor will aid in making a selection and will issue a memorandum describing the Plot and/or Lot purchased. The purchase price will be paid to the City Clerk at Durant City Hall. The receipt, which is received at the time of payment, is an interim receipt and will be replaced by a deed, which will be delivered to the purchaser, after its execution by the City Mayor.
2. No Plot and/or Lot shall be used for any other purpose than for the interment of the human dead.
3. No easement or right of interment is granted to any Plot and/or Lot owner in any road, drive, alley, or walk within the cemetery, but such road, drive, alley, or walk may be used as means of access to the cemetery buildings, as long as the Supervisor devotes it to that purpose.
4. The right to enlarge, reduce, replat, or change the boundaries or grading of the cemetery, or a section or sections, from time to time, including the right to modify or change the locations or remove or regrade roads, drives or walks, or any part thereof is hereby reserved to the cemetery. The right to lay, maintain and operate, or alter or change pipelines or gutters for sprinkling systems, drainage, etc., is also expressly reserved, as well as the right to use cemetery property not sold to individual Plot and/or Lot owners for cemetery purposes, including interment of the dead, or for anything necessary, incidental or convenient thereto. The cemetery reserves to itself and to those lawfully entitled thereto a perpetual right of ingress and egress over Plot and/or Lot for the purpose of passing to and from other Plot and/or Lots.
5. Descriptions of Plot and/or Lots will be in accordance with the cemetery plats, which are kept on file at Durant City Hall.
6. The Supervisor will take all reasonable precautions to protect Plot and/or owners and the property rights of Plot and/or Lot owners, within the cemetery from loss or damage; but the cemetery distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damage caused by elements, and acts of God, common enemy, thieves, vandals, strikers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.
7. The instrument of conveyance of the Rules and Regulations and any amendments thereto constitute the sole agreement between the cemetery and the Plot and/or Lot owner. The statement of any employee or agent, unless confirmed in writing by the Supervisor, shall in no way bind the cemetery.
8. The transfer of Plot and/or Lots to another party shall be record in the office of the City Clerk in the City Hall. No person shall be recognized as owner or part owner unless so recorded in the office of the City Clerk. (Buy-back of Plot and/or Lot, see section III #9)
9. The cemetery will be open daily for visitation from 8:00 a.m. until 30 minutes prior to dusk.
10. City Hall office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.
11. Employees of the cemetery are not expected to work on Sunday or legal holidays.

12. Employees of the cemetery are not permitted to do any private work for Plot and/or Lot owners.
13. All fees or charges for interment are payable at the City Clerk's office at Durant City Hall as herein stated.
14. Persons within the cemetery shall use only the avenues, roads and walkways in gaining access to one's own Plot and/or Lot. The cemetery expressly disclaims liability for any injuries sustained by anyone violating this rule.
15. Persons visiting the cemetery or attending funerals are strictly prohibited from picking flowers, wild or cultivated, breaking or injuring any tree, shrub, or plant or from writing upon, defacing or damaging any memorials, fence or other structure within the cemetery grounds.
16. The following things are prohibited:
 - (a) The driving of motorcars or other vehicles through the gates or in the cemetery at speeds over five miles per hour.
 - (b) Driving any motorcar or vehicle or animal across or upon any grave, Plot and/or Lot, or lawn, parking or leaving the same thereon;
 - (c) Parking or leaving any motor vehicle or motorcar on any road or driveway within the cemetery at such location or in such position as to prevent any other car of vehicle from passing the same, and if so parked or left, the Supervisor will remove same;
 - (d) Fishing in the pond is prohibited.
17. Children under (12) years of age are not permitted within the cemetery, or its building, unless accompanied by proper persons to care for them.
18. The throwing of litter or rubbish on the drives and paths, or on any part of the grounds, or in buildings, is prohibited.
19. There should be strict observance of properties in the cemetery. Hence, all persons within the cemetery should avoid conduct unbecoming a sacred place, as follows:
 - (a) Loud or boisterous talking.
 - (b) Idling or loafing on the grounds or in any of the buildings;
 - (c) Bringing lunches or refreshments into the cemetery or consuming them on the grounds;
 - (d) Peddling or soliciting the sale of any commodity within the cemetery;
 - (e) Placing of signs or notices or advertisements of any kind within the cemetery;
 - (f) Bringing animals into the cemetery or any of its buildings;
 - (g) Bringing firearms into the cemetery except by Military Escort or law enforcement personnel accompanying a funeral or attending memorial service;
 - (h) No alcohol or drug permitted on Cemetery property.
20. It is the duty of the Supervisor to enforce compliance of the rules and regulations and to see that order is maintained and to protect and promote the best interest of the cemetery. Furthermore, the Cemetery Board is authorized to make temporary additional rules, which may be needed, from time to time, to meet emergencies, which are not covered, by these rules and regulations.

21. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The cemetery Board, therefore, reserves the right to make exceptions, suspensions, alternations, or modifications of any of these rules and regulations, without notice, and such temporary exception, suspension or modification shall in no way be construed as affecting the general applications of such rules and regulations.
22. The Cemetery Board, hereby, expressly reserves the right to adopt additional rules and regulations, or to amend, alter or repeal and rule, regulation, article, section, paragraph, or sentence in these rules and regulations, at any time, and without notice, subject to approval of the Durant City Council.
23. Restrictive amendment concerning mausoleums and other above ground interments in Highland Cemetery in accordance with the guidelines set below.
 - (a) To restrict the sale of no more than two adjacent single Plot and/or Lots for the use of a one or two-place crypt.
 - (b) The above crypts are to be of granite or marble from the crypt manufactory or built on site by the crypt manufactory with trained personnel.
24. Under no circumstances will a community mausoleum be allowed to be built in Highland Cemetery. This is to negate the possibility of private speculation in community entombment. Foundations for the above mausoleums (as outlined in Section I) shall be in accordance with the manufacture or Cemetery Supervisor approval.
25. Facing of mausoleums of crypts will be east or west following the traditional lines of cemetery proper. *Face: front entrance or nameplate.

Section III

Schedule of Prices

(effective 4/9/2012)

1. Grave Opening & Closing.....Weekdays: \$325.00.....Saturday...\$475.00
2. Child Opening & Closing:Weekdays \$125.00.....Saturday:..\$275.00
3. Cremation Opening & Closing:.....Weekdays \$125.00.....Saturday:..\$225.00
4. Pre-Pay Opening & Closing:.....\$375.00
5. Individual Lot (In specified area).....\$375.00
6. Plot (size) ¼ minimum (2 lots).....\$750.00
 - ½ (4 lots).....\$1500.00
 - ¾ (6 lots).....\$2250.00
 - 1 (8 lots).....\$3000.00
7. Disinterment.....\$900.00
8. Buy-Back of Plot and/or Lots
 - Plot and/or Lots resold to the cemetery within one year of purchase, original price less a \$25.00 per Lot handling charge will be assessed.
 - Plot and/or Lots purchased more than one year ago, but less than five years ago, Plot and/or Lot to be purchased at 75% or original selling price per space.
 - Plot and/or Lot purchased more than five years ago, Plot and/or Lot shall be repurchased at 50% of the original cost, whichever is less.
9. Handling charge of \$25.00 to produce a new deed.

Section IV

Descent of Title

The laws of the State of Oklahoma govern the descent of title to cemetery Plot and/or Lot as well as other matters pertaining to assignment, conveyances, devices, trust deeds and inalienability. All transfers shall be in accordance with the requirement stated in Section II, Paragraph 8 and Section III, Paragraph 9.

Section V

Interments and Disinterment

1. The cemetery will open for interments from 9:00 a.m. to 4:00 p.m. daily Monday thru Saturday with the exception of Sundays and all legal holidays observed by the City of Durant.
2. All funerals on entering the cemetery shall be under the charge of the Cemetery Supervisor.
3. Once a casket containing a body is within the confines of the cemetery, no person shall be permitted to open the casket without the consent of legal representative of deceased or an order signed by a court of competent jurisdiction.
4. Vaults, concrete boxes, or metal containers are required for all burials. Any other container must be approved by Cemetery Supervisor, prior to interment.
5. Any funeral director, upon arrival at the cemetery, must present the necessary burial permit from the local health office to Cemetery Superintendent or an Authorized Personnel.
6. The owner of the Plot and/or Lot or his legal representative must sign all orders for interments in Plot and/or Lots. However, when this is impossible because such person is absent from the city, the telephone, telegraphing or fax will be accepted in lieu thereof.
7. No interment of more than one body shall be made in one Lot.
8. Cremation interments may be made on a Lot with an interment of no more than one body, No more than two cremation interments may be made on a Lot.
9. When an interment is to be made in a Plot and/or Lot, the Plot and/or Lot owner shall designate the location of such interment. Should the Plot and/or Lot owner fail or neglect to make such designation, the Cemetery Supervisor reserves the right to make the interment in a location is suitable, proper and legal.
10. The Cemetery Supervisor and employees of the cemetery are the only persons who will be permitted to open and close a gravesite. No private equipment for the purpose of opening and closing graves or cremation interments will be permitted.
11. All charges for interment or services in connection therewith, shall be paid to the City Clerk's office and a receipt will be issued upon request.
 - (a) The City of Durant will not allow someone who owns Plot and/or lot in the cemetery to trade for available Plot and/or Lots in the cemetery.
 - (b) The City of Durant will allow the prepayment of grave openings (non-transferable and non-refundable).

12. Interment fees due to The City of Durant must be paid before interment will be made. Payment must be made for all cemetery Plot and/or Lots at the time of purchase of said Plot and/or Lot. Plot and/or Lots must be purchased prior to interment.
13. There must be at least twenty-four hours notice prior to any interment and at least one week's notice prior to any disinterment or removal, unless prior approval has been obtained from the Cemetery Superintendent or authorized personnel.
14. All interments, disinterments, and removals must be made at the time, and in the manner, and upon the charges fixed by the Cemetery Board.
15. Besides being subject to these rules and regulations, all interments, disinterments, and removals are made subject to the orders and laws of properly constituted public authorities.
16. The cemetery will not be responsible for any order given by telephone or for any mistake occurring from the want of precise and proper instructions as the particular lot, size of grave, and location of Plot and/or Lot, where interment is desired.

Section VI

Care of Plot and/or Lots

1. General care of the cemetery is assumed by the Supervisor and includes cutting of the grass at reasonable intervals, raking and cleaning the grounds, and pruning the shrubs and trees that may be placed by the Supervisor.

Concrete Foundations Required: All monuments and markers are required to have suitable concrete foundations. Anyone not obeying these regulations at the time of placement will not be permitted to install or leave memorial on premises.

Monuments and Memorials: Upright monuments and memorials as stated in Section I (#5 and #6), double or companion, will be permitted as long as they are in line with survey, i.e. at head of grave. Family type memorials will be permitted only at head or west end of Plot and/or Lot. Where family members exist, markers shall be placed at the foot or east of said Plot and/or Lot.

- (1) Under no condition will memorials be placed to read north or south in any section.
- (2) The same will be true of markers and mausoleums as stated above.
- (3) All installations of companion, family memorials, monuments and markers, placed at the head or west end of Plot and/or Lot shall have suitable concrete foundations with an additional 6" finished of concrete skirting projecting from all memorials and markers. Such skirting will be flush with the ground and finished in such a way as to enhance the overall appearance of the memorial.
- (4) Restrictive amendment concerning mausoleums and other above ground interments attached to back of rules and regulations.

Upright grave markers and upright Plot and/or Lot monuments are permitted in all sections except flat marker sections, as may be platted in cemetery.

Plot and/or Lot owners or others shall do no work, make no improvements, nor erect any monument, marker, fence, coping, curbing, decorative rock, ditch, or grave mound of any kind. No planting or pruning, or removing any grass, flowers, bulbs, hedge, trees, or shrubs of any kind without first securing the written consent of the Supervisor. If this rule is violated, the Cemetery Supervisor has the right to remove structures or correct such violations without notice to the Plot and/or Lot owners without liability to the cemetery.

The maintenance of private decorations are to be maintained throughout the year as follows:

- (1) Winter decorations may be maintained on graves from December 1st until March 1st. If such decorations are not removed by March 1st, they shall be considered abandoned and may be disposed of by the Cemetery Supervisor in preparation for the mowing season. Such decorations will include cut flowers, potted plants, grave blankets, wreath sprays and easels, headstone sprays, plastic sprays.
- (2) Summer decorations may be maintained on graves from March 2nd through October 31st. Such decorations will include cut flowers, potted plants, easels, wreaths, and headstone sprays.
- (3) Placement of all the above decorations except grave blankets and headstone sprays must be adjacent to the monument marker, permanent or temporary.
- (4) Memorial Day plants shall be permitted to remain on the Plot and/or Lot from May 15th until June 15th, provided they are placed in a flush type receptacle.
- (5) Floral arrangements placed on grave at the time of interment shall remain in place until such time as they become unsightly.

Vases shall be permitted only if permanently affixed to monument or marker and maintained by Plot and/or Lot owner. Proper installation shall be considered as permanently affixed to monuments or marker.

Planting shall be permitted in the cemetery with permission only from the Cemetery Supervisor.

The Cemetery Supervisor will remove all flowers, trees, and shrubs, which have become unsightly or dangerous.

No deciduous or coniferous tree shall be removed or pruned except under the direction and with the consent of the Cemetery Supervisor.

2. The general care assumed by the cemetery shall in no case mean the maintenance, repair or replacement of any memorial or mausoleum placed or erected upon Plot and/or Lot; not the doing of any special or unusual work in the cemetery, including work caused by the impoverishment of soil; nor does it mean the reconstruction of any marble or granite work on any section or Plot and/or Lot, or any portion or portions thereof in the cemetery, caused by the elements, an act of God, common enemy, thieves, vandals, strikers, explosion, unavoidable accident, invasion, insurrections, riots, or by the order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

Regarding markers or monuments that are leaning or have fallen over: They are the property of the estate of the deceased. Notification of deceased's family members will be attempted. If we are unsuccessful in contacting family members to correct the problem, the marker will be removed and stored in a specified area. Contact the Cemetery for the location.

3. If any section of the cemetery is platted as a flat marker section, the following rules and Provisions shall apply.

No planting shall be made by anyone in the flat marker section. Cut flowers and potted plants shall be permitted as long as they are in a receptacle and installed flush to the ground immediately adjacent to the backside of the flat head marker. These plants shall be permitted to remain on the Plot and/or Lot from May 15th until June 15th. No other Plot and/or Lot decoration of any description will be permitted on Plot and/or Lot in flat marker sections.

Section VII

Correction of Errors

The Cemetery Board reserves and shall have the right to correct any errors that may be made in either making interments, disinterment or removal or in the description, transfer or conveyance of any interment property; either by canceling such conveyance and substituting conveying in lieu thereof; other interment, property of equal value and similar location as far as possible or as may be selected by the Cemetery Supervisor or at the sole discretion of the Supervisor by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the Cemetery Board reserves and shall have the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

Durant Funeral Homes

As of January 2016

Browns Funeral Home.....4900 W. Hwy 70, Durant, OK 74701..... (580)-920-0393
Directors: Mike Brown

Holmes-Coffey-Murray Funeral Home...121 N. 5th Ave., Durant, OK 74701.....(580)-924-3331
Directors: Curtis Vaughn & Merle Soltis

ORDINANCE NO. 1745

**AN ORDINANCE AMENDING SECTION 11-303 OF THE DURANT CITY CODE,
PROVIDING FOR APPOINTMENT OF CEMETERY ADVISORY BOARD, POWERS AND
DUTIES OF CEMETERY ADVISORY BOARD, AND DECLARING AN EMERGENCY**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DURANT, OKLAHOMA

SECTION 1: That Section 11-303 of the Durant City Code shall be amended to read as follows:

- A. There shall be a Cemetery Department governed by a Cemetery Advisory Board which will be responsible for the administration of all city cemeteries subject to approval by the Durant City Council.
- B. The Cemetery Advisory Board shall consist of five (5) members to be appointed by the Mayor and confirmed by the City Council with one of the five appointed members serving as Chairperson. Three members shall be appointed to six-year overlapping terms and serve until their successors have been appointed and have taken office, except that when the advisory board is first appointed, one member shall serve a term of two (2) years, one member shall serve a term of four (4) years, and one member shall serve a term of six (6) years. Thereafter the terms shall be staggered so that the term of one advisory board member shall expire every even numbered year. The fourth member shall be a member of the City Council, shall be appointed by the Mayor and shall serve an indefinite term; however, such term shall automatically end when the City Council member ceases to serve on the City Council. The fifth member shall be a city employee recommended by the City Manager and confirmed by the City Council and shall serve an indefinite term; however, such term shall automatically end at such time as the city employee ceases to be employed with the City of Durant. The City Manager or his or her appointee shall serve as a non-voting, ex officio member.
- C. The Cemetery Advisory Board shall meet quarterly on the Third Thursday of the month at 4:00 P.M. in City Hall, 300 West Evergreen Street, Durant, OK.
- D. The Cemetery Advisory Board shall have the following powers and duties:
 - 1. Establish rules, regulations, policies and operating procedures governing the management and improvements of the cemetery, subject to approval by the Durant City Council.
 - 2. Research, review and make recommendations to the Durant City Council for the pricing of cemetery lots and other cemetery services when a need exists, subject to approval by the Durant City Council.
 - 3. Receive and consider recommendations and inquiries from the public regarding the operation of the cemetery and provide such recommendations and inquiries to city council. Any responsive action taken resulting from said recommendations and inquiries from the public shall be subject to approval by the Durant City Council.

4. Compilation of Highland Cemetery Information Handbook subject to approval by the Durant City Council.

E. The appointment and/or removal of employees of the Cemetery Department shall be made by the City Manager or his designate.

SECTION 2. For the immediate preservation of the peace, health, and safety of the City of Durant, Oklahoma, and of the inhabitants there, it is necessary that this ordinance shall become operative and go into effect immediately upon its passage, approval and publication.

PASSED AND APPROVED this 13 day of January, 2015.


Jerry L. Tomlinson, Mayor
City Of Durant, Oklahoma

ATTEST:


City Clerk



CITY OF DURANT HIGHLAND CEMETERY

DURANT, (BRYAN COUNTY), OKLAHOMA
P.O. BOX 578 74702-6578
CEMETERY GROUNDS (580) 924-4250
DURANT CITY HALL • RECORDS OFFICE (580) 931-6541

JOE DILLARD
CEMETERY SUPERVISOR
(580) 924-4250

CYNTHIA PRICE
CEMETERY SUPERINTENDENT
(580) 931-6541

CEMETERY
OFFICE

TO DURANT
ROAD

DRIVE 6

DRIVE 4

DRIVE 3

DRIVE 2

DRIVE 1

DRIVE 0

DRIVE 9

DRIVE 10

CEMETERY GROUNDS
TO POSTED NO.

F SECTION

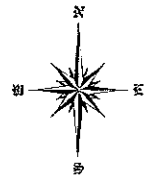
E SECTION

FUTURE EXPANSION

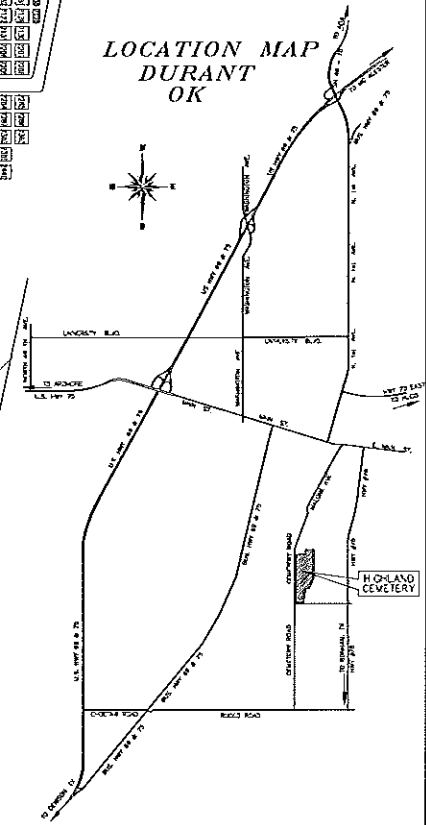
COUNTRY CLUB ROAD

TO HWY 216

BADLY
LAND
FREE GROUND



LOCATION MAP DURANT OK





The City of Durant

Office of City Manager

Memorandum

Date: 2/2/2016
To: Mayor and City Council
From: Sarah Sherrer, City Manager
Re: Consider Approval of Supplement to Trust Indenture of Durant Industrial Authority to Modify Residency Requirement for One Non-Ex Officio Trustee

Council Information / Action Requested

The Durant Industrial Authority Trustees have proposed to modify the Durant Industrial Authority Trust Indenture by amending the residency requirement for one non-ex officio Trustee. One of the non-ex officio Trustees would be allowed to live no more than five (5) miles outside the corporate boundary of the City of Durant with passage of this supplement. The remaining six (6) Trustees would still be required to live within the city limits.

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

ATTACHMENTS:

Description	Type	Upload Date
DIA TRUST INDENTURE SUPPLEMENT	Cover Memo	2/4/2016

SUPPLEMENT
TO
TRUST INDENTURE
OF DURANT INDUSTRIAL AUTHORITY

~~~~~

WHEREAS, there exists in the City of Durant, Oklahoma, an urgent need to provide for industrial and economic development therein, and to expedite the same by the Trustees of Durant Industrial Authority:

IT IS AGREED BY AND BETWEEN ALL OF THE TRUSTEES OF DURANT INDUSTRIAL AUTHORITY and THE CITY OF DURANT, OKLAHOMA, A MUNICIPAL CORPORATION, AS FOLLOWS:

The undersigned Trustees of Durant Industrial Authority, a public trust, by and with the consent of the City of Durant, Oklahoma, the beneficiary thereof, hereby contract, agree and covenant between themselves with and to the State of Oklahoma and with and to the Beneficiary of said trust, pursuant to the terms of said Trust Indenture and this instrument, that they do declare that they will execute the trust created by the Trust Indenture of Durant Industrial Authority, dated August 14, 1964, and as supplemented by this instrument as Trustees for the Beneficiary, and that they do and will hold, receive and administer the Trust Estate IN TRUST solely for the use and benefit of said Beneficiary in the manner provided in the said Trust Indenture, as hereby supplemented.

In pursuance of the foregoing, each and every of the provisions of the aforesaid Trust Indenture excepting only as hereinafter set forth, and previous supplements to the trust, hereby are re-contracted, re-covenanted and re-declared to be effective from and after endorsement hereon of acceptance of beneficial interest for the Beneficiary by the governing body thereof, and thereafter paragraph 1 of Article VI of said Trust Indenture entitled "THE TRUSTEES" shall be stricken therefrom and shall be replaced by the following:

"(1) The Trustees of this Trust shall be seven (7) in number: five of which shall be ex officio members and shall be residents of the City of Durant, Oklahoma as follows:

The person who shall be the incumbent Mayor of the City of Durant, Oklahoma;

The Executive Director of the Durant Chamber of Commerce;

The Chief Executive Officer of the First United Bank and Trust Company or designee;

The Chief Executive Officer of the First Texoma National Bank, or designee;

The Chief Executive Officer of the Landmark Bank, N.A., or designee;

All of the foregoing shall be ex officio voting Trustees. The remaining two (2) Trustees shall be persons designated by the Mayor of the City of Durant, Oklahoma, one of which may reside outside of the corporate boundary of the Beneficiary not to exceed five (5) miles and the other Trustee shall be a resident of the City, subject to the approval of a majority of the members of the governing body of said City, to serve for a four (4) year term. All of the foregoing provisions of this paragraph are subject to these provisions:

“(a) Each Trustee shall continue as such until succeeded and replaced by some other person in this position;

“(b) Each person who shall come to hold an above-designated position shall be entitled to qualify as, and to become, a Trustee hereunder and to continue as such, unless temporarily replaced pursuant to this Article, until succeeded and replaced by some other person as such officer of the Beneficiary and such other person shall have qualified as a Trustee hereunder: PROVIDED, that in the event any aforesaid designated entity, an officer of which (or the designee) is entitled to become a Trustee hereunder shall be succeeded by some other entity, the corresponding officer of the successor (or the designee) shall be entitled to become and be a Trustee and if any such entity shall cease to exist without any such succession, that Trusteeship shall be filled by a majority of the remaining Trustees of the Trust for the unexpired term.

“(c) All of the legal rights, powers and duties of each Trustee shall terminate when he shall cease to be a Trustee hereunder and all of such legal rights, powers and duties shall devolve upon his successor and successors, with full right and power of the latter to do or perform any act or thing which his predecessor or any predecessor could have done or performed.”

Dated this \_\_\_\_ day of February, 2016,

**DURANT INDUSTRIAL AUTHORITY**

\_\_\_\_\_  
GREG MASSEY, Chairman

\_\_\_\_\_  
TOMMY KRAMER, Secretary

**CITY OF DURANT**

\_\_\_\_\_  
STEWART HOFFMAN, Mayor

\_\_\_\_\_  
CYNTHIA J. PRICE, City Clerk



**ACCEPTANCE OF BENEFICIAL INTEREST**

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to Resolution number 2016-01 of the City Council of the City of Durant, Oklahoma, the governing body of said City, hereby accepts for said City beneficial interest in the trust created by the Trust Indenture of Durant Industrial Authority, dated August 14, 1964, as supplemented by the Supplement to said Trust Indenture, as set forth in the foregoing, in all respects in accordance with the terms of said instruments.

IN WITNESS WHEREOF, the Mayor of the City of Durant, as authorized and directed by the aforesaid Resolution, has executed this Acceptance of Beneficial Interest for said governing body of said City, as an official action thereof, this \_\_\_\_ day of February, 2016.

\_\_\_\_\_  
STEWART HOFFMAN, Mayor

Attest: (Seal)

\_\_\_\_\_  
CYNTHIA J. PRICE, City Clerk

ACKNOWLEDGMENT

STATE OF OKLAHOMA                                 ]  
COUNTY OF BRYAN                                 ]

Before me, the undersigned Notary Public in and for said County and State, on this \_\_\_\_\_ day of February, 2016, personally appeared **Steward Hoffman**, to me known to be the identical person who signed the name of City of Durant to the within and foregoing instrument/document, as its Mayor, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL) \_\_\_\_\_ Notary Public

My Commission Expires:

My Commission Number;

## ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF BRYAN

:SS

]

Before me, the undersigned Notary Public in and for said County and State, on this \_\_\_\_\_ day of February, 2016, personally appeared **Greg Massey**, to me known to be the identical person who signed the name of Durant Industrial Authority to the within and foregoing instrument/document, as its Chairman, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Authority, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL)

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

My Commission Expires:

\_\_\_\_\_

My Commission Number;

\_\_\_\_\_



# The City of Durant

## Office of City Manager

### Memorandum

**Date:** 2/2/2016  
**To:** Mayor and City Council  
**From:** Sarah Sherrer, City Manager  
**Re:** Consider Approval of Resolution 2016-01 Consenting and Agreeing to a Supplement to the Trust Indenture of Durant Industrial Authority, Accepting Beneficial Interest Therein

---

It is procedural in nature to accept the beneficial interest in the trust created by the trust indenture of the Durant Industrial Authority each time a supplement is approved.

### Council Information / Action Requested

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

#### ATTACHMENTS:

| Description        | Type              | Upload Date |
|--------------------|-------------------|-------------|
| RESOLUTION 2016-01 | Resolution Letter | 2/3/2016    |

**RESOLUTION NO. 2016-01**

A RESOLUTION CONSENTING AND AGREEING TO A  
SUPPLEMENT TO THE TRUST INDENTURE OF DURANT INDUSTRIAL  
AUTHORITY, ACCEPTING BENEFICIAL INTEREST THEREIN

~~~~~

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DURANT, OKLAHOMA:

SECTION 1. The governing body of the City of Durant, Oklahoma, hereby consents and agrees that the Trust Indenture of Durant Industrial Authority, a public trust, dated August 14, 1964, be amended by an instrument denominated "Supplement to Trust Indenture of Durant Industrial Authority". The Mayor of the City of Durant, Oklahoma, hereby is authorized and directed to execute said instrument for and on behalf of the City and the governing body thereof.

SECTION 2. The governing body of the City of Durant, Oklahoma, hereby does accept for and on behalf of said municipality the beneficial interest in the public trust designated as "Durant Industrial Authority", provided for in the Trust Indenture dated August 14, 1964, as amended by the aforesaid Supplement. The Mayor of the City hereby is authorized and directed to endorse such acceptance of beneficial interest on said Supplement to the aforesaid Trust Indenture for and on behalf of the municipality and the governing body thereof.

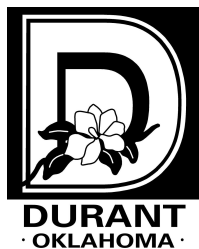
PASSED AND APPROVED this 9th day of February, 2016.

CITY OF DURANT

STEWART HOFFMAN, Mayor

ATTEST: (Seal)

CYNTHIA J. PRICE, City Clerk



The City of Durant

Office of City Manager

Memorandum

Date: 2/2/2016
To: Mayor and City Council
From: Sarah Sherrer, City Manager
Re: Consider Appointment as Recommended by City of Durant Mayor to Fill Trustee Position Vacated by Fran Mickle

Mrs. Mickle, a long time Durant Industrial Authority Trustee and community supporter will not seek reappointment and therefore it is necessary to fill the vacancy she leaves at the close of her term.

As set forth in the Durant Industrial Authority Trust Indenture, the Mayor of the City of Durant shall designate the appointments of the two non-ex officio Trustees of the Authority. The designation is then subject to the approval of a majority of the members of the City Council. At the time of this writing, Mayor Hoffman's designation to fill Mrs. Mickle's vacancy has not been announced.

Council Information / Action Requested

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



The City of Durant

Human Resources Department

Memorandum

Date: 1/21/2016
To: Mayor and City Council
From:
Re: HR Department Report January 2016 Compliance, Activities and Projects

Compliance:

- ACA employee documentation and reporting completed
- W2s processed and distributed

Projects:

- 2016 OMAG Training Sessions scheduled
- Employee Health Assessments Complete
- Chief of Police Interviews conducted
- 911 Dispatch Interview conducted(1 open position)
- Annual Performance Evaluations completed with goals and objectives for 2016 established

Activities/Events:

- Department Head Meeting and leadership exercise (book review)
- Spring Health Fair Planning
- Quarterly Lunch and Learn Planning (sponsored by American Fidelity - date TBD)

Council Information / Action Requested

None required.

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

None required.

Donald W Reynolds Community Center & Library

January 2016

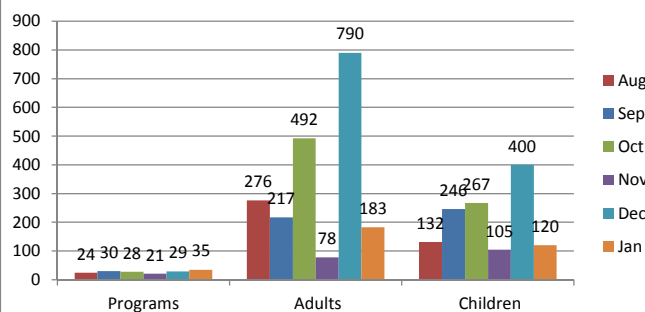
Statistical Report

Attendance monthly total	8797
Attendance daily average	382
Circulation monthly	6200
Circulation average daily	270
Interlibrary Loan books borrowed	30
Interlibrary Load books loaned	29
Computer usage total	1273
Computer usage average daily	55
Computer usage average time	38 min
Computer guest passes	209
New borrowers added	169

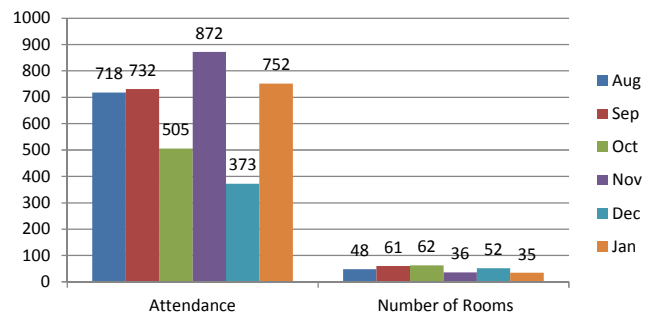
What's Going on and What's New!

- This month saw a spike in new borrowers and guest passes. Due to this increase we have increased the time patron's to two hours, from one hour, with a valid library card and then guest passes have increased from thirty minutes to one hour. This increase is temporary, pending the library board approval, but we feel strongly that the amended policy will approved by the board at the next meeting on March 9, 2016.
- We are still waiting on tax forms to arrive at the library. We have received the 1040A forms and instructions but will receive many more forms in the next week or two. With the increase in computer time patrons will be able to file their taxes online in one to two settings.
- The number of people who come into the library on a daily basis who have just moved to the area is astounding and January proved to be a month with many newcomers to Bryan County. Due to this increase we have expended our required residency documentation to make it easier on those who may just be settling in. New Bryan County residents need to have a valid photo i.d. and show some proof of address. This proof can be any type of mail (from within the last 30 days), lease agreement, proof of rent, or bill. We want to help you get a card but require some official proof that you are indeed a resident of Bryan County. We hope these expanded forms of residency will help!
- The library director spoke to the Durant Leadership group in January and helped spread the word about all the services the library has to offer. This program allows students in the leadership program to gain a better understanding of how the City of Durant's government works. It was a pleasure to see and speak to all these excited community members.

Library Programs 2015-2016



Room Rentals 2015-2016



Library Events & Programming

One-on-One technology sessions – Due to the popularity of the one-on-one sessions with patrons to help them with their laptops, tablets, e-readers, cell phones, smartphones, & genealogy research these services will be extended to become a part of our normal every day services. Patrons can book 30 minute sessions with staff from 2-7pm Mon-Thurs. There is no limit on the number of sessions patrons can book with the library staff.

OU Resource Center Foster Parent Training – The library hosted the University of Oklahoma's parent resource training to help train new foster parents. About 40 adults attended the classes over three Saturdays to help get them their training necessary to enter the ranks of the foster parent army. Congrats! More classes should be held in the Fall.

Durant Soccer Club – The soccer club used the library's computer lab to sign up kids for Spring soccer. Over three Saturdays there were more than 300 people in attendance. By using the lab the soccer club can help parents sign up on the computer and help answer any questions they may have about the soccer rules and requirements.

ParentPro Community Group - The ParentPro group continues to have monthly meetings at the library, in the CC Meeting Room, to help engage parents, old and new, in the community. This free program sponsored by the Bryan County Health Department offers programming and assistance to mothers to help ensure they have a healthy pregnancy and offer help throughout the first several years of the child's life. The community meeting is held the third Tuesday of the month at 4pm and is FREE to the public. You can contact Lucy at the Bryan Co. Health Dept. with questions.

Library Promotion

Library Website – www.donaldwreynolds.okpls.org

Donald W Reynolds & Donald W Reynolds Friends of the Library- FACEBOOK FOR PHOTOS AND INFORMATION

<http://www.facebook.com/home.php?#!/rlwpubliclibrary>

Electronic Bulletin Board is being utilized to make announcements of library programs and services.

"Check it out at the Library" - weekly column with the Sunday edition of the Durant Daily Democrat.

New website – Go here for a sneak peek at the new website which should be ready in early 2016.

devdurant.okpls.org



The City of Durant

Durant Police Department

Memorandum

Date: 1/5/2016
To: Mayor and City Council
From: Andy Navid, Captain 911 Coordinator
Re: 911 Communication Center Monthly Report - Feb 2016

Attached is an RFAP for In-Synch Annual Maintenance Renewal Fees for the Durant Police Department/911 Communication's Records management System Software for the amount of \$20,000.

Records management system is used by dispatchers for fire/medical emergencies. Pertinent information about persons and structures are relayed to fire personnel regarding life safety issues, health concerns and possible location of hazardous materials if this information is available.

These dollars are spent from Bryan County Fire Sales Tax, not budgeted dollars from the City.

Council Information / Action Requested

Information only

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

911 Coordinator/Obtain proper signatures on RFAP/file
911 Coordinator/Submit Purchase Order to Bryan County Clerk
Bryan County Clerk/Pay invoice from Bryan County fire sales tax

ATTACHMENTS:

Description	Type	Upload Date
In-Synch Annual Maintenance RFAP	Exhibit	1/5/2016

Instructions

Purchases of less than \$2,000 are not subject to this process.

Purchases to be made by contract or agreement with a specific vendor with a specific \$ amount approved by the City Manager (less than \$15,000) or City Council (over \$15,000) do not require a RFAP and or can be accepted as equal to an RFAP.

Before any purchase of, or contract for, supplies, materials, equipment or contractual services is made, as otherwise provided below, the city purchasing authority shall submit to at least three persons, firms or corporations dealing in and able to supply

Purchases over \$15,000 and contracts must have prior approval by the council except as described below.

City Council approval of annual budgets does not constitute authorization for bidding or spending of amounts over \$15,000. When a specific item or projects starts specific council bid and spend authorization is required for items over \$15,000, except in

This form/information is due in the City Clerk's Office no later than 5:00 p.m. on Monday, at least one week prior to council meeting (2nd Tuesday each month). A council Memo with additional information must be attached to this request.

Council has approved the city manager to approve purchase from \$2,000-\$15,000 via negotiated prices (3 informal quotes are city manager option from \$2,000-15,000 / state contract info), the spend authorization tab / form is required but only to be signed

Bid and spend authorizations are generally separate, but with prior approval of the city manager and or an emergency both can be combined into one action item.

The City of Durant has an administrative process which requires City Council Authorization to procure items over \$15,000 using the processes

Bid specifications tab info is the minimum required for each bid.

***Emergency Purchases 61 O.S.**

As provided in OS 61: Emergency as used in this section shall be limited to conditions resulting from any of the following:

1. A sudden unexpected happening or unforeseen occurrence if it is impossible for the provisions of Section 62 of this title to be observed because of the time factor and if the public health or safety is endangered; and shall be limited to conditions re
2. A condition or situation which, if allowed to continue, would lead to economic loss to the state or to further damage of state property.
3. Emergency declaration does not require separate action, this form/process includes what is needed for emergency declaration.

§ 37.003 CONTRACTUAL SERVICES DEFINED FOR PURCHASING.

CONTRACTUAL SERVICES, for the purpose of this subchapter, shall mean services performed for the city by persons not in the employment of the city and may include the use of equipment or the furnishing of commodities in connection with the services un
(`93 Code, § 7-103)

§ 37.004 PURCHASES, HOW MADE.

All purchases of supplies, materials, equipment and contractual services for the offices, departments and agencies of the city government shall be made by the City Manager or by other city personnel in accordance with purchase authorizations issued b
(`93 Code, § 7-104)

Statutory reference:

Purchase Order Act applicable to city purchases, see 62 O.S. §§ 310.1 to 310.9

§ 37.005 WHEN PRIOR APPROVAL BY THE COUNCIL IS REQUIRED.

(A) Every contract for, or purchase of, supplies, materials, equipment or contractual services for more than \$15,000 shall require the prior approval of the City Council, except the following:

- (1) Contractual services, including, but not limited to natural gas, electricity or telephone service purchased from a public utility at a price or rate determined by the State Corporation Commission or other governmental authority;
- (2) Taxes, including, but not limited to withholding social security and unemployment compensation taxes;
- (3) Retirement, pension fund, insurance and similar payments or contributions which are payable pursuant to a resolution, ordinance, contract, policy or other appropriate agreement which has been approved by the City Council; and
- (4) Emergency purchases as defined by the Council.

(B) Under no circumstances may a contract or purchase be made without first obtaining the approval of the Council, except as provided in this section.

('93 Code, § 7-105) (Ord. 1112, passed 7-14-87; Am. Ord. 1141, passed 11-14-89; Am. Ord. 1457, passed 2-8-05; Am. Ord. 1576, passed 11-13-07; Am. Ord. 1619, passed 7-14-09)

§ 37.006 COMPETITIVE BIDDING.

Before any purchase of, or contract for, supplies, materials, equipment or contractual services is made, as otherwise provided below, the city purchasing authority shall submit to at least three persons, firms or corporations dealing in and able to s

('93 Code, § 7-106)

Statutory reference:

City Manager's office, bidding under conditions set by the Council, see 11 O.S. § 10-116

Public Competitive Bidding Act applicable to capital improvements as defined in the Act over \$7,500, see 61 O.S. §§ 101 to 136

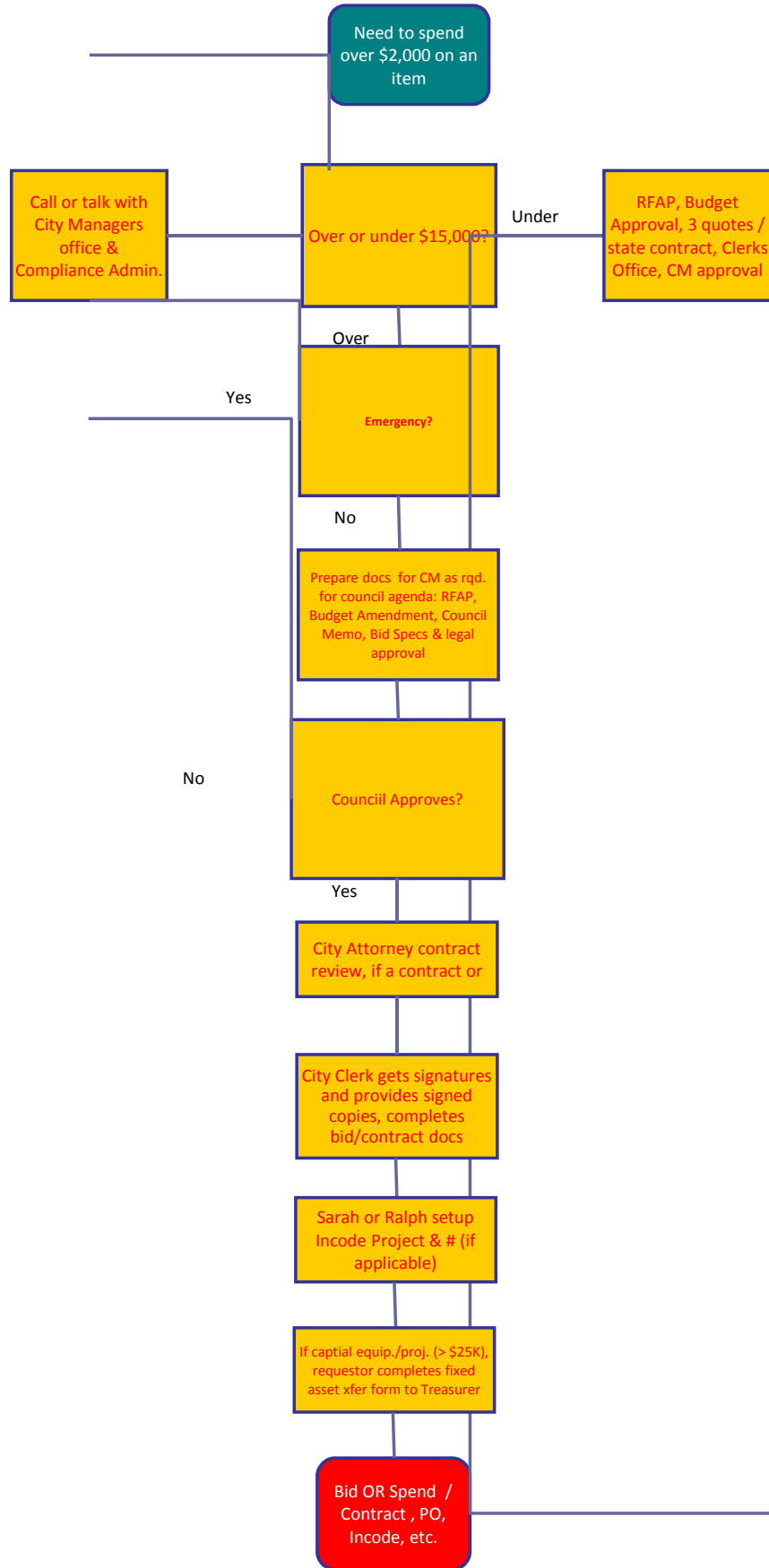
§ 37.007 WHEN COMPETITIVE BIDDING IS NOT REQUIRED.

The following may be purchased without giving an opportunity for competitive bidding:

- (A) Supplies, materials, equipment or contractual services whose cost does not exceed \$15,000 in a single transaction;
- (B) Supplies, materials, equipment or contractual services which can be furnished only by a single dealer or which have a uniform price wherever bought;
- (C) Supplies, materials, equipment or contractual services purchased from another unit of government at a price deemed below that obtainable from private dealers, including government surplus;
- (D) Equipment to replace existing equipment which has become inoperable when the Council declares the purchase an emergency;
- (E) Contractual services, including, but not limited to natural gas, electricity or telephone service purchased from a public utility at a price or rate determined by the State Corporation Commission or other governmental authority;
- (F) Supplies, materials, equipment or contractual services when purchased at a price not exceeding a price set therefor by the state purchasing agency or any other state agency hereafter authorized to regulate prices for things purchased by the s
- (G) Contractual services of a professional nature, such as engineering, architectural and medical services.

('93 Code, § 7-107) (Am. Ord. 1623, passed 8-11-09)

Request For Authorization to Bid OR Spend/Contract Flow Chart



Below are the minimum items required for bidders & bidding, depending on the situation more items may be required.

#	Requirement Description
1	Contracts over \$50,000 require performance bonding OR irrevocable letter of credit , per OS §61-1.
2	Bond OR Letter of Credit must be completed prior to or at the same time contracts are signed.
3	Bid and warranty/maintenance bonds are at the option of the city, depening upon the specifics of the job.
4	Setup Incode project # & PO# and provide to bidders. Project # and PO # must be shown on invoices.
5	Bidders to provide vehicle, workmans comp., etc. insurance certificates in conjunction with contract signing.
6	Contract contacts must be included, for example Name, address, phone number of person to contact for changes, person to mail signed contracts, etc., see example contract on Ex. Contract tab.
7	The Durant City Attorney must stamp, sign or otherwise note contract (and other appropriate document) review & approval along with date stamp.
8	Technical specifications for the bid must be included or other information so as to encourage bidding on comparable goods / services to the extent reasonable and to extent to provide flexibility by bidders to provide innovative and lower cost solutions to
9	The following is to be noted in all bid packages and publications: -Per city ordinance § 37.008 & 37.006 The City can repeatedly reject all bids and advertise or give notice again. -Per city ordinance § 37.006 The City may purchase from the bidder whose
10	The following are options for handling the bid pricess after opening date & prior to council action in the event no bids are acceptable <u>or</u> no bids are submitted <u>or</u> if a bid awardee does not show up for a job. What ever course of action is decided it must
11	City bill payment process: invoices with PO/Project number must be sent to AP prior to 26th of each month, checks are mailed the 2nd Wednesday of the following month after City Council approval.

The attached is an example council memo (double click on the below to open, then edit for your specific situation)

Other
notes on
bidding



Document

REQUEST FOR AUTHORIZATION TO PURCHASE

Ref: 11 O.S. §10:114 (B) and 61 O.S. §103 (D) and & City of Durant Code: § 37.003-37.010

Item #

1 Item planned for spending (provide details):

INSYNCH Annual Maintenance Renewal Fees for the Durant Police Department/911 Communications Records Management System Software

2 Department requesting authorization:

Durant Police Department/911 Communications (Bryan County Fire Sales Tax Funds)

3 Bidding recommendation (award or reject along with name and contact information of vendor):

4 Estimated Purchase Date (M/D/Y):

2/1/2016

5 What are the financing or lease purchase terms (APR %, length of financing, payments, etc.)

6 Is this item included in the current FY budget (Yes/No)

Yes

7 GL account code:

Fire Sales Tax

8 Spending / purchase request details (complete below blanks):

8a Amount requested to spend

\$20,000.00

8b Item (new or replacement, if a capital item complete fixed asset form)?

Replacement

8c Old Item to be Traded-In (Yes / No). Note: if a capital item complete fixed asset form?

No

If a Replacement Item, give description, age and condition of item to be replaced (including model & serial or VIN, trade allowance)

8d Is a contractor written agreement involved (Yes / No), if yes include a copy of the contract after City Attorney Review

No

8e Does the purchase involve Grant Funding (Yes or No)

No

8f What is the City Cash Match for the Grant

N/A

8g What other match or financial obligation is involved with the City accepting this Grant (explain with details)

9 Purchase is Planned By (complete appropriate item(s) below):

9a **Informal Quotes** – Purchases of \$2000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 use formal bids. Specifications & at least 3 quotes must be attached for items over \$5,000 (city manager can require quotes for below \$5,000).9b **Formal Bids** – Purchases with an estimated cost over \$15,000 Council approval required. Attach complete specifications and a bidders list with at least 3 bidders. Include bidder name, address, phone number, fax number and email address of recommended vendor.9c **State Contract** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases over \$15,000 Council approval required. Include name, address, phone number, fax number, email address of state contract vendor and state contract number:

Spend & Contract Form

9d **Buy Board** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases more than \$15,000 Council approval required. Include name, address, phone number, fax number, email address of Buy Board:

9e **Professional Services Agreement** – Purchases over \$2,000 and less than \$15,000 via an engineering, surveying, architect, computer services, janitorial, etc. firm covered by a council approved professional services agreement, City Manager approval required.

9f **Emergency Purchase** – To be utilized only when immediate action must be taken to protect the public health or safety or to prevent damage to property, prior council approval not required. Notify the City Manager immediately that an emergency purchase is ne

9g **Sole Source Purchase** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 Council approval required in addition to City Manager approval. Attach to this request a memo detailing the nature of the Sole source designation to explain how this purchase fulfills the requirements to be considered a sole source purchase.

Annual Maintenance from same vender

10 Signature & date blocks (complete appropriate sections):

10s	Signature of Grants Administrator (if applicable)	date (M/D/Y):
-----	---	---------------

10b	Signature Department Head	date (M/D/Y):
-----	---------------------------	---------------

10c	Signature of Division Head	date (M/D/Y):
-----	----------------------------	---------------

10d	Signature of Budget Administrator	date (M/D/Y):
-----	-----------------------------------	---------------

10e	Signature of Project Director (applicable over \$5,000 capital projects)	date (M/D/Y):
-----	--	---------------

10e	Signature of City Manager (only over \$2,000)	date (M/D/Y):
-----	---	---------------

10f	Signature of City Treasurer (date)	date (M/D/Y):
-----	------------------------------------	---------------

11h City Manager Comments:

Example contract. Note: the city does not have a particular contract we require, normally we use the contract proposed by the vendor (double click on the below to open, then edit for your specific situation)

Document

Budget Amendment is required if funds are required (double click on the below to open, then edit for your specific situation)



Budget_Amendmen
t_Request_Form_M

Fixed asset change form is required when you are adding or disposing of capital equipment (double click on the below to open, then edit for your specific situation)



asset_transfer_form_feb_2005.doc

Rev. History

What	Who	When
Changed \$2,000 informal quote to \$5,000	Jim Dunegan / Ralph Houser per discussion with Don Darnell	3/3/2010
Various edits, corrections and updates for RFAP forms. Addition of notes regarding bid acceptance to clarify best vs. lowest bid, what to do in no bids are received, etc.	Ralph Houser per discussion with Pat Phelps	1/20/2011
Council approved	June 14, 2011 meeting	6/15/2011
Adding wording on council notification after emergency purchases	Ralph Houser	6/28/2011
Updated sole source to council council approved amount, this was a scribners error, see ordinance ORDINANCE NO. 1619, approved by city council 7/14/2009	Ralph Houser	6/29/2011
Add header notes to bid and spend tabs referencing the above ordinance and date	Ralph Houser	6/29/2011
Add revision date to upper left corner of bid and spend tabs.	Ralph Houser	6/29/2011
Corrected statute reference for emergency purchases from §61 to 61 O.S. on instruction tab & item 10 on bidding specs tab	Ralph Houser / Pat Phelps	7/7/2011
Corrected scribner error on Spend tab, 9c corrected amount for Council approval per ORD. 1619.	Ralph Houser / Pat Phelps	7/7/2011
Bid specs tab, added wording on notifying unsuccessful bidders of reasons	Ralph Houser / Pat Phelps	7/7/2011
Add city ord code for instructional purposes to instruction tab from § 37.003 CONTRACTUAL SERVICES DEFINED FOR PURCHASING.	Ralph Houser	7/26/2011
Added wording to instruction tab that a contract or agreement with specific \$ amounts can be accepted in place of an RFAP with the proper approvals.	Ralph Houser	7/26/2011

Rev. History

Minor edits / addition to bid specs instruction tab	Ralph Houser	11/2/2012
Deleted Bid Authorization/Memo tabs; Deleted Mayor and City Clerk signature lines on RFAP.	Sarah Sherrer	2/12/2015

City of Durant, Oklahoma

General Fund - UNAUDITED

Monthly Revenue and Expense Report DECEMBER 2015 - 50% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY15/16 Budget **	% TLT BDG
Sales Tax (2%)	561,921.50	3,469,072.35	6,598,014	53.89%
Use Tax	72,908.94	457,459.67	750,000	6.13%
Alcoholic Beverage Tax	8,415.11	53,975.95	100,000	0.82%
Tobacco Excise Tax (first receipt Feb 2005)	13,995.70	92,821.64	150,000	1.23%
Telephone Franchise Tax	121.55	1,330.74	25,000	0.20%
Electric Service Franchise Tax	37,313.63	289,430.78	600,000	4.90%
Natural Gas Franchise Tax	3,180.13	75,757.56	60,000	0.49%
Cable TV Service Franchise Tax	-	-	85,000	0.69%
Vehicle Tax	9,996.04	64,283.78	110,000	0.90%
Gasoline Excise Tax	2,090.13	15,689.89	30,000	0.25%
Licenses - All Types	1,155.00	24,590.00	16,000	0.13%
Permits - All Types	66,624.00	161,212.00	204,500	1.67%
Swimming Pool Revenues	-	40,304.25	36,300	0.30%
Reimb. Engineering & Publication Fees	737.70	1,498.35	1,000	0.01%
Sidewalk & Curb Repair Fees	-	884.25	-	0.00%
Police Bonds & Fines	26,047.60	165,856.62	220,000	1.80%
Interest Earnings	286.75	2,055.29	3,000	0.02%
Civil Defense Reimbursement - County/State	-	30,000.00	65,000	0.53%
Grant Revenues	786.60	81,523.46	129,133	1.05%
Miscellaneous Revenues	32,326.13	133,356.27	155,500	1.27%
Sub-Total Revenues	837,906.51	5,161,102.85	9,338,447	76.27%
Transfer from Utility Authority	242,175.08	1,453,050.48	2,906,101	23.73%
Subtotal Current Year Receipts	1,080,081.59	6,614,153.33	12,244,548	100.00%
Balance Forward from FY15 (unaudited)	N/A		2,372,549	
Total General Funds Available	1,080,081.59	6,614,153.33	14,617,097	

Expense Type:	Month	Year-To-Date	Current FY15/16 Budget **	% TLT BDG
City Administration	52,514.43	285,785.32	580,768	4.49%
City Clerk	18,025.54	92,956.86	214,368	1.66%
City Treasurer	21,929.72	103,930.35	205,242	1.59%
Legal Services - Attorney	8,703.41	60,364.25	110,537	0.85%
Law Enforcement - Police Dept	417,465.25	2,123,320.99	4,356,142	33.67%
Animal Control	10,051.94	48,360.33	100,141	0.77%
Finance Dept	3,258.16	3,258.16	-	0.00%
Fire Dept	323,999.76	1,532,937.87	3,027,927	23.41%
Parks, Rec & General Services	54,660.17	342,694.04	728,321	5.63%
Swimming Pool	472.51	57,578.77	116,654	0.90%
Municipal Court	12,055.78	55,346.42	109,699	0.85%
Community Development	43,099.46	205,638.02	414,451	3.20%
Public Library	52,665.91	310,843.68	662,273	5.12%
Street Department	99,357.31	459,305.23	872,767	6.75%
Civil Emergency Mgmt	26,554.72	125,784.26	289,283	2.24%
General Government	54,506.55	266,815.51	571,309	4.42%
City Garage	33,635.31	165,615.41	363,440	2.81%
Senior Citizens Center	687.07	7,619.21	22,750	0.18%
Sub-Total Operating Expenses	1,233,643.00	6,248,154.68	12,746,072	98.53%
Expense Type:	Month	Year-to Date	FY15/16 Budget **	
Transfer to Insurance Cash Fund	8,753.83	52,522.98	105,046	0.81%
Transfer to Cemetery Operations Fund	6,087.83	36,526.98	73,054	0.56%
Transfer to DAA for EOC Lease	-	2,000.00	12,000	0.09%
Sub-total of Transfer Expenses	14,841.66	91,049.96	190,100	1.47%
Total Expenses	1,248,484.66	6,339,204.64	12,936,172.00	100.00%
Reserve - Personal Services (Payroll)	-	-	1,680,925	
General Fund Expense Totals:	1,248,484.66	6,339,204.64	14,617,097	

THERE WERE 3 PAYROLL PERIODS IN DECEMBER 2105

Net Gain / (Loss) - Excluding Balance Forward (168,403.07) 274,948.69 0 MH 1/21/16

City of Durant, Oklahoma

Capital Improvements Fund - UNAUDITED

Monthly Revenue and Expense Report DECEMBER 2015 - 50% of Fiscal Year Lapsed

0.5

Revenue Type:	This Period	Year-To-Date	Current FY15/16 Budget **	% In Bdg
Interest Earnings	40.76	454.25	0.00	0.00%
Miscellaneous Revenues	0.00	-	0.00	0.00%
FEMA/EOC Grant	0.00	100,205.05	886,707.00	15.61%
FAA GRANT REV ODALS FY16			400,000.00	7.04%
FY13 EDA GRANT REV	0.00	184,565.73	566,777.00	9.98%
FAA GRANT ASPH OVRLY RNWY17			150,000.00	2.64%
FY12 OK REC TRAILS GRANT			160,000.00	2.82%
Grant Revenues	-	17,840.00	17,840.00	0.31%
Reimbursements Rev.				0.00%
Equipment Financing	0.00	-	170,000.00	2.99%
Sub-Total Revenues	40.76	303,065.03	2,351,324.00	
Transfer from General Fund		-	0.00	0.00%
Transfer from 1% S.T. Rev. Fund	39,855.06	201,092.60	264,977.00	4.66%
Transfer from Utility Authority	16,666.67	100,000.02	200,000.00	3.52%
Transfer from DCFA Fund(DMSC MISC)	4,310.20	25,861.20	51,724.00	0.91%
Transfer from 110 Crawford St	79,305.49	79,305.49	87,812.00	1.55%
Transfer from DCFA Fund(DMSC TRAILS MTC)	68,318.76	68,318.76	89,310.00	1.57%
Transfer from DCUA 2010 STRN	-	381,923.81	1,436,389.00	25.28%
Transfer from DCUA 2012A STRN	-	6,704.47	1,172,147.00	20.63%
Transfer from DCFA Fund(DMSC Project)	-	7,150.00	27,150.00	0.48%
Subtotal Current Year Receipts	208,496.94	1,173,421.38	5,680,833.00	100.00%
Balance Forward from FY15 (Unaudited)	N/A	-	1,064,762.00	
Total Capital Improvement Available	208,496.94	1,173,421.38	6,745,595.00	

Expense Type:	Month	Year-To-Date	Current FY15/16 Budget **	
Law Enforcement - Police Dept	0.00	0.00	171,483.00	2.75%
Communication CTR. (PD)	0.00	0.00	36,238.00	0.58%
Parks, Rec, & Gen Svcs	0.00	0.00	50,000.00	0.80%
Street	0.00	79,305.49	87,812.00	1.41%
Civil Emergency Management	266,989.90	518,684.55	902,043.00	14.44%
General Government	64,520.01	454,043.83	795,622.00	12.74%
Water Sewer Line Maintenance	10,814.75	19,077.75	0.00	0.00%
Water Treatment Plant	101,319.61	275,838.68	677,158.00	10.84%
Collection-Solid Waste	0.00	0.00	200,000.00	3.20%
Disposal- Solid Waste	260.00	6,406.00	65,569.00	1.05%
Eaker Field Airport	0.00	30,320.00	621,720.00	9.95%
Multi-Sports Complex	5,509.19	235,028.99	250,391.00	4.01%
2007 U.S.S.T.R.N. Exp.	1,472.16	4,839.83	162,307.00	2.60%
2010 U.S.S.T.R.N. Exp.	39,274.63	271,129.29	1,059,757.00	16.97%
2012A U.S.S.T.R.N. Exp.	22,205.99	22,205.99	1,165,318.00	18.66%
Sub-Total Operating Expenses	512,366.24	1,916,880.40	6,245,418.00	100.00%

Expense Type:	Month	Year-to Date	Current FY15/16 Budget
Transfer to General Fund	-	-	-
Transfer to UASF	-	-	-
Transfer to DLA	-	-	-
Sub-total of Transfer Expenses	-	-	-
Total Expenses	512,366.24	1,916,880.40	6,245,418.00
Reserve - CI, 2010 USSTRN	-	-	500,177
Capital Improvement Expense Totals	512,366.24	1,916,880.40	6,745,595

Net Gain / (Loss) - Excluding Balance Forward	(303,869.30)	(743,459.02)	-
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** Grants Revenue Pending, 2010 STRN deposit to January 2016

MH 1/21/16

City of Durant, Oklahoma

Durant City Utilities Authority Fund 405 - UNAUDITED

Monthly Revenue and Expense Report DECEMBER 2015 - 50% of Fiscal Year Lapsed

Revenue Type:	Month	Year-To-Date	Current FY15/16 Budget ***	% IN BDGT
Water Service - city-wide	188,083.58	1,388,409.45	2,500,000.00	26.09%
Water Sales - RW Dist. #2	2,527.99	15,167.94	35,000.00	0.37%
Water Sales - RW Dist. #5	42,644.04	322,481.03	600,000.00	6.26%
Sewer Service Fees	146,148.95	922,028.77	1,750,000.00	18.27%
Sanitation Service Fees	224,113.54	1,338,703.65	2,500,000.00	26.09%
Sanitation - Rolloff Bins Revenue	76,248.53	482,924.89	900,000.00	9.39%
Sanitation - Compactor Revenue	16,933.72	105,286.65	125,000.00	1.30%
Landfill Gate Fees (excluding Xfer ST.)	11,897.44	140,273.50	250,000.00	2.61%
Transfer Station Fees Revenue	33,871.41	183,435.04	300,000.00	3.13%
Late Payment Penalties	10,620.65	61,470.05	100,000.00	1.04%
Non Payment Fee	12,799.14	73,084.23	150,000.00	1.57%
Water & Sewer Tap Fees	21,026.77	84,258.92	200,000.00	2.09%
Interest Earnings	129.90	533.58	-	0.00%
Interest Earnings in 2007 USSTRN Proj. Acct.	104.01	592.56	-	0.00%
Lab Tests Revenue	1,695.00	11,490.00	20,000.00	0.21%
Recyclable Products SW Disposal	49.95	2,227.77	6,000.00	0.06%
Miscellaneous Revenues	15,274.69	78,590.61	144,526.00	1.51%
Sub-Total Operating Revenues	804,169.31	5,210,958.64	9,580,526.00	100.00%
Sub-Total All Current-Year Revenues	804,169.31	5,210,958.64	9,580,526.00	100.00%
Balance Forward from FY14-15	N/A	-	2,515,327.00	
Total DCUA Funds Available	804,169.31	5,210,958.64	12,095,853.00	

Expense Type:	Month	Year-To-Date	Current FY15/16 Budget ***	
Public Works Administration	12,298.33	56,430.90	110,203.00	1.09%
Utility Billing	38,125.73	189,369.50	309,323.00	3.06%
Water/Sewer Line Maintenance	75,721.35	424,779.37	1,005,540.00	9.95%
Water Treatment Plant	89,388.48	469,628.17	1,023,834.00	10.13%
Wastewater Treatment Plant	62,655.68	328,649.27	833,114.00	8.24%
Solid Waste - Collections	127,892.66	719,416.26	1,376,301.00	13.61%
Utility General Administration	14,364.81	50,775.79	255,438.00	2.53%
Lake Durant	2,051.94	15,664.56	38,200.00	0.38%
Solid Waste - Disposals	44,669.17	237,846.55	486,491.00	4.81%
Sub-Total Operating Expenses	467,168.15	2,492,560.37	5,438,444.00	
Transfer to INDUSTRIAL AUTH.	33,333.33	199,999.98	400,000.00	3.96%
Transfer to INSURANCE CASH FUND	7,877.83	47,266.98	94,534.00	0.94%
Transfer to GENERAL FUND	242,175.08	1,453,050.48	2,906,101.00	28.75%
Transfer to CAPITAL IMPROVEMENT FUND	16,666.67	100,000.02	200,000.00	1.98%
Transfer to AIRPORT AUTHORITY	12,702.50	76,215.00	152,430.00	1.51%
Transfer to DMSC	31,954.06	206,083.68	397,808.00	3.94%
Transfer to 911 FUND	35,678.89	225,927.66	440,001.00	4.35%
Transfer to DWRF MAINTENANCE FUND	6,666.67	40,000.02	80,000.00	0.79%
Sub-Total Transfer Expenses	387,055.03	2,348,543.82	4,670,874.00	100.00%
Total Operating Expenses	854,223.18	4,841,104.19	10,109,318.00	
Reserve - Contingency	-	-	1,736,185.00	
Reserve for Personal Services - Payroll	-	-	250,350.00	
DCUA Fund Expense & Transfer Totals:	854,223.18	4,841,104.19	12,095,853.00	

Net Gain / (Loss) - Excluding Balance Forward (50,053.87) 369,854.45 -

THERE WERE 3 PAYROLL PERIODS IN DECEMBER 2015

MH 1/21/16



The City of Durant

Office of Community Development

Memorandum

Date: 1/27/2016
To: Mayor and City Council
From: Marty Cook
Re: Community Development Monthly Report January 2016

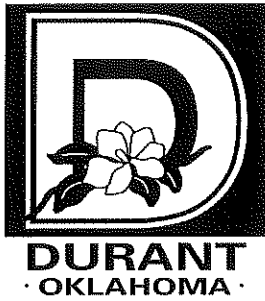
Report of monthly activities from the Community Development Department for January 2016.

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
Jan 2016	Backup Material	2/1/2016



The City of Durant

Office of Community Development

Monthly Activity Report, January 2016

Community Development Department

1. Inspections	83
Building	25
Electrical	24
Mechanical	5
Plumbing	19
Other	10
2. Code Enforcements	58
Other Contacts Made	2
Grass & Weeds	0
Junk Vehicles	5
Junk Appliances	5
Dilapidated Structures	7
Trash & Debris	38
Trees & Shrubs	1
Other	0
Noticed Posted	56
Condemned	1
3. New Construction	2
SFR	2
MFR	0
Commercial	0
Industrial	0

4. Permits Issued	37
Building	16
Electrical	10
Plumbing	6
Mechanical	3
Floodplain	2
5. Public Hearings	2
Board of Adjustment	0
Planning Commission	1
City Council	1
6. Letters Mailed	56
Code Enforcement	56
Public Hearings	0
Other	0
7. GIS / Mapping	106
Maps printed	98
911 Addresses Requested	8
8. Licenses Issued	3
Electrical	2
Plumbing	0
Mechanical	1

		Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	TOTALS
BUILDING	B	32	32	39	39	49	41	38	38	38	41	34	38	25	481
ELECTRICAL	E	34	33	25	40	29	37	29	33	38	36	22	36	24	416
MECHANICAL	M	8	6	10	12	12	12	9	12	12	18	12	11	5	134
PLUMBING	P	24	12	18	25	25	31	24	24	25	31	18	24	19	303
OTHER	O	6	6	1	1	4	6	6	3	8	5	7	7	10	78
CODE ENFORC	C	98	77	78	153	110	150	127	102	102	102	41	99	170	1409
TOTAL		202	166	168	276	229	277	233	212	223	233	134	216	253	2821

[illegible]



The City of Durant

Office of the Street Department

Memorandum

Date: 1/24/2016
To: Mayor and City Council
From: James Young Street Superintendent
Re: Street Department Report January 2016

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
Monthly report	Cover Memo	2/4/2016
Work Orders	Cover Memo	2/4/2016



THE CITY OF DURANT

Office of the Street Department

Street Department Project Schedule January 1st 2016 thru January 31st 2016

A. Work Completed:

1. Patched parking lots for SOSU waterline Project
2. Cleaned leaves from streets City wide
3. Poured Curb and gutter, 4 sections of street, 1 drainage box with grates and hoods and retaining wall on West side drive.
4. 2109 Laura Ln. Cleaned ditch
5. 1718 Lahoma Cir. Repaired sink holes in drainage pipe
6. Washington and Redbud repaired drainage pipe and cleaned ditch
7. Taxi way at airport cleaned ditches
8. Installed culvert on 49th street
9. 49th from university south to railroad clean ditches
10. Cleaned drainage grates City wide
11. Patched street cuts
12. Swept runways
13. Ran Sweeper
14. Sign Maintenance.
15. Ran Patch Truck

B. Work Planned For February 2016

County Club RD. reconstruction	Feb./ June
Repair concrete on Westside Dr.	Dec./Feb.
Clean ditches on University from 49 th to Cornell	Feb/Mar.

C. Work Planned For July. 2015 Thru July 2016 Approx. start date – Finish date

Repair drainage pipe at Durant Middle School	July/ Sep
Replace washed out culverts Wilson and four seasons.	Mar./Apr.
Level patch Robin Hood,	Mar./Apr.
Repair culvert on E. Georgia	Mar./Apr

D. Projects Planned and Requested for Authorization:



Work Order Report

01/01/2016 - 01/31/2016

Location	Requested By	Work Description	Problem Code	Status Code	Work Start Date	Work End Date
9TH/ LIVEOAK	TONY BAEZA	2 POT HOLES	001: Maintenance Repair	Closed	1/26/2016	1/26/2016
WILSON / LARKSPUR	DURANT POLICE DEPT.	CURVE SIGN KNOCKED DOWN	Citizen Complaint/Sig n	Closed	1/28/2016	1/28/2016
NTH 10TH/ WILSON	TONY BAEZA	2 POT HOLES	001: Maintenance Repair	Closed	1/25/2016	1/25/2016
414 NTH 7TH	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	1/25/2016	1/25/2016
NTH 4TH/ POPLAR	TONY BAEZA	2 POT HOLES	001: Maintenance Repair	Closed	1/25/2016	1/25/2016
NTH 5TH/ EVERGREEN	TONY BAEZA	2 POT HOLES	001: Maintenance Repair	Closed	1/25/2016	1/25/2016
19TH/ UNIVERSITY	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	1/25/2016	1/25/2016
UNIVERSITY/ LYNWOOD	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	1/25/2016	1/25/2016
WEST SIDE DR/ ED F DAVIS RD.	TONY BAEZA	3 POT HOLES	001: Maintenance Repair	Closed	1/25/2016	1/25/2016
3111 WESTSIDE DR.	TONY BAEZA	2 POT HOLES	001: Maintenance Repair	Closed	1/25/2016	1/25/2016
2600 WESTSIDE DR.	TONY BAEZA	6 POT HOLES	001: Maintenance Repair	Closed	1/25/2016	1/25/2016
GERSHWIN DR. / WEST SIDE DR.	TONY BAEZA	2 POT HOLES	001: Maintenance Repair	Closed	1/25/2016	1/25/2016
S. 2ND/ TENNESSEE	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/25/2016	1/25/2016
S 1ST/ ARKANSAS/ GEORGIA	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/25/2016	1/25/2016

Location	Requested By	Work Description	Problem Code	Status Code	Work Start Date	Work End Date
E MAIN / NTH 10TH/ MAIN	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/25/2016	1/25/2016
703 E MAIN	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	1/22/2016	1/22/2016
STH 7TH/ E MAIN	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	1/22/2016	1/22/2016
S TH 4TH/ ARKANSAS	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	1/22/2016	1/22/2016
1800 ARKANSAS	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	1/22/2016	1/22/2016
125 RED BUD	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	1/22/2016	1/22/2016
1601 RED BUD	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	1/22/2016	1/22/2016
49TH/ UNIVERSITY	TONY BAEZA	3 POT HOLES / 1 LEVEL PATCH	003: Road	Closed	1/22/2016	1/22/2016
4312 WILSON	TONY BAEZA	4 POTHOLES	001: Maintenance Repair	Closed	1/22/2016	1/22/2016
ROOSEVELT/ LENORE/ UNIVERSITY	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/22/2016	1/22/2016
GRAND/ LENORE/ UNIVERSITY	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/22/2016	1/22/2016
GRANT/ MULBERRY	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/22/2016	1/22/2016
NTH 14TH/ CEDAR/ LENORE	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/22/2016	1/22/2016
NTH 13TH/ EVERGREEN/ LENORE	JAMES SCOTT	SWEEP STREET	003: Road	Assigned To James	1/22/2016	1/22/2016
MAIN/ NTH 1ST/NTH 10TH	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/22/2016	1/22/2016

Location	Requested By	Work Description	Problem Code	Status Code	Work Start Date	Work End Date
SOSU PARKING LOTS	JAMES YOUNG	SWEEP PARKING LOTS WHERE M&O PUT IN WATER LINE	003: Road	Closed	1/20/2016	1/20/2016
NTH 11TH/ UNIVERSITY/ MAIN	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/20/2016	1/20/2016
NTH 10TH/UNIVERSITY/MAIN	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/20/2016	1/20/2016
NTH 13TH/MAIN/ MULBERRY	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/21/2016	1/21/2016
NTH 12TH/ MAIN / UNIVERSITY	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/21/2016	1/21/2016
MAIN/NTH 1ST/5TH/1ST / MAIN / MULBERRY	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/21/2016	1/21/2016
NTH 11TH/ MAIN/ UNIVERSITY	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/21/2016	1/21/2016
1121 ROOSEVELT	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	1/21/2016	1/21/2016
724/ NTH 13TH	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	1/21/2016	1/21/2016
ESTELLE/ MICHELLE	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Assigned To James	1/21/2016	1/21/2016
1533 ESTELL	TONY BAEZA	2 POT HOLES	001: Maintenance Repair	Closed	1/21/2016	1/21/2016
NTH 9TH/ MAIN/ UNIVERSITY	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/19/2016	1/19/2016
NTH 8TH/ MAIN/ UNIVERSITY	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/19/2016	1/19/2016
4TH/ ELM	CALVIN PATTERSON	STOP SIGN DOWN	Citizen Complaint/Sign	Closed	1/19/2016	1/19/2016

Location	Requested By	Work Description	Problem Code	Status Code	Work Start Date	Work End Date
WASHINGTON/ FISHERMANS	CALVIN PATTERSON	STOP SIGN DOWN	Citizen Complaint/Sig n	Closed	1/19/2016	1/19/2016
1723 OLIVE ST.	CALVIN PATTERSON	NO PARKING SIGN LEANING	Citizen Complaint/Sig n	Closed	1/19/2016	1/19/2016
CARL ALBERT/ BROOKSIDE	CALVIN PATTERSON	STOP SIGN DOWN	Citizen Complaint/Sig n	Closed	1/19/2016	1/19/2016
12 TH / ADA	CALVIN PATTERSON	STREET MARKER MISSING	Citizen Complaint/Sig n	Closed	1/19/2016	1/19/2016
MAIN/ US 69	CALVIN PATTERSON	ONE WAY SIGN DOWN	Citizen Complaint/Sig n	Closed	1/19/2016	1/19/2016
1620 BLANCHARD RD.	TONY BAEZA	2 POT HOLES	001: Maintenance Repair	Closed	1/19/2016	1/19/2016
NTH 1ST/ LOCUST	TONY BAEZA	1 LEVEL PATCH	001: Maintenance Repair	Closed	1/19/2016	1/19/2016
601 NTH 1ST	TONY BAEZA	1 LEVEL PATCH	001: Maintenance Repair	Closed	1/19/2016	1/19/2016
1858 FOLSOM	TONY BAEZA	6 POT HOLES	001: Maintenance Repair	Closed	1/19/2016	1/19/2016
2020 FOLSOM	TONY BAEZA	5 POT HOLES	001: Maintenance Repair	Closed	1/19/2016	1/19/2016
3418 ARKANSAS	TONY BAEZA	2 POT HOLES	001: Maintenance Repair	Closed	1/19/2016	1/19/2016
HWY 70 E BRIDGE/ RED BUD BRIDGE/ ARMSTRONG BRIDGE	JAMES SCOTT	SWEEP BRIDGE	003: Road	Closed	1/19/2016	1/19/2016
NTH 6TH/ UNIVERSITY/ MAIN	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/14/2016	1/14/2016
WEST MAIN / UNIVERSITY PL / BY PASS	JAMES SCOTT	SWEEP STREET	003: Road	Assigned To James	1/14/2016	1/14/2016

Location	Requested By	Work Description	Problem Code	Status Code	Work Start Date	Work End Date
NTH 7TH/ UNIVERSITY/ MAIN	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/15/2016	1/15/2016
NTH 6TH/ UNIVERSITY/ MAIN	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/15/2016	1/15/2016
E MAIN/ NTH 5TH	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/15/2016	1/15/2016
NTH 5TH/ MAIN/ UNIVERSITY	JAMES SCOTT	SWEEP STREET	003: Road	Assigned To James	1/13/2016	1/13/2016
E MAIN/ NTH 6TH	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/13/2016	1/13/2016
NTH 4TH / MAIN/ UNIVERSITY	JAMES SCOTT	SWEEP STREET	001: Maintenance Repair	Closed	1/13/2016	1/13/2016
117 MCLEAN	PAUL RAMEIZ	3 POT HOLES	001: Maintenance Repair	Closed	1/12/2016	1/12/2016
WASHINGTON	PAUL RAMEIZ	1 POT HOLE	001: Maintenance Repair	Closed	1/12/2016	1/12/2016
FOUR SEASONS	JAMES YOUNG	1 POT HOLE	001: Maintenance Repair	Closed	1/12/2016	1/12/2016
ALLEY/ MAIN /ARKANSAS/S TH 13 TH / STH 14TH	JAMES YOUNG	1 POT HOLE	001: Maintenance Repair	Closed	1/12/2016	1/12/2016
NTH 5TH/ BEECH	PAUL RAMEIZ	1 POT HOLE	001: Maintenance Repair	Closed	1/12/2016	1/12/2016
SE 1ST/ E MAIN	PAUL RAMIREZ	1 POT HOLE	001: Maintenance Repair	Closed	1/12/2016	1/12/2016
7TH/ TENNESSEE	PAUL RAMIEZ	1 POT HOLE	001: Maintenance Repair	Closed	1/12/2016	1/12/2016
WALDRON	CALVIN PATTERSON	STOP SIGN DOWN	Citizen Complaint/Sig n	Closed	1/11/2016	1/11/2016
12TH/ GAILFARRELL DR.	RESIDENT	2 DEAD END STREET SIGNS	Citizen Complaint/Sig n	Closed	1/12/2016	1/12/2016

Location	Requested By	Work Description	Problem Code	Status Code	Work Start Date	Work End Date
NTH 2ND/MAIN/ UNIVERSITY	JAMES SCOTT	SWEEP STREET	003: Road	Assigned To James	1/12/2016	1/12/2016
NTH 3RD/UNIVER SITY/MAIN	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/12/2016	1/12/2016
STH 9TH/ MAIN/ WALDRON	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/12/2016	1/12/2016
HOUSTON/ GRANT/ NTH 12TH	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/11/2016	1/11/2016
DALLAS/NTH 12TH/ WASHINGTO N	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/11/2016	1/11/2016
MAIN/ NTH 4TH/ NTH 15TH	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/11/2016	1/11/2016
1223 UNIVERSITY	PAUL RAMIREZ	1 POT HOLE	001: Maintenance Repair	Closed	1/11/2016	1/11/2016
LENORE/NTH 12TH/ GRAND	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/11/2016	1/11/2016
MCLEAN/ HILLCREST	PAUL RAMIREZ	1 POT HOLE	001: Maintenance Repair	Closed	1/11/2016	1/11/2016
1402 2ND	PAUL RAMIREZ	1 POT HOLE	001: Maintenance Repair	Closed	1/11/2016	1/11/2016
1304 UNIVERSITY	PAUL RAMIREZ	1 POT HOLE	001: Maintenance Repair	Closed	1/11/2016	1/11/2016
624 WASHINGTO N	PAUL RAMIREZ	1 POT HOLE	001: Maintenance Repair	Closed	1/11/2016	1/11/2016
803 WASHINGTO N	PAUL RAMIREZ	1 POT HOLE	001: Maintenance Repair	Closed	1/11/2016	1/11/2016
800 GAILFARREL	PAUL RAMIREZ	1 POT HOLE	001: Maintenance Repair	Closed	1/11/2016	1/11/2016

Location	Requested By	Work Description	Problem Code	Status Code	Work Start Date	Work End Date
1004 UNIVERSITY	PAUL RAMIREZ	3 POT HOLES	001: Maintenance Repair	Closed	1/11/2016	1/11/2016
BALTIMORE/ NTH 10TH/WASHINGTON	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/11/2016	1/11/2016
BALTIMORE/ NTH 11TH/ NTH 12TH	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/8/2016	1/8/2016
WILLOW/ NTH 1ST/ NTH 12TH	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/8/2016	1/8/2016
PLUM/NTH 1ST/ NTH 7TH	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/8/2016	1/8/2016
E MAIN/NTH 6TH	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/8/2016	1/8/2016
2710 LITTLE JOHN	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	1/7/2016	1/7/2016
2704 LORRI LN	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	1/7/2016	1/7/2016
2716/ EPPLER	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	1/7/2016	1/7/2016
MAIN / NTH 1ST/NTH 5TH	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/7/2016	1/7/2016
PINE/ NTH 1ST/ NTH 10TH	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/7/2016	1/7/2016
POPLAR	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/7/2016	1/7/2016
SYCAMORE/ NTH 1ST/ NTH 3RD	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/7/2016	1/7/2016
WALNUT/ NTH 1ST	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/7/2016	1/7/2016
MULBERRY/NTH 1ST/ WASHINGTON	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/5/2016	1/5/2016
SOSU PARKING LOT	DON DARNELL	SWEEP UP DIRT	003: Road	Closed	1/5/2016	1/5/2016

Location	Requested By	Work Description	Problem Code	Status Code	Work Start Date	Work End Date
STH 11TH/ TEXAS	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	1/5/2016	1/5/2016
1019/TEXAS	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	1/5/2016	1/5/2016
STH 9TH/ ARKANSAS	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	1/5/2016	1/5/2016
STH 7TH/TENNES SEE	TONY BAEZA	3 POT HOLES	001: Maintenance Repair	Assigned To James	1/5/2016	1/5/2016
20TH/ LIVEOAK	TONY BAEZA	3 POT HOLES/ 1 LEVEL PATCH	001: Maintenance Repair	Closed	1/5/2016	1/5/2016
20TH/ MAIN	TONY BAEZA	2 POT HOLES	001: Maintenance Repair	Closed	1/5/2016	1/5/2016
NTH 19TH/EVERG REEN	TONY BAEZA	2 POT HOLES	001: Maintenance Repair	Closed	1/5/2016	1/5/2016
NTH 16TH/EVERG REEN	TONY BAEZA	1 ROUGH SPOT	001: Maintenance Repair	Closed	1/5/2016	1/5/2016
1955NTH 20TH	TONY BAEZA	7 POT HOLES	001: Maintenance Repair	Assigned To James	1/5/2016	1/5/2016
E MAIN/ NTH 6TH	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/4/2016	1/4/2016
LOCUST	JAMES SCOTT	SWEEP STREET	003: Road	Closed	1/4/2016	1/4/2016
12TH/ CEDAR	CALVIN PATTERSON	STREET MARKER DOWN	Citizen Complaint/Sig n	Closed	1/4/2016	1/4/2016
1016 WALDRON	CALVIN PATTERSON	2 LEANING SPEED LIMIT SIGNS	Citizen Complaint/Sig n	Closed	1/4/2016	1/4/2016
5115 ROAD RUNNER DR.	CALVIN PATTERSON	SPEED LIMIT SIGN DOWN	Citizen Complaint/Sig n	Closed	1/4/2016	1/4/2016
EVERGREEN/ MALONE	CALVIN PATTERSON	STOP SIGN LEANING	Citizen Complaint/Sig n	Closed	1/4/2016	1/4/2016

Location	Requested By	Work Description	Problem Code	Status Code	Work Start Date	Work End Date
CHOCTAW RD	CALVIN PATTERSON	CROSS WALK SIGN DOWN	Citizen Complaint/Sign	Closed	1/4/2016	1/4/2016
1220 LIVEOAK	SHAWN WATKINS	1 POT HOLE	001: Maintenance Repair	Closed	1/4/2016	1/4/2016
NTH 7TH/ LOCUST	SHAWN WATKINS	1 ROUGH SPOT	001: Maintenance Repair	Closed	1/4/2016	1/4/2016
713 NTH 5TH	SHAWN WATKINS	1 LEVEL PATCH	001: Maintenance Repair	Closed	1/4/2016	1/4/2016
NTH 5TH/ LOCUST	SHAWN WATKINS	1 LEVEL PATCH	001: Maintenance Repair	Closed	1/4/2016	1/4/2016
524 GEORGIA	SHAWN WATKINS	1 LEVEL PATCH	001: Maintenance Repair	Closed	1/4/2016	1/4/2016
S 5TH/MISSISSIPPI	SHAWN WATKINS	3 POT HOLES	001: Maintenance Repair	Closed	1/4/2016	1/4/2016
409/ MISSISSIPPI	SHAWN WATKINS	1 POT HOLE	001: Maintenance Repair	Closed	1/4/2016	1/4/2016
405 MISSISSIPPI	SHAWN WATKINS	1 LEVEL PATCH/ 1 POT HOLE	001: Maintenance Repair	Closed	1/4/2016	1/4/2016
S 4TH/ MISSISSIPPI	SHAWN WATKINS	3 LEVEL PATCHES	001: Maintenance Repair	Closed	1/4/2016	1/4/2016
S 10TH/LOUISIANA	SHAWN WATKINS	1 POT HOLE	001: Maintenance Repair	Closed	1/4/2016	1/4/2016
S 14TH/ MISSISSIPPI	SHAWN WATKINS	1 POT HOLE	001: Maintenance Repair	Closed	1/4/2016	1/4/2016
NTH 5TH/ MAIN	SHAWN WATKINS	1 POT HOLE	001: Maintenance Repair	Closed	1/4/2016	1/4/2016
10TH/ MISSISSIPPI	SHAWN WATKINS	1 LEVEL PATCH	001: Maintenance Repair	Closed	1/4/2016	1/4/2016
S 9TH/ ALABAMA	SHAWN WATKINS	1 POT HOLE	001: Maintenance Repair	Closed	1/4/2016	1/4/2016

Location	Requested By	Work Description	Problem Code	Status Code	Work Start Date	Work End Date
W MAIN/ WASHINGTON	SHAWN WATKINS	1 POT HOLE	001: Maintenance Repair	Closed	1/4/2016	1/4/2016
WESTSIDE DR/ GERSHWIN DR.	TONY BAEZA	1 LEVEL PATCH	001: Maintenance Repair	Closed	12/31/2015	12/31/2016
49th/ UNIVERSITY	TONY BAEZA	4 POT HOLES	001: Maintenance Repair	Closed	12/31/2015	12/31/2016
MOONEY/ UNIVERSITY	TONY BAEZA	7 POT HOLES	001: Maintenance Repair	Closed	12/31/2015	12/31/2016
BRYAN DR./ 21ST	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	12/31/2015	12/31/2016
4501 UNIVERSITY	TONY BAEZA	5 POT HOLES	001: Maintenance Repair	Closed	12/31/2015	12/31/2016
4709 UNIVERSITY	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	12/31/2015	12/31/2016
WASHINGTON/ DALLAS	TONY BAEZA	10 POT HOLES	001: Maintenance Repair	Closed	12/31/2015	12/31/2016
EVERGREEN / 9TH	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	12/31/2015	12/31/2016
1010 W MAIN	TONY BAEZA	4 POT HOLES	001: Maintenance Repair	Closed	12/31/2015	12/31/2016
10TH/ MAIN	TONY BAEZA	1 POT HOLE	001: Maintenance Repair	Closed	12/31/2015	12/31/2016
ELM/ NTH 1ST/ WASHINGTON	JAMES SCOTT	SWEEP STREET	003: Road	Closed	12/31/2015	12/31/2016
EIM/ NTH 7TH	CALVIN PATTERSON	STREET MARKER NEEDS FIXED	Citizen Complaint/Sig n	Closed	12/31/2015	12/31/2016
E MAIN/ NTH 6TH	JAMES SCOTT	SWEEP STREET	003: Road	Closed	12/31/2015	12/31/2016

Location	Requested By	Work Description	Problem Code	Status Code	Work Start Date	Work End Date
3RD/ LOUISIANNA	CALVIN PATTERSON	STREET MARKER DOWN	Citizen Complaint/Sig n	Closed	12/31/2015	12/31/2016
ARKANSAS/ 21ST	CALVIN PATTERSON	RAIL ROAD SIGN LEANING	Citizen Complaint/Sig n	Closed	12/31/2015	12/31/2016
LIVE OAK/NTH 1ST/WASHIN GTON	JAMES SCOTT	SWEEP STREETS	003: Road	Closed	12/31/2015	12/31/2016

Total Records: 149

2/4/2016



The City of Durant

Durant Police Department

Memorandum

Date: 1/26/2016
To: Mayor and City Council
From: David Houser, Chief of Police
Re: Police Department Monthly Report Dec 2015

Please see/review attached reports

I would like to bring attention to the Durant Police Department Reserve Officer program and Chaplain program. Without our reserve program the citizens may not be able to enjoy the level of service they have become accustomed to. The reserves not only augment the patrol division but handle the vast majority of our special events scheduled throughout the year. As you may notice, the reserves collectively worked more than 3,500 hours last year. That would equate to an entry level salary savings of more than \$52,000.

The Chaplain program which was implemented by Lawanda Mabery (deceased) in December 1997 is now staffed by Rev. Bill Ledbetter. His volunteer work in assisting our officers both on critical service calls and counseling needs totaled more than 230 hours.

In 2015 Durant Police responded to 23,841 calls for service; almost 53% of the total calls for service dispatched by our 911 Center County-wide(45,109).

Council Information / Action Requested

Information Only

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

None

ATTACHMENTS:

Description	Type	Upload Date
Monthly Report Totals	Cover Memo	1/26/2016
Yearly Totals	Cover Memo	1/26/2016



Durant Police Department

3104 Carl Albert Drive
 Durant, Ok 74701-5015
 Phone 580-924-3737 Fax 580-924-8928
 David Houser, Chief of Police

MONTHLY DEPARTMENTAL REPORT Dec-15

In accordance with the mandatory monthly report to the Oklahoma Bureau of Investigation and the Federal Uniform Crime Reporting system, the following offenses were reported

OFFENSES	Dec-15	Dec-14	YTD 2015
<i>UCR PART 1 CRIMES</i>			
Criminal Homicide	0	0	0
Forcible Rape	2	2	12
Robbery	0	0	3
Aggravated Assaults	5	0	33
Burglary	9	11	186
Larceny-Theft	59	77	875
Motor Vehicle Theft	4	2	42
Arson	1	0	3
<i>UCR Part 1 Crimes - TOTAL</i>	80	92	1,154
<i>UCR PART 2 CRIMES</i>			
Other Assaults (Simple)	12	14	165
Forgery and Counterfeiting; Fraud; Embezzlement; Stolen Property-Buying, Receiving, Possessing;			
Vandalism; Weapons-Carrying, Possessing, etc; Prostitution and Commercialized Vice;			
Sex Offenses; Drug Abuse Violations; Gambling; Offenses Against the Family and Children;			
Driving Under the Influence; Liquor Laws; Drunkenness; Disorderly Conduct; Vagrancy;			
All Other Offenses (Warrant Arrests); Suspicion; Curfew and Loitering Laws; Runaways**			
<i>**UCR Part 2 Crimes**-TOTAL</i>	182	227	2,678
TOTAL OFFENSES (UCR Part 1 & Part 2 Crimes)	274	333	3,997

Domestic Violence Cases	Dec-15	Dec-14	YTD 2015
This number is included in Part 1 Crimes- Aggravated Assaults & Part 2 Crimes-Simple Assaults	8	6	118



Durant Police Department

3104 Carl Albert Drive

Durant, Ok 74701-5015

Phone 580-924-3737 Fax 580-924-8928

David Houser, Chief of Police

MONTHLY DEPARTMENTAL REPORT

Dec-15

ARRESTS	Dec-15	Dec-14	YTD 2015
UCR Part 1 Crimes	26	56(FEL)	285
UCR Part 2 Crimes	96	83(MISD)	1,459
Juvenile Crimes	4	7	90
TOTAL ARRESTS	126	146	1,834

EOD Actions		13	205
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Emergency Order of Detentions include the preparation of reports and affidavit to commit persons for an emergency mental health evaluation, having the officer stand by while the evaluation is conducted by a mental health professional, and then the transport to an approved state mental health institution for treatment. (Norman, McAlester, Ada or Sulphur)

MOTOR VEHICLE COLLISIONS	Dec-15	Dec-14	YTD 2015
Injury Accidents	15	10	124
Property Damage Accidents	36	30	419
Private Property Accidents	16	14	190
Fatality Accidents	0	0	5
TOTAL ACCIDENTS	67	54	738

CITATIONS	Dec-15	Dec-14	YTD 2015
Traffic Citations	222	161	3,283
Non-Traffic Citations	56	45	839
Warnings	186	162	1,388
DUI	9	6	102
TOTAL	473	374	5,612



Durant Police Department

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David Houser, Chief of Police

MONTHLY DEPARTMENTAL REPORT Dec-15

<i>CALLS FOR SERVICE</i>	<i>Dec-15</i>	<i>Dec-14</i>	<i>YTD 2015</i>
Durant Police Department	1,556	1,708	23,841
Bryan County*	1,587	1,693	21,268
TOTAL CALLS FOR SERVICE	3,143	3,401	45,109

*Bryan County *Calls for Service* include all calls received for any jurisdictions participating in the CAD System and contracting with the City of Durant for communication services: Achilles PD; Bryan County Sheriff's Office; Bennington PD; Bokchito PD; Bryan County District Attorney's Office; Caddo PD; Calera PD; Choctaw Nation Tribal; Colbert PD; OHP; and SOSU PD

<i>RESERVE HOURS</i>	408	266.5	3,511.5
<i>CHAPLAIN HOURS</i>	25.75		231.5

<i>ANIMAL CONTROL</i>	<i>Dec-15</i>	<i>Dec-14</i>	<i>YTD 2015</i>
Calls for Service	135	115	1,755
Citations Issued	10	1	61
Fees Collected	\$0	\$64	\$365
Adoptions	40	19	287

MONTHLY DEPARTMENT REPORT TOTALS

2015	>>>			MISC OFFENSES								<<<				DOM VIOL	>>> ARRESTS <<<					EOD	> COLLISIONS (MVC) <						>>> > CITATIONS < <<<					CALLS FOR SERVICE			RESERVE HOURS	Chaplain Hours	>> ANIMAL CONTROL <			
	MUR- DER	RAPE	ROB- BERY	ASSAULTS AGG	SIMP	BURG B&E	LAR- CENY	MV THEFT	AR- SON	UCR PT 1	UCR PT 2	TOTAL OFF	UCR PT 1	UCR PT 2	JUV		TOTAL	INJU- RIES	PROP DAM	PRIV PROP	FATAL- ITIES		TOTAL	TRAF- FIC	NON- TRAF	WARN	DUI	TOTAL	DURANT	BRYAN CO	TOTAL	CITA- TIONS	FEES COLL	ADOP- TIONS								
JAN	0	2	0	1	9	16	75	3	0	97	245	351	7	25	120	6	151	21	9	36	9	2	56	422	62	62	9	555	2,247	1,730	3,977	248.5	13.50	123	0	\$57	20					
FEB	0	1	0	2	14	23	80	1	0	107	235	356	11	24	114	12	150	11	11	36	12	0	59	373	89	96	14	572	1,857	1,443	3,300	250.0	28.00	152	3	\$162	21					
MAR	0	1	0	1	18	22	95	4	2	125	243	386	8	32	138	10	180	12	5	42	15	1	63	148	90	91	6	335	1,957	1,875	3,832	284.5	27.75	160	12	\$109	25					
APR	0	0	0	5	15	23	75	5	0	108	216	339	12	27	119	6	152	20	12	32	13	0	57	163	70	67	6	306	1,950	1,991	3,941	306.5	16.25	117	5	\$20	13					
MAY	0	1	0	3	15	14	78	4	0	100	211	326	12	27	111	14	152	18	5	33	17	1	56	283	79	78	9	449	2,002	1,967	3,969	392.0	21.50	143	1	\$17	15					
JUNE	0	2	1	2	14	10	61	3	0	79	211	304	7	16	119	6	141	17	10	39	15	0	64	326	74	117	10	527	2,196	1,984	4,180	149.0	5.25	171	3	\$0	27					
JULY	0	2	0	4	16	18	55	3	0	82	230	328	15	23	147	5	175	19	13	26	19	1	59	362	75	113	12	562	2,312	1,860	4,172	330.0	23.00	161	1	\$0	23					
AUG	0	0	0	0	9	11	71	0	0	82	253	344	7	19	151	4	174	19	12	35	20	0	67	291	66	125	8	490	2,353	1,817	4,170	212.0	26.25	139	1	\$0	25					
SEPT	0	1	0	5	17	11	61	6	0	84	268	369	15	19	148	8	175	18	8	30	27	0	65	175	68	154	11	408	2,045	1,650	3,695	233.0	9.25	157	2	\$0	20					
OCT	0	0	2	3	19	16	98	5	0	124	220	363	12	25	109	10	144	22	18	39	13	0	70	250	53	134	6	443	1,783	1,621	3,404	291.0	20.50	164	9	\$0	27					
NOV	0	0	0	2	7	13	67	4	0	86	164	257	4	22	87	5	114	12	6	35	14	0	55	268	57	165	2	492	1,583	1,743	3,326	407.0	14.50	133	14	\$0	31					
DEC	0	2	0	5	12	9	59	4	1	80	182	274	8	26	96	4	126	16	15	36	16	0	67	222	56	186	9	473	1,556	1,587	3,143	408.0	25.75	135	10	\$0	40					
Totals	0	12	3	33	165	186	875	42	3	1,154	2,678	3,997	118	285	1,459	90	1,834	205	124	419	190	5	738	3,283	839	1,388	102	5,612	23,841	21,268	45,109	3,511.5	231.50	1,755	61	\$365	287					

2014	MISC OFFENSES												DOM VIOL	>>> ARRESTS <<<				EOD	> COLLISIONS (MVC) <						>>> > CITATIONS < <<<					>>> CALLS FOR SERVICE			RESERVE HOURS	Chaplain Hours	>> ANIMAL CONTROL <			
	MUR- DER	RAPE	ROB- BERY	ASSAULTS AGG SIMP		BURG B&E	LAR- CENY	MV THEFT	AR- SON	UCR PT 1	MISC OFF	TOTAL OFF		FEL- ONIES	MISD	JUV	TOTAL		INJU- RIES	PROP DAM	PRIV PROP	FATAL- ITIES	TOTAL	TRAF- FIC	NON- TRAF	WARN	DUI	TOTAL	DURANT	BRYAN CO	TOTAL	CITA- TIONS			FEES COLL	ADOP- TIONS		
JAN	0	0	0	8	0	12	66	6	0	92	239	331	6	42	142	9	193	21	11	28	14	0	53	324	63	8	14	409	2,164	1,473	3,637	348.0		122	0	\$188	28	
FEB	0	0	0	2	0	12	77	3	0	94	184	278	5	50	79	11	140	11	10	43	16	0	69	169	57	7	8	241	1,748	1,374	3,122	259.5		103	4	\$91	13	
MAR	0	1	0	4	0	20	71	4	0	100	210	310	9	41	70	9	120	16	11	41	10	1	63	128	43	18	6	195	1,947	1,587	3,534	447.5		152	1	\$154	22	
APR	0	0	0	7	1	14	60	3	0	84	236	321	13	45	110	3	158	13	6	23	9	1	39	138	101	0	18	257	2,041	1,652	3,693	472.0		151	7	\$50	15	
MAY	0	1	2	3	1	28	71	6	1	112	257	371	9	53	129	9	191	13	5	46	13	0	64	291	97	43	13	444	2,322	1,907	4,229	459.5		113	0	\$111	27	
JUNE	0	1	0	4	15	16	65	7	0	93	257	365	10	51	137	6	194	13	6	32	7	1	46	112	63	7	8	190	2,060	1,671	3,731	246.5		93	1	\$214	22	
JULY	0	0	0	5	11	29	60	8	0	102	215	328	10	49	109	5	163	18	5	30	14	0	49	136	47	221	8	412	2,089	1,531	3,620	217.5		113	0	\$70	24	
AUG	0	1	1	4	18	29	67	7	0	109	250	377	9	60	126	6	192	7	9	30	11	0	50	175	86	332	15	608	1,938	1,578	3,516	425.0		87	0	\$70	13	
SEPT	0	2	1	10	9	16	85	4	0	118	207	334	5	10	154	4	168	14	10	50	18	0	78	182	75	368	10	635	1,965	1,529	3,494	340.0		112	2	\$60	17	
OCT	0	0	0	5	16	21	82	8	0	116	234	366	10	62	103	7	172	11	6	57	26	0	89	80	72	2	10	164	1,820	1,664	3,484	333.5		119	2	\$74	19	
NOV	0	0	0	5	8	13	50	3	0	71	201	280	8	44	98	4	146	17	16	41	11	0	68	157	58	278	7	500	1,643	1,587	3,230	188.5		96	0	\$122	17	
DEC	0	2	0	0	14	11	77	2	0	92	227	333	6	56	83	7	146	13	10	30	14	0	54	161	45	162	6	374	1,708	1,693	3,401	266.5		115	1	\$64	19	
Totals	0	8	4	57	93	221	831	61	1	1,183	2,717	3,994	100	563	1,340	80	1,983	167	105	451	163	3	722	2,053	807	1,446	123	4,429	23,445	19,246	42,691	4,004.0		1,376	18	\$1,268	236	

MONTHLY DEPARTMENT REPORT TOTALS

2013	>>> >> >>>			MISC OFFENSES							<<<		<<<		<<<	>>> ARRESTS <<<					<<<	> COLLISIONS (MVC) <						>>> > CITATIONS < <<<					CALLS FOR SERVICE					>> ANIMAL CONTROL <<			
	MUR- DER	RAPE	ROB- BERY	ASSAULTS AGG	SIMP	BURG B&E	LAR- CENY	MV THEFT	AR- SON		MISC OFF	TOTAL OFF	DOM VIOL	FEL- ONIES		MISD	JUV	TOTAL	EOD	INJU- RIES		PROP DAM	PRIV PROP	FATAL- ITIES	TOTAL	TRAF- FIC	NON- TRAF	WARN	DUI	TOTAL	DURANT	BRYAN CO	TOTAL	RESERVE HOURS	Chaplain Hours			CFS	CITA- TIONS	FEES COLL	ADOP- TIONS
JAN	0	1	1	10	9	20	64	4	1		180	290	9	50	128	6	184	10	11	34	11	1	57	277	40	144	6	467	1,705	1,390	3,095	564.5		114	1	\$67	20				
FEB	0	0	0	9	9	11	50	1	0		221	301	9	49	137	3	189	13	9	36	26	0	71	255	43	36	7	341	1,566	1,220	2,786	502.0		121	1	\$213	27				
MAR	0	0	1	20	12	25	73	2	1		188	322	11	54	111	6	171	13	10	32	11	0	53	271	32	52	7	362	1,705	1,584	3,289	424.0		164	1	\$203	29				
APR	0	0	2	16	13	32	63	4	1		208	339	12	35	115	4	154	18	10	40	13	0	63	203	27	21	4	255	1,658	1,428	3,086	506.5		185	1	\$164	43				
MAY	0	1	0	9	10	28	72	3	0		208	330	10	20	157	7	177	17	17	37	13	0	67	236	41	49	11	337	1,986	1,400	3,386	377.0		164	3	\$105	27				
JUNE	0	0	0	19	4	27	71	0	0		192	313	14	32	129	14	175	20	10	24	7	0	41	145	41	39	7	232	1,726	1,471	3,197	356.5		137	0	\$189	33				
JULY	0	3	0	11	8	14	84	5	0		164	289	9	54	121	3	178	25	12	35	17	0	64	144	46	35	10	235	1,906	1,475	3,381	491.5		123	0	\$174	32				
AUG	0	2	1	9	9	17	92	6	1		211	348	8	97	138	8	243	11	10	39	11	0	60	187	55	30	8	280	1,960	1,540	3,500	479.0		170	1	\$192	29				
SEPT	0	0	2	13	8	34	96	0	0		250	403	11	71	102	7	180	17	13	32	13	0	58	117	131	5	10	263	1,808	1,831	3,639	339.5		150	2	\$67	26				
OCT	0	1	1	5	9	27	69	6	0		237	355	10	47	108	4	155	23	16	23	16	0	55	48	57	2	5	112	1,607	1,504	3,111	402.5		140	1	\$40	23				
NOV	0	0	0	10	12	19	67	3	0		203	314	6	37	105	8	150	13	11	39	13	0	63	192	54	28	13	287	1,861	1,535	3,396	341.5		123	1	\$105	18				
DEC	0	2	2	17	3	23	58	5	0		195	305	8	26	109	11	146	10	10	44	13	0	67	138	47	25	5	215	1,755	1,451	3,206	411.5		85	1	\$51	10				
Totals	0	10	10	148	106	277	859	39	4		2,457	3,909	117	572	1,460	81	2,102	190	139	415	164	1	719	2,213	614	466	93	3,386	21,243	17,829	39,072	5,196.0		1,676	13	\$1,570	317				

2012	>>> >> >>>			MISC OFFENSES							<<<		<<<		<<<	>>> ARRESTS <<<					<<<	> COLLISIONS (MVC) <						>>> > CITATIONS < <<<					CALLS FOR SERVICE					>> ANIMAL CONTROL <<			
	MUR- DER	RAPE	ROB- BERY	ASSAULTS AGG	SIMP	BURG B&E	LAR- CENY	MV THEFT	AR- SON		MISC OFF	TOTAL OFF	DOM VIOL	FEL- ONIES		MISD	JUV	TOTAL	EOD	INJU- RIES		PROP DAM	PRIV PROP	FATAL- ITIES	TOTAL	TRAF- FIC	NON- TRAF	WARN	DUI	TOTAL	DURANT	BRYAN CO	TOTAL	RESERVE HOURS	Chaplain Hours			CFS	CITA- TIONS	FEES COLL	ADOP- TIONS
JAN	0	1	0	7	9	11	55	3	0		175	261	8	31	135	8	174	11	11	24	14	0	49	225	37	213	12	487	1,957	1,672	3,629	541.0		163	0	\$342	28				
FEB	0	0	0	3	4	10	43	2	0		203	265	4	29	115	2	146	10	8	27	12	0	47	230	31	178	12	451	1,752	1,348	3,100	580.0		181	2	\$349	56				
MAR	0	0	0	9	4	5	41	0	0		194	253	6	36	143	5	184	10	11	31	11	0	53	230	35	139	16	420	2,044	1,368	3,412	570.5		181	0	\$224	51				
APR	0	0	2	14	10	7	37	4	0		210	284	16	34	169	6	209	10	8	36	5	0	49	220	47	46	21	334	1,907	1,564	3,471	697.5		138	1	\$463	19				
MAY	0	1	1	9	12	17	37	3	1		215	296	9	32	132	7	171	9	9	33	9	0	51	145	27	34	13	219	1,852	1,643	3,495	845.0		127	0	\$185	20				
JUNE	0	0	0	19	14	15	53	3	0		158	262	12	35	109	7	151	8	12	34	11	0	57	200	27	93	9	329	1,925	1,555	3,480	914.5		164	1	\$178	23				
JULY	0	0	2	22	4	20	75	5	0		239	367	11	44	151	25	220	13	9	28	12	0	49	189	52	298	18	557	2,176	1,740	3,916	591.0		147	0	\$158	28				
AUG	0	4	1	19	4	22	67	0	0		214	331	9	41	142	6	189	17	12	38	15	0	65	128	45	54	5	232	1,804	1,468	3,272	547.5		167	0	\$352	44				
SEPT	0	2	0	16	9	17	54	3	1		209	311	9	50	164	8	222	10	14	39	17	0	70	297	73	12	8	390	1,968	1,406	3,374	514.5		177	1	\$130	44				
OCT	0	1	1	11	3	27	51	7	0		215	316	9	35	172	8	215	22	14	39	12	0	65	282	70	15	7	374	1,708	1,478	3,186	722.0		173	1	\$316	30				
NOV	0	1	1	7	12	21	66	3	0		184	295	9	44	160	12	216	8	16	25	20	0	61	206	58	55	8	327	1,646	1,438	3,084	479.0		124	2	\$237	33				
DEC	0	1	1	7	6	22	56	3	0		156	252	9	31	94	5	130	6	21	42	17	0	80	132	31	37	5	205	1,646	1,395	3,041	507.0		86	2	\$20	15				
Totals	0	11	9	143	91	194	635	36	2		2,372	3,493	111	442	1,686	99	2,227	134	145	396	155	0	696	2,484	533	1,174	134	4,325	22,385	18,075	40,460	7,509.5		1,828	10	\$2,954	391				

MONTHLY DEPARTMENT REPORT TOTALS

2011	>>> >> >>>			MISC OFFENSES								<<<		<<<		DOM VIOL	>>> ARRESTS <<<					EOD	> COLLISIONS (MVC) <						>>> > CITATIONS < <<<					CALLS FOR SERVICE			RESERVE HOURS	Chaplain Hours	> ANIMAL CONTROL <			
	MUR- DER	RAPE	ROB- BERY	ASSAULTS		BURG B&E	LAR- CENY	MV THEFT	AR- SON		MISC OFF	TOTAL OFF	FEL- ONIES	MISD	JUV		TOTAL	INJU- RIES	PROP DAM	PRIV PROP	FATAL- ITIES		TOTAL	TRAF- FIC	NON- TRAF				DURANT	BRYAN CO	TOTAL	CFS	CITA- TIONS	FEES COLL	ADOP- TIONS							
				AGG	SIMP																																					
JAN	0	3	1	4	14	14	46	3	1		149	235	8	43	168	4	215	11	8	15	41	0	64	428	40	109	22	599	1,625	1,680	3,305	646.5		187	0	\$404	50					
FEB	0	1	0	8	5	8	35	6	1		180	244	6	36	118	1	155	7	9	50	16	0	75	215	39	54	9	317	1,441	1,439	2,880	681.5		185	0	\$310	51					
MAR	0	0	0	7	18	18	39	5	0		260	347	17	41	157	6	204	6	13	38	14	0	65	199	40	95	19	353	1,722	1,676	3,398	758.5		228	1	\$451	52					
APR	0	2	1	6	17	17	25	2	0		259	329	10	29	164	9	202	7	13	49	20	0	82	224	42	69	17	352	1,633	1,568	3,201	1,043.0		166	3	\$281	45					
MAY	0	0	1	12	6	21	31	3	1		270	345	9	42	205	3	250	9	14	45	9	0	68	451	35	82	15	583	1,950	1,709	3,659	527.5		219	1	\$272	58					
JUNE	0	0	1	16	12	13	33	3	0		253	331	19	39	158	6	203	9	11	28	15	0	54	328	45	59	20	452	1,912	1,694	3,606	732.0		152	1	\$124	32					
JULY	0	2	2	11	12	15	41	5	0		173	261	17	30	113	2	145	12	10	30	19	0	59	370	24	83	6	483	1,832	1,849	3,681	379.5		191	1	\$324	50					
AUG	0	2	1	22	14	16	45	5	0		129	234	21	49	118	2	169	7	10	23	19	0	52	171	25	36	7	239	1,854	1,832	3,686	306.0		206	0	\$340	49					
SEPT	0	3	1	13	11	19	46	8	0		250	351	14	46	139	1	186	17	12	31	20	0	63	123	49	42	15	229	2,050	1,812	3,862	458.0		279	1	\$466	39					
OCT	0	6	1	6	8	26	57	4	0		229	337	10	42	159	6	207	4	10	35	16	0	61	148	45	112	16	321	2,068	1,749	3,817	523.5		194	1	\$359	40					
NOV	0	2	2	8	12	33	53	1	0		186	297	9	30	123	8	161	15	8	24	15	0	47	81	34	129	12	256	1,545	1,586	3,131	397.0		164	1	\$362	59					
DEC	0	1	0	13	11	23	52	2	0		189	291	15	29	126	9	164	11	11	43	17	0	71	135	42	85	8	270	1,512	1,713	3,225	597.0		162	0	\$481	58					
Totals	0	22	11	126	140	223	503	47	3		2,527	3,602	155	456	1,748	57	2,261	115	129	411	221	0	761	2,873	460	955	166	4,454	21,144	20,307	41,451	7,050.0		2,333	10	\$4,174	583					

2010	>>> >> >>>			MISC OFFENSES								<<<		<<<		<<<	>>> ARRESTS <<<					<<<	> COLLISIONS (MVC) <						>>> > CITATIONS < <<<					CALLS FOR SERVICE				Chaplain	> ANIMAL CONTROL <					
	MUR- DER	RAPE	ROB- BERY	ASSAULTS		BURG B&E	LAR- CENY	MV THEFT	AR- SON		MISC OFF	TOTAL OFF	DOM VIOL	FEL- ONIES			MISD		JUV	TOTAL	EOD		INJU- RIES	PROP DAM	PRIV PROP	FATAL- ITIES	TOTAL	TRAF- FIC	NON- TRAF		WARN	DUI	TOTAL	DURANT	BRYAN CO	TOTAL			RESERVE HOURS		CFS	CITA- TIONS	FEES COLL	ADOP- TIONS
				AGG	SIMP																																							
JAN	0	2	1	5	0	24	44	4	0		191	271	10	30	107	9	146	4	8	36	15	0	59	662					1,961	1,533	3,494	385.5		215	0	\$326	14							
FEB	0	1	0	14	1	4	30	1	0		250	301	13	25	96	4	125	7	11	38	17	0	66	284	50	245	15	594	1,796	1,520	3,316	573.0		188	3	\$279	22							
MAR	0	0	0	6	0	21	23	1	0		362	413	8	36	148	1	185	10	10	42	13	0	65	313	46	201	20	580	1,831	1,578	3,409	686.0		233	0	\$497	49							
APR	1	0	1	4	14	16	30	3	1		266	335	11	120	32	7	159	4	10	32	15	0	57	588	45	155	9	797	2,063	1,581	3,644	717.0		188	2	\$421	26							
MAY	0	1	0	7	7	23	47	4	0		238	327	12	23	145	3	171	4	11	37	18	0	66	444	43	126	22	635	2,000	1,800	3,800	466.0		193	0	\$194	15							
JUNE	0	0	0	7	16	10	52	1	0		252	338	14	25	115	10	150	7	6	27	6	0	39	238	43	57	10	348	1,715	1,628	3,343	892.5		205	0	\$236	9							
JULY	0	1	1	15	3	28	67	3	0		267	385	12	31	120	5	156	3	9	37	15	0	61	334	50	95	13	492	1,886	1,639	3,525	325.5		228	0	\$274	19							
AUG	0	0	0	18	4	18	52	4	1		287	384	11	28	142	6	176	8	11	33	14	0	58	135	66	23	17	241	1,832	1,709	3,541	353.0		209	0	\$148	9							
SEPT	0	6	0	9	6	34	27	5	1		251	339	5	22	140	5	167	14	11	34	13	1	59	134	51	33	14	232	1,714	1,494	3,208	643.5		197	3	\$382	24							
OCT	0	0	0	9	20	33	51	2	0		269	384	6	53	208	4	265	6	13	37	13	1	64	228	76	112	14	430	1,865	1,587	3,452	672.5		207	2	\$342	22							
NOV	0	1	1	5	13	16	39	2	0		215	292	16	50	168	8	226	12	16	53	16	0	85	530	38	115	20	703	1,576	1,624	3,200	591.5		162	0	\$351	37							
DEC	0	2	0	12	9	27	44	1	0		288	383	6	49	158	6	213	8	13	39	9	0	61	282	57	38	16	393	1,569	1,491	3,060	707.5		107	0	\$164	25							
Totals	1	14	4	111	93	254	506	31	3		3,136	4,152	124	492	1,579	68	2,139	87	129	445	164	2	740	4,172	565	1,200	170	5,445	21,808	19,184	40,992	7,013.5		2,332	10	\$3,614	271							

Durant Fire Department

Monthly Report

2016

Type of Response	Month	Year to Date	
	January	2016	2015
Medical Calls & Rescue	116	116	91
Motor Vehicle Accidents	8	8	3
Fire Related Calls	11	11	24
Smoke Investigation & False Alarms	2	2	2
Misc. (Lift Assist) (Odor Investigation) (Good Intent) (Cancelled En Route) (Service Calls)	42	42	22
Total Responses	179	179	142

Type of Service Performed	Month	Year to Date	
	January	2016	2015
Permits	22	22	18
Inspections	17	17	28
Plans Review	8	8	6
Smoke Alarm Installed	2	2	0
Public Education	0	0	0
Fire Investigations	2	2	2
Total Services	51	51	54

Comments :

Suggested Operating Guideline Committee met to review and update Fire ground Operations plan.

Conducted fit and function test for all city employees that are required to wear respirators at any given time during their job performance.

Held self contained breathing apparatus training for water treatment employees.

All fire department personnel completed our annual, OSHA blood borne pathogen training.

All Gas Detection Monitors received an annual test, calibration and update.

Fire department personnel participated in a walk through of the new Northwest Heights addition.

These items are in addition to other regular training activities.



The City of Durant

Grants Department

Memorandum

Date: 1/27/2016
To: Mayor and City Council
From: Rebecca Collins, Grants Coordinator
Re: Grants Department Status Reports

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
Grants Dept Summary: Sept 2007 - Jan 2016	Cover Memo	2/3/2016
Grants Dept Summary: Jan 2015 - Jan 2016	Cover Memo	2/3/2016

GRANT YR	GRANT AGENCY	GRANT PROGRAM	PROJECT DESCRIPTION	STATUS	GRANT AWARD	PENDING AWARD
2008	Communities Foundation of OK	OK Initiative Fund	Senior Citizen Blue Angel Program (File of Life / Beacon Lts)	Complete	2,500.00	
2008	FEMA / OK Emgcy Mgmt	Hazard Mitigation	HM Plan update	Complete	30,000.00	
2009	FEMA / OK Emgcy Mgmt	Hazard Mitigation	Digital Public Message Boards	Complete	62,000.00	
2009	FEMA / OK Emgcy Mgmt	Hazard Mitigation	Bryan County / Durant Weather Network	Complete	12,000.00	
2009	FEMA / Homeland Security	Commercial Equip Direct Assist Program (CEDAP)	Police: Portable Video System	Complete	17,000.00	
2009	FEMA / Homeland Security	Commercial Equip Direct Assist Program (CEDAP)	Fire: Thermal Monoculars	Complete	15,000.00	
2008	FEMA / Homeland Security	Assistance to Firefighters	FF Operational / Safety Equip	Complete	158,080.00	
2009	FEMA / Homeland Security	Assistance to Firefighters	FF Operational / Safety Equip	Complete	82,793.00	-
2012	FEMA / Homeland Security	Assistance to Firefighters	FF Operational / Safety Equip	Complete	56,142.00	-
2015	FEMA / Homeland Security	Assistance to Firefighters	FF Operational / Safety Equip	Submitted 01-15-16 Pending Award		25,000.00
2011	FEMA / Homeland Security	Emergency Operations Ctr	Emergency Operations Ctr (EOC)	Construction	950,000.00	-
2015	Firehouse Subs Foundation	Public Safety	Equipment for Water Tender	Not Funded	-	
2007	ODOC / Energy	Energy Efficiency	Traffic Signal Lighting Upgrade	Complete	21,306.00	
2008	ODOC / CDBG	Century Community	Lost Street Parking Lot	Complete	73,629.00	
2008	ODOC / CDBG	Small Cities	City Hall ADA Remodel Phase I	Complete	143,144.00	-
2009	ODOC / CDBG	Small Cities	Plyler Park Re-Construct	Complete	89,265.00	-
2010	ODOC / CDBG	Small Cities	PD 911 Communications Equip	Complete	95,265.00	-
2011	ODOC / CDBG	Small Cities	Remodel Former Police Station	Complete	93,588.00	-
2012	ODOC / CDBG	Small Cities	Airport Water Tower	Complete	90,654.00	-
2013	ODOC / CDBG	Small Cities	1st and Arkansas Water Tower	Complete	82,967.00	
2014	ODOC / CDBG	Small Cities	WTP Filter Media Replacemnt	98% Complete	118,044.00	
2015	ODOC / CDBG	Small Cities	SCADA System, PLCs, / possibly Water Tower Valves	Awarded Sept 2015: Bid Process	138,986.00	
2011	ODOC / CDBG-ED	Economic Development Infrastructure Financing	Rail spur (Eagle Suspension)	Complete	500,000.00	-
2012	ODOC / CDBG-ED	Economic Development Infrastructure Financing	Waldron Drive (Pharmcare)	Complete	500,000.00	
2014	ODOC / CDBG-ED	Economic Development Infrastructure Financing	Country Club Road (Overland Asphalt Plant)	Near Construction	525,000.00	
2015	ODOC / CDBG-ED	Economic Development Infrastructure Financing	New Warehouse (Tile Shop)	Bid Process	1,000,000.00	
2016	ODOC / CDBG-ED	Economic Development Infrastructure Financing	Water / Sewer (Commercial Metals Company)	Pending Application		1,000,000.00
2009	ODOT / SRTS	Safe Routes to School	Sidewalks, crosswalks, lighting	Complete	200,000.00	-
2008	ODOT / Beautification	Trees	Main St	Complete	18,982.00	-
2009	ODOT / Beautification	Trees	Durant Multi-Sports Complex	Complete	25,000.00	-
2010	ODOT / Beautification	Trees	Donald W. Reynolds Library	Complete	25,000.00	-
2011	ODOT / Beautification	Trees	Durant Multi-Sports Complex	Complete	25,000.00	-
2009	OHFA / HOME	Rehabilitation	Homeowner Reconstruction (4)	Complete	260,000.00	-
2011	OHFA / HOME	Rehabilitation	Homeowner Reconstruction (4)	Complete	262,500.00	-

GRANT YEAR	GRANT AGENCY	GRANT PROGRAM	PROJECT DESCRIPTION	STATUS	GRANT AWARD	PENDING AWARD
2011	OK ARTS COUNCIL	Local Government Challenge Grant	Dixon Durant life-size statute (Red River Arts Council)	Complete	5,000.00	
2012	OK ARTS COUNCIL	Local Government Challenge Grant	Classroom Instruction (Texoma Arts Assoc)	Complete	3,000.00	
2008	OK Dept of Libraries	Gates Foundation	WI FI System: REL Library	Complete	4,696.00	
2009	OK Dept of Libraries	Library	Software Annual Maintenance	Complete	750.00	
2010	OK Dept of Libraries	Nat'l Telecommunications / BTOP	Broadband for DWR Library	Complete	82,010.00	
2007	OK Dist Attorneys Council	Stop V.A.W.A.	Reducing violence against women	Complete	43,702.00	
2009	OK Dist Attorneys Council	Stop V.A.W.A.	Reducing violence against women	Complete	97,412.00	
2014	OK Dist Attorneys Council	JAG-LLE	Radios	Complete 2015	10,000.00	
2009	OK Health Dept / Center for Disease / Prevention	Smoke Alarm Campaign	120 Smoke Alarms - DFD installed	Awarded	1,500.00	
2012	OK TSET (Tobacco Settlement Endowment	Healthy Community Incentive	Sidewalks to continue Safe Routes to School Project	Complete	50,000.00	-
2014	OK TSET (Tobacco Settlement Endowment	Healthy Community Incentive	Slaton Park Improvements	Construction to begin soon	50,000.00	
2010	OK Tourism & Recreation	Land & Water Conservation	B. Miller Park / Swimming pool	Complete	100,000.00	-
2011	OK Tourism & Recreation	Land & Water Conservation	Plyler Canopies / Keithley Park & SplashPad	Complete	179,995.00	-
2016	OK Tourism & Recreation	Land & Water Conservation	Carl Albert Park	Pending Award		182,900.00
2012	OK Tourism & Recreation	Recreational Trail	DMSC Multi-Purpose Trail	Complete	160,000.00	-
2016	National Endowment of the Arts	Our Town	Develop a Master Plan & Design to Create Arts District	Pending Award		50,000.00
2010	Robert & Ruby Priddy Charity	AMO LEER Program	Spanish / Bi-lingual books / trng	Complete	10,000.00	
2008	Rotary Club International	Local Rotary Club	Golf Cart for Sports Complex	Awarded	2,000.00	
2015	US Dept of Interior / National Park Service	Rivers, Trails & Conservation Assistance	Trail Master Plan: Technical Assistance	Awarded	-	
2008	US Dept of Justice	Bulletproof Vest Partnership	37 Vests	Complete	10,500.00	-
2010	US Dept of Justice	Bulletproof Vest Partnership	6 Tactical Vests - 5 Patrol Vests	Complete	7,710.00	-
2012	US Dept of Justice	Bulletproof Vest Partnership	23 Vests	Complete	7,695.00	-
2013	US Dept of Justice	Bulletproof Vest Partnership	26 Vests	Complete	7,281.00	
2014	US Dept of Justice	Bulletproof Vest Partnership	To Be Purchased	Expires 8/16	1,895.00	
2009	US Dept of Justice	Edward Byrne Memorial - JAG	Law Enforcement Programming	Complete	33,797.00	
2015	US Dept of Justice	Edward Byrne Memorial - JAG	E-Ticketing / Citation System	Awarded 9/15: Implementation	13,450.00	

Sept 2007 - Jan 2016 TOTALS

6,556,238.00

1,257,900.00

Rebecca Collins, Grants Coordinator: wrote, administered and / or provided direct assistance with the grants listed.

The Durant Regional Airport, Emergency Management, Police and Fire Departments and Library have other funded grants that are NOT included on this list.

GRANTS DEPARTMENT

JANUARY 2015 THRU JANUARY 2016

GRANT YEAR	GRANT AGENCY	GRANT PROGRAM	PROJECT DESCRIPTION	STATUS	AWARDED PRIOR TO 2015	GRANT AWARDS JAN 2015 - JAN 2016	PENDING AWARDS
2016	FEMA / Homeland Security	Assistance to Firefighters	FF Operational/ Safety Equipment	Submitted Jan 2016: Pending Award			25,000.00
2011	FEMA / Homeland Security	EOC	Emergency Operations Center (EOC)	Construction	950,000.00		-
2015	Firehouse Subs Foundation	Public Safety	Equipment for Water Tender	Not Funded	0.00	0.00	0.00
2014	ODOC / CDBG	Small Cities	Filter Media Project	98% Complete	118,044.00		
2015	ODOC / CDBG	Small Cities	Water Tower Valves, SCADA, PLCs	Awarded Sept 2015: Bid Process		138,986.00	
2012	ODOC / CDBG-ED	Economic Development Infrastructure Financing	Pharmcare (Waldron Rd)	Completed in 2015	500,000.00		
2014	ODOC / CDBG-ED	Economic Development Infrastructure Financing	Overland Asphalt Plant (Country Club Road)	Const Bid Awards: Near Construction		525,000.00	
2015	ODOC / CDBG-ED	Economic Development Infrastructure Financing	Tile Shop (new facility)	Awarded Sept 2015: Bid Process		1,000,000.00	
2016	ODOC / CDBG-ED	Economic Development Infrastructure Financing	Commercial Metals Company	Pending Grant Application			1,000,000.00
2014	OK Dist Attorneys Council	JAG-LLE	Radios	Completed 2015		10,000.00	
2014	OK TSET (Tobacco Settlement Endowment Trust)	Healthy Community Incentive	Slaton Park Improvements	Construction to begin soon	50,000.00		
2016	OK Tourism / LWCF	Outdoor recreation	Carl Albert Park	Pending Award			182,900.00
2012	OK Tourism / Trails	Recreational Trail	DMSC Multi-Purpose trail	Trail Complete: Rest Room Construction	160,000.00		-
2016	National Endowment of the Arts	Our Town	Develop a Master Plan & Design to Create Arts District	Pending Award: April notification			50,000.00
2015	US Dept of Interior / National Park Service	Rivers, Trails & Conservation Assistance	Trail Master Plan: Technical Assistance	Awarded: Strategic Planning		-	
2014	US Dept of Justice	Bulletproof Vest Partnership	Bulletproof Vests	Procurement	1,895.00	-	-
2015	US Dept of Justice	JAG-Edward Byrne	E-Ticketing / Citation System	Awarded 9/15: Implementation		13,450.00	-

GRANTS AWARDED, OPEN OR PENDING JAN 2015 - JAN 2016

TOTALS

1,779,939.00

1,687,436.00

1,257,900.00



The City of Durant

Grants Department

Memorandum

Date: 1/27/2016
To: Mayor and City Council
From: Rebecca Collins, Grants Coordinator
Re: Grant Information Relating To City-Wide Park Improvements

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
Potential Park Grant Funding Resources	Cover Memo	2/3/2016

POTENTIAL PARK FUNDING SOURCES

There are many park related grant resources that could possibly be "layered" to accomplish park improvements. All of these require planning efforts! City staff along with the future Parks and Recreational Advisory Board should identify short and long term priorities, with strategies to be prepared when grants are available.

Both Sarah and I have requested a few **funding resource guides** from some playground equipment companies.

Once the resource guides have been reviewed, additional information will be presented at the March council meeting, to include research results from the eCivis, grants.gov and other grant resource databases.

KNOWN FUNDING SOURCES FOR PARK IMPROVEMENTS

Community Development Block Grant (CDBG)

Annual grant due in July

Funding Range: Approximate - \$ 69,000 +

Match: 1:1 cash

Land and Water Conservation Fund (LWCF)

Annual grant due in January

Funding Range: Approximate - \$100,000+

Match: 50 %, which includes a minimal of 10% cash

Tobacco Settlement Endowment Trust (TSET)

Currently, the city has maxed out our grant funding level; however, the TSET office may provide additional funding in the future.

The Parks and Recreation Trust Fund

KaBOOM: Opportunity to participate in their "Playability Community" Program

Some Charitable Foundations include, but are NOT limited to:

Lowes

Walmart

Hasbro

Aetna Foundation

The Knight Community Foundation Program

Surdna Foundation

Shade Structure

Safeco Community

Park and Recreation Development Fun

Outdoor Recreation

Otto Bremer

L.L. Bean

NOTE: *Most Charitable Foundations are specific for geographic locations - and usually are related to where their companies are located.*

EXAMPLE: *Since we have a local Wal-Mart and Lowes in Durant, we might have an opportunity to seek grant funding through their foundations.*