

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 necessary accommodation.

DURANT CITY COUNCIL

6:00 PM

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

September 17, 2024

AGENDA

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

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

- a. Consider Approval of Regular Meeting Minutes of August 13, 2024
- b. Consider Approval of Budget Supplements BA 25-01
- c. Consider Approval of Budget Supplements BA-25-02
- d. Consider Approval of Mayoral Appointment of Lauran Fuller to the Library Advisory Board
- e. Consider Approval of Contract for Housing and Care of Municipal Prisoners (C-2024-47)

2. Consider Items Removed from Consent

3. Information Items

- a. July 2024 Financial Reports and August 2024 Sales Tax Report

4. Administration

- a. Discussion, Consideration, and Possible Action on Acceptance of a Proposal for Renewal of Excess Workers Compensation Insurance with Arch Insurance Company
- b. Consider Approval of Resolution R-2024-14 City of Durant Emergency Operations Plan Update for 2024-2025
- c. Discuss and Consider Withdrawal of Request for Forensic Audit by the Oklahoma State Auditor and Inspector and Take Possible Action
- d. 1) Consider Award of Bid for Uniform Rental Services;
2) Consider Award of Service Contract for Uniform Rental Services.
- e. Discussion, Consideration, and Possible Action to Consider Approval of Contract for Hi-Lite Airfield Services, LLC. in the Amount of \$203,885.95 to Replace the Runway and Taxiway Markings at the Durant Regional Airport (C-2024-19 CC)
- f. Consideration and Approval for a Conditional Use Permit for Property Located at 2101 W. Main Street, Suite 102
- g. Consideration and Approval for a Re-Plat Request at 1415 West Mulberry Street
- h. Consideration and Approval for Re-Plat for Linden Woods
- i. 1) Consideration and Approval for a Rezone Request to Replace A-1 General Agriculture District to R-3 General Residential District for Property Located on Rodeo Road and in Durant and more particularly described as: SW/4 SE/4 LESS AND EXCEPT the East 15 feet thereof in Section 7, Township 7 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government survey thereof. (Ordinance O-2024-16, Section 1)

2) Consider Approval of Ordinance O-2024-16, Section 2 Emergency Clause
- j. 1) Consideration and Approval for a Rezone Request to Replace A-1 General Agricultural District to the R-4 Manufactured Housing District for Property Located at 501 Lee Avenue and More Particularly Described as: The North

210 feet of the SE/4 SW/4 NE/4 of Section 33, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government Survey, LESS AND EXCEPT a tract described as: Beginning at a point 1980 feet West and 589.1 feet North of the E/4 corner of said Section 33; thence N00°39'02"W for a distance of 62.54 feet to a fence corner; thence S89°08'08"E for a distance of 230.17 feet to a fence corner; thence S06°26'55"W for a distance of 72.35 feet to a fence corner; thence N86°40'54"W for a distance of 221.68 feet to the Point of Beginning. (Ordinance O-2024-17, Section 1)

2) Consider Approval of Ordinance O-2024-17, Section 2 Emergency Clause

k. 1) Consider Approval of Ordinance O-2024-10, Sections 1 – 6, to Codify the Zoning Changes Approved by City Council;

2) Consider Approval of Ordinance O-2024-10, Section 7, Emergency Clause

5. Executive Session

a. Consider Executive Session for Confidential Communication with Attorney Concerning Pending Claim Against the City of Durant: Hammond v. City of Durant, Oklahoma (CJ-2022-165); (This Executive Session Authorized by Title 25, Section 307(B)(4) of the Oklahoma State Statutes).

b. Consider Action Pursuant to Agenda Item 5(a)

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 22nd day of August 2024 and that an agenda of said meeting was posted at the place of such meeting at 2:50 p.m. on the 16th day of September 2024.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of August 13, 2024

Council Information / Action Requested

Approval of Regular Meeting Minutes of August 13, 2024

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

ATTACHMENTS:

1. Durant City Council Minutes 08132024 cjp

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 14th day of November 2023 and that an agenda of said meeting was posted at the place of such meeting at 5:10 p.m. on the 9th day of August 2024.



Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY COUNCIL
August 13, 2024 AT 6:00 PM
Roscoe J. Hatfield Council Chambers
300 West Evergreen
Durant, Oklahoma**

CALL TO ORDER

Mayor Tucker called the meeting to order at 6:01 p.m.

INVOCATION/FLAG SALUTE

Mayor Tucker provided the invocation and led the flag salute.

ROLL CALL

Present:

Council Member Humphrey Miller
Council Member Danny Sherrer
Vice Mayor Mike Simulescu
Mayor Martin Tucker
City Attorney Tom Marcum
City Manager Pam Polk
City Clerk Cynthia J. Price

Absent:

Council Member Lauran Fuller

ORDER OF BUSINESS

1. Consent Items

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

- a. Consider Approval of Regular Meeting Minutes of July 9, 2024
- b. Consider Approval of Special Called Meeting Minutes of July 16, 2024

- c. Consider Approval of Mayoral Appointments of Dan Craige and Al Olsen to Serve An Additional Three Year Term as an Airport Advisory Board Members
- d. Consider Approval of Mayoral Appointments of Mike Allen, Wayne Jones and Conner Alford to Serve Additional Three-Year Terms as Board of Adjustment Members
- e. Consider Approval of Mayoral Appointments of Clent Horner and Whitney Kerr to Serve Additional Three-Year Terms on the Durant Planning Commission
- f. Consider Approval of Mayoral Appointment of Gloria Hodge for an Additional Three Year Term and Phyllis Rustin for a Three-Year Term to the Donald W. Reynolds Center & Library Advisory Board
- g. Consider Approval of Budget Supplements BA 24-14

Motion To: Remove Item 1(c) From the Consent Agenda for Further Discussion

Motion By: Danny Sherrer

Seconded By: Martin Tucker

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

Motion To: Approve Consent Items as Presented Except for Item 1(c)

Motion By: Mike Simulescu

Seconded By: Humphrey Miller

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

2. Consider Items Removed from Consent

Formerly Consent Agenda Item 1(c):

Motion To: Approve Dan Craige to Serve Additional Three-Year Term as Airport Advisory Board Member

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

3. Information Items

- a. June 2024 Financial Reports and June Sales Tax Report

4. Administration

- a. Consider Approval of Resolution Supporting Continued Participation in Main Street Programs (R-2024-13)

Motion To: Approve Resolution Supporting Continued Participation in Main Street Programs (R-2024-13)

Motion By: Danny Sherrer

Seconded By: Mike Simulescu

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- b. Consider Approval of Ordinance Enacting and Adopting the Supplement to the Code of Ordinances for the City of Durant, Oklahoma, and Declaring an Emergency (O-2024-04)

Motion To: Approve Ordinance Enacting and Adopting the Supplement to the Code of Ordinances for the City of Durant, Oklahoma, and Declaring an Emergency, O-2024-04, Sections 1 and 2

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

Motion To: Approve Ordinance O-2024-04, Section 3, Emergency Clause

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- c. Consider Approval of Ordinance Amending the Durant Code of Ordinances Title V, Chapter 53 by Amending References to the Code of Federal Regulations; and Declaring an Emergency (O-2024-05)

Motion To: Approve Ordinance Amending the Durant Code of Ordinances Title V, Chapter 53 by Amending References to the Code of Federal Regulations; and Declaring an Emergency, O-2024-05 Section 1

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

Motion To: Approve Ordinance O-2024-05, Section 2 Emergency Clause

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- d. Consider Approval of Agreement Between City of Durant and Theorem LLC for Architectural and Engineering Services for New Animal Shelter in the Amount of \$96,250.00 (C-2024-45)

No action.

- e. Consider Approval of Ordinance Amending the Durant Code of Ordinances Title IX, Chapter 96 by Requiring Dogs and Cats to be Sterilized; Providing Exceptions; Establishing Permit; Providing Penalty; and Declaring an Emergency (O-2024-07)

Motion To: Approve Ordinance Amending the Durant Code of Ordinances Title IX, Chapter 96, by Requiring Dogs and Cats to be Sterilized; Providing Exceptions; Establishing Permit; Providing Penalty; and Declaring an Emergency, O-2024-07, Section 1

Motion By: Mike Simulescu

Seconded By: None

Ayes: None

Nays: None

Abstain: None

Motion Died for Lack of Second

- f. Consider Approval of \$300.00 Deposit Required Towards Sterilization and Vaccination Services in Accordance with Section 96.051 Penalties of the Durant Code of Ordinances

No action.

- g. Consideration and Approval for a Re-Plat and Rezone Request for 3424 Sunnyside Road

Motion To: Approve Ordinance O-2024-08, Section 1

Motion By: Martin Tucker

Seconded By: Danny Sherrer

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

Motion To: Approve Ordinance O-2024-08, Section 2 Emergency Clause

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- h. Consideration and Approval for Rezone Request at 319 W. Louisiana St.

This item died for lack of motion.

- i. Consideration and Approval for a Rezone Request at West Alabama Street and South 2nd Ave

This item died for lack of motion.

- j. Consideration and Approval for Rezone Request at West Mississippi Street and South 2nd Avenue

This item died for lack of motion.

- k. Consideration and Approval for a Rezone Request at 820 East Main Street

Motion To: Approve Zoning Map to be Amended as to Replace the C-3 General Commercial District to the R-1 Single Family Residential Zoning District for the Property Located at 820 East Main in Durant More Particularly Described in This Legal Description as the South 183 Feet of Lot 1 in Block 2 of Highland Park Addition to the City of Durant, Bryan County Oklahoma, (Ordinance O-2024-09, Section 1)

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

Motion To: For the Immediate Preservation of the Peace, Health, and Safety of the City of Durant, Oklahoma and the Inhabitants Thereof, It is Necessary that this Ordinance Shall Become Operative and Go Into Effect Immediately Upon Its Passage, Approval and Publication (Ordinance O-2024-09, Section 2 Emergency Clause)

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

5. New Business

There was no new business.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Consider Approval of Budget Supplements BA 25-01

#315 Appropriate Funds for Capital Improvement Prior Year Budget Rollover
#316 Appropriate Funds for Beautification Fund Prior Year Cemetery Maintenance Budget Rollover.
#317 Appropriate Funds for IT Service Fund Project Rollover
#318 Appropriate Funds for DIA Prior Year Budget Rollover
#319 Appropriate Funds for Special 911 Tax Prior Year Project Rollover
#320 Appropriate Funds for Economic Dev. Prior Year AirEvac. Project Rollover
#321 Appropriate Funds for Airport Authority Taxiway & AWOS Project Rollover
#322 Appropriate Funds for CDBG Prior Year Project Rollover
#323 Appropriate Funds for Drug Enforcement Prior Year Balance Rollover
#324 Appropriate Funds for DWRF COMM Library Prior Year Balance Rollover
#325 Appropriate Funds for DMSC Prior Year Projects Rollover
#326 Appropriate Funds for DCUA Prior Year Unfinished Projects Rollover.

Council Information / Action Requested

Approval of Budget Supplements BA 25-01

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

ATTACHMENTS:

1. BA 25-01 1 to 12



Durant, OK

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT08691 - BA 25-01 001-011 FY34 PROIR Y
ROLLOVER

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000315	FY 24/25 ORIGINAL BUDGET	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	9/17/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
015-000-301-1000	BEGINNING UNENCUMBERED	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	-369,298.00	-2,365,330.00	-2,734,628.00
July: -2,365,330.00					
015-000-361-4001	CCPF DONATION	BA 25-01 01-01 ASSIGNED TO ANIMAL SHELTER..	0.00	-230,000.00	-230,000.00
July: -230,000.00					
015-000-362-1007	OPJ-BVP BULLET PROOF VEST	BA 25-01 01-01 CI GRANT REIMBUSE	0.00	-7,154.00	-7,154.00
July: -7,154.00					
015-000-362-1015	OWRB LOAN PROCEEDS	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	-1,938,473.00	-1,938,473.00
July: -1,938,473.00					
015-000-362-7716	FAA GRANT	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	-266,047.00	-266,047.00
July: -266,047.00					
015-000-364-3300	EQUIPMENT FINANCING	BA 25-01 01-01 CI DIA TRSF FOR EVACT PROJE...	0.00	-900,000.00	-900,000.00
July: -900,000.00					
015-000-364-4053	TRSF FR UA 2020 STRN 210-052	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	-4,951,568.00	-4,951,568.00
July: -4,951,568.00					
015-000-364-4055	TRS FM 2023 CWSRF 210-058	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	-12,670,800.00	-12,670,800.00
July: -12,670,800.00					
015-000-364-4055	TRS FM 2023 CWSRF 210-058	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	-22,534,500.00	-22,534,500.00
July: -22,534,500.00					
015-000-399-0000	CONTRIBUTED CAPITAL REVEN...	BA 25-01 01-01 TRSF FR FD 101 COVER EOC C...	0.00	-200,000.00	-200,000.00
July: -200,000.00					
015-005-550-5902	HAND HELD RADIOS	BA 25-01 01-01 CI PD50%MTCH TOTL \$298800	0.00	149,400.00	149,400.00
July: 149,400.00					
015-005-550-5904	BODY ARMOR VESTS	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	24,000.00	22,007.00	46,007.00
July: 22,007.00					
015-005-560-5654	CAD FLEX SYSTEM	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	18,653.00	18,653.00
July: 18,653.00					
015-005-560-6324	POLICE VEHICLES W/EQUIP	BA 25-01 01-01 CI PD CHIEF VEHICLE FORM IT ...	68,000.00	37,500.00	105,500.00
July: 37,500.00					
015-005-560-6595	MISC. TOOLS & EQUIPS	BA 25-01 01-01 CI 1st & arknsas shack	0.00	8,000.00	8,000.00
July: 8,000.00					
015-006-530-3406	ANIMAL CONTROL FACILITY	BA 25-01 01-01CI PRIOR YEAR ROLLOVER	300,000.00	112,565.00	412,565.00
July: 112,565.00					
015-006-530-3406	ANIMAL CONTROL FACILITY	BA 25-01 01-01 CI CCPF TO ANIMAL SHELTER	300,000.00	230,000.00	530,000.00
July: 230,000.00					
015-006-530-3409	ANIMAL CONTROL VEHICLE/E...	BA 25-01 01-01 DIGITICKET BODY CAM	51,000.00	5,446.00	56,446.00
July: 5,446.00					
015-007-560-6595	MISC EQUIPMENT	BA 25-01 01-01 CI EOC 3 CONSLOES FRM FUND...	20,000.00	200,000.00	220,000.00
July: 200,000.00					
015-008-560-5670	REFURBISH TOWER	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	30,000.00	30,000.00
July: 30,000.00					
015-008-560-6305	TRUCK & EQUIPMENT	BA 25-01 01-01 CI ROLLOVER CHIEF VEHICLE	60,000.00	37,500.00	97,500.00
July: 37,500.00					
015-008-570-7812	ROOF REPAIRS MAIN STATION	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	17,059.00	17,059.00

Budget Adjustment Register
Packet: GLPKT08691 - BA 25-01 001-011 FY34 PROIR Y ROLLOVER

July:	17,059.00					
015-009-560-5657		GENERAL PARK IMPROVEMENTS	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	475,000.00	82,001.00	557,001.00
July:	82,001.00					
015-009-560-5662		PARK PLAYGROUND EQUIPME...	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	100,000.00	100,000.00
July:	100,000.00					
015-009-560-6402		BILLY MILLER PARK IMPROVEM...	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	48,044.00	48,044.00
July:	48,044.00					
015-009-560-6421		RAILS/TRAILS-ODOT CONSTRU	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	50,000.00	50,000.00
July:	50,000.00					
015-012-560-8072		POOL REHABILITATION	BA 25-01 01-01 CI ROVER PUMP HOUSE	350,000.00	100,000.00	450,000.00
July:	100,000.00					
015-012-560-9659		SWIMMING POOL IMPROVEM...	BA 25-01 01-01 CI ROLLOVER RESURFACE	0.00	47,000.00	47,000.00
July:	47,000.00					
015-016-520-2134		CITY-WIDE SAFE STREETS PLAN	BA 25-01 01-01 CI ROLLOVER	0.00	51,030.00	51,030.00
July:	51,030.00					
015-016-520-2164		PROFESSIONAL SERVICES	BA 25-01 01-01 CI P ROLLOVER BRIDGE INSPECT	0.00	5,000.00	5,000.00
July:	5,000.00					
015-016-560-6026		TRACKHOE EXCAVATOR-NEW	BBA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	20,000.00	20,000.00
July:	20,000.00					
015-016-560-6205		PAVING & MAINTENANCE	BBA 25-01 01-01 CI ROLLOVER 49TH& W UNIV...	0.00	517,940.00	517,940.00
July:	517,940.00					
015-016-560-6212		STREET PROJECTS	BA 25-01 01-01 CI ROLLOVER	0.00	180,470.00	180,470.00
July:	180,470.00					
015-016-560-6214		TRAFFIC SIGNAL IMPROVEMEN...	BA 25-01 01-01 CI ROLLOVER 1ST TO 21ST	0.00	37,500.00	37,500.00
July:	37,500.00					
015-018-550-5832		EM EQUIPMENT & MISC.	BA 2-01 01-11 CI ROLLOVER RADIO NEEDS	0.00	42,843.00	42,843.00
July:	42,843.00					
015-018-560-6016		EOC BUILDING PROJECT COMP...	BA 25-01 01-01 CI ROLLOVER SHUTTER	0.00	71,809.00	71,809.00
July:	71,809.00					
015-019-560-6102		CITY HALL RENOVATION	BA 25-01 01-01 CI ROLLOVER ROFF CARPET	0.00	131,500.00	131,500.00
July:	131,500.00					
015-019-570-7010		MISC. EXPENSES	BA 25-01 01-01 CI ROLLOVER PD LEASE FINAL	0.00	60,000.00	60,000.00
July:	60,000.00					
015-019-570-7800		FUND RESERVE	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	58,898.00	750,430.00	809,328.00
July:	750,430.00					
015-020-550-5501		SECURITY DOOR LOCKS	BA 25-01 01-01 CI ROLLOVER SECURITY LOCK	0.00	32,500.00	32,500.00
July:	32,500.00					
015-020-580-8052		FY17 FIBER OPTIC UPGRADE	BA 25-01 01-01 CI ROLLOVER	0.00	103,000.00	103,000.00
July:	103,000.00					
015-021-550-5684		NEW FLEET MAINT. BUILDING	BA 25-01 01-01 CI ROLLOVER FANS	0.00	5,000.00	5,000.00
July:	5,000.00					
015-021-550-5861		MINOR TOOLS AND EQUIPMENT	BA 25-01 01-01 CI ROLLOVER 2 GENERATOR	0.00	95,200.00	95,200.00
July:	95,200.00					
015-024-560-6321		VEHICLE	BA 25-01 01-01 CI ROLLOVER 22 MALIBU	0.00	26,327.00	26,327.00
July:	26,327.00					
015-026-520-2103		PROFESSIONAL SERVICES	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	435,255.00	435,255.00
July:	435,255.00					
015-026-560-9490		MANHOLE/SEWER SYS COLLECT...	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	2,943,093.00	2,943,093.00
July:	2,943,093.00					
015-026-570-7041		PROPERTY PURCHASES	BA 25-01 01-01 CI ROLLOVER EASEMENT	0.00	12,323.00	12,323.00
July:	12,323.00					
015-027-520-2103		WTP ENGINEERING	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	6,117.00	6,117.00
July:	6,117.00					

Budget Adjustment Register
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015-027-560-5657	GENERATOR	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	7,004.00	7,004.00
July:	7,004.00				
015-027-560-6018	FILTER UPGRADE/REPLACEME...	BA 25-01 01-01CI PRIOR YEAR ROLLOVER	0.00	48,128.00	48,128.00
July:	48,128.00				
015-027-560-6390	EQUIP/PUMP	BA 25-01 01-01 CI ROLLOVER actuator upgrade	0.00	64,320.00	64,320.00
July:	64,320.00				
015-027-560-6429	VFD's ON #1 & #2 RAW PUMPS	BA 25-01 01-01 CI ROLLOVER REBUILD PUMP	0.00	72,501.00	72,501.00
July:	72,501.00				
015-027-560-6804	WTP UPGRADE-2021	BA 25-01 01-01 CI ROLLOVER WTP UPGRADE	0.00	12,680.00	12,680.00
July:	12,680.00				
015-028-550-5809	PICKUP	BA 25-01 01-01 CI ROLLOVER ONE VEHICLE	0.00	25,000.00	25,000.00
July:	25,000.00				
015-029-550-5870	SAFETY EQUIPMENT	BA 25-01 01-01 CI ROLLOVER PLOYCART WASHI..	0.00	50,000.00	50,000.00
July:	50,000.00				
015-031-560-9334	LAKE DURANT IMPROVEMENTS	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	350,000.00	6,435.00	356,435.00
July:	6,435.00				
015-049-520-2165	ENGINEERING STUDY - LANDFIL...	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	28,075.00	28,075.00
July:	28,075.00				
015-049-560-6413	LANDFILL CELL PREPARATION	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	201,764.00	201,764.00
July:	201,764.00				
015-065-520-2136	PROFESSIONAL SERVICES	BA 25-01 01-01 CI ROLLOVER AIREVAC & AWOS	10,500.00	168,846.00	179,346.00
July:	168,846.00				
015-065-520-2136	PROFESSIONAL SERVICES	BA 25-01 01-011 CI ROLLOVER TAXIWAY	10,500.00	16,740.00	27,240.00
July:	16,740.00				
015-065-520-2136	PROFESSIONAL SERVICES	BA 25-01 01-01 CI PRIOR YEAR PAVEMENT AN...	10,500.00	27,963.00	38,463.00
July:	27,963.00				
015-065-550-5805	EQUIPMENT	BA 25-01 01-01 CI ROLLOVER SECURITY	15,000.00	78,473.00	93,473.00
July:	78,473.00				
015-065-560-6014	EMERGENCY BACK UP GENERA...	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	6,504.00	6,504.00
July:	6,504.00				
015-065-560-6200	FY24 HANGAR BUILDING PROJ...	BA 25-01 01-01 CI ROLLOVER AIREVAC HANGAR	0.00	900,000.00	900,000.00
July:	900,000.00				
015-065-560-6300	2020 AIRPORT FUEL TANK	BA 25-01 01-01 CI ROLLOVER JET A TANK	0.00	50,000.00	50,000.00
July:	50,000.00				
015-065-560-6400	AIRPORT IMPROVEMENTS	BA 25-01 01-01 CI ROLLOVER RUNWAY TAXIW...	0.00	8,744.00	8,744.00
July:	8,744.00				
015-065-560-8067	UPGRADE AWOS IMPROVMEN...	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	110,968.00	110,968.00
July:	110,968.00				
015-805-520-2103	2020 STREET PROFESSIONAL S...	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	245,586.00	245,586.00
July:	245,586.00				
015-805-530-3903	STREETS STRIPING	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	65,000.00	65,000.00
July:	65,000.00				
015-805-550-5800	CAMERAS MAIN & WASHINGT...	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	65,000.00	65,000.00
July:	65,000.00				
015-805-560-6200	2020 STREETS PROJECT	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	3,270,992.00	3,270,992.00
July:	3,270,992.00				
015-805-560-6204	CITY WIDE TRAFFIC SIGNAL PRJ.	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	443,070.00	443,070.00
July:	443,070.00				
015-905-560-6005	2020 WWTP CONTINGENCY	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	145,620.00	145,620.00
July:	145,620.00				
015-905-560-6006	2020 WWTP CONSTRUCTION	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	9,252,330.00	9,252,330.00
July:	9,252,330.00				
015-905-560-6007	2020 WWTP ADM/PERMIT	BA 25-01 01-01 CI ROLLOVER DEQ 2ND PERMIT	0.00	8,457.00	8,457.00

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July:	8,457.00					
015-905-560-6008		2020 WWTP PROJECT-PROFAL. ...	BA 25-01 01-01CI PRIOR YEAR ROLLOVER	0.00	1,243,900.00	1,243,900.00
July:	1,243,900.00					
015-905-560-6009		2020 WWTP EQUIPMENT	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	82,760.00	82,760.00
July:	82,760.00					
015-910-560-6005		2023 WWTP CONTINGENCY	BA 25-01 01-01 CI PRIOR YEAR ROLLOVER	0.00	22,534,500.00	22,534,500.00
July:	22,534,500.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000316	FY 24/25 ORIGINAL BUDGET	BA 25-01 02 ROLLOVER CEMETERY EXPNSE	9/17/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
008-019-550-5820	CEMETERY BEAUTIFICATION	BA 25-01 02 ROLLOVER CEMETERY EXPNSE	0.00	86.00	86.00
July:	86.00				
008-019-570-7800	FUND RESERVE	BA 25-01 02 ROLLOVER CEMETERY EXPNSE	102,700.00	-86.00	102,614.00
July:	-86.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000317	FY 24/25 ORIGINAL BUDGET	BA 25-01 03 ROLLOVER IT SERVICE FUND	9/17/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
010-000-301-1000	BEGINNING UNENCUMBERED	BA 2-01 03 ROLLOVER IT SERVICE FUND	-11,189.00	-179,402.00	-190,591.00
July:	-179,402.00				
010-020-530-3468	PROJECT & KNOWLEDGE MNGT.	BA 2-01 03 ROLLOVER IT SERVICE FUND	0.00	41,000.00	41,000.00
July:	41,000.00				
010-020-570-7801	FUND RESERVE FOR CAP. EXP.	BA 2-01 03 ROLLOVER IT SERVICE FUND	3,500.00	138,402.00	141,902.00
July:	138,402.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000318	FY 24/25 ORIGINAL BUDGET	BA 25-01 04 ROLLOVER	9/17/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
020-000-301-1000	BEGINNING BALANCE	BA 25-01 04 ROLLOVER	-144,848.00	-1,255,628.00	-1,400,476.00
July:	-1,255,628.00				
020-000-364-2800	TRANSFER FROM ECONOMIC-D...	BA 25-01 04 ROLLOVER FOR AIREVAC LOAN	0.00	-900,000.00	-900,000.00
July:	-900,000.00				
020-017-530-3036	CONSULTING FEES	BA 25-01 04 ROLLOVER	25,000.00	16,600.00	41,600.00
July:	16,600.00				
020-017-530-3038	PUBLICATIONS & ADVERTISING	BA 25-01 04 ROLLOVER	10,300.00	6,126.00	16,426.00
July:	6,126.00				
020-017-530-3051	CONTRACT LABOR	BA 25-01 04 ROLLOVER	60,000.00	50,300.00	110,300.00
July:	50,300.00				
020-017-550-5849	COMP. SOFTWARE & ACCESSO...	BA 25-01 04 ROLLOVER	10,000.00	5,683.00	15,683.00
July:	5,683.00				
020-067-530-3502	TIF#3 19 TUBACEX REIMB PYM...	BA 25-01 04 ROLLOVER	0.00	26,770.00	26,770.00
July:	26,770.00				
020-067-560-6003	DIA LANDS PURCHASE	BA 25-01 04 ROLLOVER	0.00	884,016.00	884,016.00
July:	884,016.00				
020-067-560-6216	FY24 AIR. AUTH. HANGAR PROJ...	BA 25-01 04 ROLLOVER	0.00	900,000.00	900,000.00
July:	900,000.00				
020-067-570-7009	SMALL BUSINESS TECHNOLOGY	BA 25-01 04 ROLLOVER	0.00	10,000.00	10,000.00

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July:	10,000.00					
020-067-570-7011		SMALL BUSINESS GRANT	BA 25-01 04 ROLLOVER	0.00	90,234.00	90,234.00
July:	90,234.00					
020-067-570-7400		CONTINGENCY RESERVE	BA 25-01 04 ROLLOVER	0.00	165,899.00	165,899.00
July:	165,899.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000319	FY 24/25 ORIGINAL BUDGET	BA 25-01 05 ROLLOVER EOC 3 CONSOLES	9/17/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
101-000-301-1000	BEGINNING UNENCUMBERED	BA 25-01 05 ROLLOVER EOC 3 CONSOLES	-330,198.00	-200,000.00	-530,198.00
July:	-200,000.00				
101-007-599-0150	TRSF TO CAPITAL IMPR. FUND	BA 25-01 05 ROLLOVER EOC 3 CONSOLES	0.00	200,000.00	200,000.00
July:	200,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000320	FY 24/25 ORIGINAL BUDGET	BA 25-01 06 ROLLOVER TRSF TO DIA FOR AIREVAC LOAN	9/17/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
110-017-560-6021	FUTURE PROJECTS	BA 25-01 06 ROLLOVER TRSF TO DIA FOR AIRE...	4,500,000.00	-900,000.00	3,600,000.00
July:	-900,000.00				
110-017-599-0201	TRANSFER TO DIA - DEBT PMTS	BA 25-01 06 ROLLOVER TRSF TO DIA FOR AIRE...	20,000.00	900,000.00	920,000.00
July:	900,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000321	FY 24/25 ORIGINAL BUDGET	BA 25-01 07 ROLLOVER AIRP TAXIWAY AWOS	9/17/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
206-000-301-1000	BEGINNING UNENCUMBERED	BA 25-01 07 ROLLOVER AIRP TAXIWAY AWOS	0.00	-203,273.00	-203,273.00
July:	-203,273.00				
206-065-520-2141	ENGINEERING SERVICES	BA 25-01 07 ROLLOVER PLANNING	59,650.00	58,880.00	118,530.00
July:	58,880.00				
206-065-530-3051	CONTRACT LABOR	BA 25-01 07 ROLLOVER AIRP TAXIWAY AWOS	30,000.00	13,377.00	43,377.00
July:	13,377.00				
206-065-530-3055	AWOS TELECOM & MAINT CO...	BA 25-01 07 ROLLOVER AIRP TAXIWAY AWOS	5,200.00	17,000.00	22,200.00
July:	17,000.00				
206-065-550-5509	EQUIPMENT & GROUNDS MAI...	BA 25-01 07 ROLLOVER AIRP TAXIWAY	15,000.00	43,976.00	58,976.00
July:	43,976.00				
206-065-570-7800	FUND RESERVE	BA 25-01 07 ROLLOVER AIRP TAXIWAY AWOS	37,344.00	70,040.00	107,384.00
July:	70,040.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000322	FY 24/25 ORIGINAL BUDGET	BA 25-01 08 ROLLOVER CDBG	9/17/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
250-000-362-4019	20 CDBG-CR 18114 UT. ASST.	BA 2-01 08 ROLLOVER CDBG UTLI ASST GRANT	0.00	-374,142.00	-374,142.00
July:	-374,142.00				
250-139-530-3486	REIMB TO UA - UTILITY ASSIST.	BA 2-01 08 ROLLOVER CDBG UTASST GENERA...	0.00	226,655.00	226,655.00
July:	226,655.00				

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Adjustment Number	Budget Code	Description	Adjustment Date
BA0000323	FY 24/25 ORIGINAL BUDGET	BA 25-01 09 ROLLOVER DRUG ENFORCEMNT	9/17/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
305-000-301-1000	BEGINNING BALANCE	BA 25-01 09 ROLLOVER DRUG ENFORCEMNT	0.00	-19,100.00	-19,100.00
July:	-19,100.00				
305-005-570-1701	CONTINGENCY RESERVE	BA 25-01 09 ROLLOVER DRUG ENFORCEMNT	0.00	10,533.00	10,533.00
July:	10,533.00				
305-005-570-7010	MISCELLANEOUS EXPENDITUR...	BA 25-01 09 ROLLOVER DRUG ENFORCEMNT	0.00	8,567.00	8,567.00
July:	8,567.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000324	FY 24/25 ORIGINAL BUDGET	BA 25-01 10 ROLLOVER DWRF COMM CTR LIBRARY	9/10/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
350-000-301-1000	BEGINNING UNENCUMBERED	BA 25-01 10 ROLLOVER DWRF COMM CTR LIB...	0.00	-921,575.00	-921,575.00
July:	-921,575.00				
350-015-550-5605	PENDLETON TRUST MAINT/PR...	BA 25-01 10 ROLLOVER DWRF COMM CTR LIB...	0.00	300,205.00	300,205.00
July:	300,205.00				
350-015-550-5606	PENDLETON GRAVESITES MAIN...	BA 25-01 10 ROLLOVER DWRF COMM CTR LIB...	0.00	29,477.00	29,477.00
July:	29,477.00				
350-015-560-6408	IMPROVEMENTS	BA 25-01 10 ROLLOVER DWRF COMM CTR LIB...	0.00	8,925.00	8,925.00
July:	8,925.00				
350-015-570-7400	CONTINGENCY RESERVE	BA 25-01 10 ROLLOVER DWRF COMM CTR LIB...	0.00	582,968.00	582,968.00
July:	582,968.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000325	FY 24/25 ORIGINAL BUDGET	BA 25-01 11 ROLLOVER DMSC	9/17/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
500-000-301-1000	BEGINNING UNENCUMBERED	BA 25-01 11 ROLLOVER DMSC	-3,722.00	-333,756.00	-337,478.00
July:	-333,756.00				
500-010-550-5849	COMPUTER SOFTWARE/ACCES...	BA 25-01 11 ROLLOVER DMSC	5,000.00	5,000.00	10,000.00
July:	5,000.00				
500-011-550-5658	BUILDING & GROUNDS MAINT...	BA 25-01 11 ROLLOVER DMSC	40,000.00	10,000.00	50,000.00
July:	10,000.00				
500-011-550-5671	RECREATION EQUIPMENT & M...	BA 25-01 11 ROLLOVER DMSC ROBOTIC FIELD ...	40,000.00	68,046.00	108,046.00
July:	68,046.00				
500-011-560-5661	MACHINERY,	BA 25-01 11 ROLLOVER DMSC	0.00	250,710.00	250,710.00
July:	250,710.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000326	FY 24/25 ORIGINAL BUDGET	BA 25-01 12 ROLLOVER DCUA SCUM PUMP	9/17/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
405-000-301-1000	BEGINNING UNENCUMBERED	BA 25-01 12 ROLLOVER DCUA SCUM PUMP	0.00	-18,295.00	-18,295.00
July:	-18,295.00				
405-000-361-4000	MISC. REVENUE	BA 25-01 12 OMAG WWTP TRUCK CHECK	0.00	-1,313.00	-1,313.00
September:	-1,313.00				
405-028-550-5509	OTHER EQUIP PARTS & MAINT	BA 25-01 12 ROLLOVER DCUA SCUM PUMP	250,000.00	5,115.00	255,115.00
July:	5,115.00				

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405-028-550-5509	OTHER EQUIP PARTS & MAINT	BA 25-01 12 ROLLOVER DCUA BELND TANK MI...	250,000.00	13,180.00	263,180.00
July:	13,180.00				
405-028-550-5663	VEHICLE MAINTENANCE	BA 25-01 12 OMAG WWTP TRUCK CHECK	5,000.00	1,313.00	6,313.00
September:	1,313.00				

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
25	FY 24/25 ORIGINAL BUDGET	008-019-550-5820	CEMETERY BEAUTIFICATION	0.00	86.00	86.00
		008-019-570-7800	FUND RESERVE	102,700.00	-86.00	102,614.00
		010-000-301-1000	BEGINNING UNENCUMBERED	-11,189.00	-179,402.00	-190,591.00
		010-020-530-3468	PROJECT & KNOWLEDGE MNGT.	0.00	41,000.00	41,000.00
		010-020-570-7801	FUND RESERVE FOR CAP. EXP.	3,500.00	138,402.00	141,902.00
		015-000-301-1000	BEGINNING UNENCUMBERED	-369,298.00	-2,365,330.00	-2,734,628.00
		015-000-361-4001	CCPF DONATION	0.00	-230,000.00	-230,000.00
		015-000-362-1007	OPJ-BVP BULLET PROOF VEST	0.00	-7,154.00	-7,154.00
		015-000-362-1015	OWRB LOAN PROCEEDS	0.00	-1,938,473.00	-1,938,473.00
		015-000-362-7716	FAA GRANT	0.00	-266,047.00	-266,047.00
		015-000-364-3300	EQUIPMENT FINANCING	0.00	-900,000.00	-900,000.00
		015-000-364-4053	TRSF FR UA 2020 STRN 210-052	0.00	-4,951,568.00	-4,951,568.00
		015-000-364-4055	TRS FM 2023 CWSRF 210-058	0.00	-35,205,300.00	-35,205,300.00
		015-000-399-0000	CONTRIBUTED CAPITAL REVENUE	0.00	-200,000.00	-200,000.00
		015-005-550-5902	HAND HELD RADIOS	0.00	149,400.00	149,400.00
		015-005-550-5904	BODY ARMOR VESTS	24,000.00	22,007.00	46,007.00
		015-005-560-5654	CAD FLEX SYSTEM	0.00	18,653.00	18,653.00
		015-005-560-6324	POLICE VEHICLES W/EQUIP	68,000.00	37,500.00	105,500.00
		015-005-560-6595	MISC. TOOLS & EQUIPS	0.00	8,000.00	8,000.00
		015-006-530-3406	ANIMAL CONTROL FACILITY	300,000.00	342,565.00	642,565.00
		015-006-530-3409	ANIMAL CONTROL VEHICLE/EQUI...	51,000.00	5,446.00	56,446.00
		015-007-560-6595	MISC EQUIPMENT	20,000.00	200,000.00	220,000.00
		015-008-560-5670	REFURBISH TOWER	0.00	30,000.00	30,000.00
		015-008-560-6305	TRUCK & EQUIPMENT	60,000.00	37,500.00	97,500.00
		015-008-570-7812	ROOF REPAIRS MAIN STATION	0.00	17,059.00	17,059.00
		015-009-560-5657	GENERAL PARK IMPROVEMENTS	475,000.00	82,001.00	557,001.00
		015-009-560-5662	PARK PLAYGROUND EQUIPMENT	0.00	100,000.00	100,000.00
		015-009-560-6402	BILLY MILLER PARK IMPROVEMEN...	0.00	48,044.00	48,044.00
		015-009-560-6421	RAILS/TRAILS-ODOT CONSTRU	0.00	50,000.00	50,000.00
		015-012-560-8072	POOL REHABILITATION	350,000.00	100,000.00	450,000.00
		015-012-560-9659	SWIMMING POOL IMPROVEMENTS	0.00	47,000.00	47,000.00
		015-016-520-2134	CITY-WIDE SAFE STREETS PLAN	0.00	51,030.00	51,030.00
		015-016-520-2164	PROFESSIONAL SERVICES	0.00	5,000.00	5,000.00
		015-016-560-6026	TRACKHOE EXCAVATOR-NEW	0.00	20,000.00	20,000.00
		015-016-560-6205	PAVING & MAINTENANCE	0.00	517,940.00	517,940.00
		015-016-560-6212	STREET PROJECTS	0.00	180,470.00	180,470.00
		015-016-560-6214	TRAFFIC SIGNAL IMPROVEMENTS	0.00	37,500.00	37,500.00
		015-018-550-5832	EM EQUIPMENT & MISC.	0.00	42,843.00	42,843.00
		015-018-560-6016	EOC BUILDING PROJECT COMPLETE	0.00	71,809.00	71,809.00
		015-019-560-6102	CITY HALL RENOVATION	0.00	131,500.00	131,500.00
		015-019-570-7010	MISC. EXPENSES	0.00	60,000.00	60,000.00
		015-019-570-7800	FUND RESERVE	58,898.00	750,430.00	809,328.00
		015-020-550-5501	SECURITY DOOR LOCKS	0.00	32,500.00	32,500.00
		015-020-580-8052	FY17 FIBER OPTIC UPGRADE	0.00	103,000.00	103,000.00
		015-021-550-5684	NEW FLEET MAINT. BUILDING	0.00	5,000.00	5,000.00
		015-021-550-5861	MINOR TOOLS AND EQUIPMENT	0.00	95,200.00	95,200.00
		015-024-560-6321	VEHICLE	0.00	26,327.00	26,327.00
		015-026-520-2103	PROFESSIONAL SERVICES	0.00	435,255.00	435,255.00
		015-026-560-9490	MANHOLE/SEWER SYS COLLECTION...	0.00	2,943,093.00	2,943,093.00
		015-026-570-7041	PROPERTY PURCHASES	0.00	12,323.00	12,323.00
		015-027-520-2103	WTP ENGINEERING	0.00	6,117.00	6,117.00
		015-027-560-5657	GENERATOR	0.00	7,004.00	7,004.00
		015-027-560-6018	FILTER UPGRADE/REPLACEMENT	0.00	48,128.00	48,128.00
		015-027-560-6390	EQUIP/PUMP	0.00	64,320.00	64,320.00
		015-027-560-6429	VFD's ON #1 & #2 RAW PUMPS	0.00	72,501.00	72,501.00
		015-027-560-6804	WTP UPGRADE-2021	0.00	12,680.00	12,680.00
		015-028-550-5809	PICKUP	0.00	25,000.00	25,000.00
		015-029-550-5870	SAFETY EQUIPMENT	0.00	50,000.00	50,000.00

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015-031-560-9334	LAKE DURANT IMPROVEMENTS	350,000.00	6,435.00	356,435.00
015-049-520-2165	ENGINEERING STUDY - LANDFILL *	0.00	28,075.00	28,075.00
015-049-560-6413	LANDFILL CELL PREPARATION	0.00	201,764.00	201,764.00
015-065-520-2136	PROFESSIONAL SERVICES	10,500.00	213,549.00	224,049.00
015-065-550-5805	EQUIPMENT	15,000.00	78,473.00	93,473.00
015-065-560-6014	EMERGENCY BACK UP GENERATOR	0.00	6,504.00	6,504.00
015-065-560-6200	FY24 HANGAR BUILDING PROJECT	0.00	900,000.00	900,000.00
015-065-560-6300	2020 AIRPORT FUEL TANK	0.00	50,000.00	50,000.00
015-065-560-6400	AIRPORT IMPROVEMENTS	0.00	8,744.00	8,744.00
015-065-560-8067	UPGRADE AWOS IMPROVEMENTS	0.00	110,968.00	110,968.00
015-805-520-2103	2020 STREET PROFESSIONAL SERVI	0.00	245,586.00	245,586.00
015-805-530-3903	STREETS STRIPING	0.00	65,000.00	65,000.00
015-805-550-5800	CAMERAS MAIN & WASHINGTON	0.00	65,000.00	65,000.00
015-805-560-6200	2020 STREETS PROJECT	0.00	3,270,992.00	3,270,992.00
015-805-560-6204	CITY WIDE TRAFFIC SIGNAL PRJ.	0.00	443,070.00	443,070.00
015-905-560-6005	2020 WWTP CONTINGENCY	0.00	145,620.00	145,620.00
015-905-560-6006	2020 WWTP CONSTRUCTION	0.00	9,252,330.00	9,252,330.00
015-905-560-6007	2020 WWTP ADM/PERMIT	0.00	8,457.00	8,457.00
015-905-560-6008	2020 WWTP PROJECT-PROFAL. SV...	0.00	1,243,900.00	1,243,900.00
015-905-560-6009	2020 WWTP EQUIPMENT	0.00	82,760.00	82,760.00
015-910-560-6005	2023 WWTP CONTINGENCY	0.00	22,534,500.00	22,534,500.00
020-000-301-1000	BEGINNING BALANCE	-144,848.00	-1,255,628.00	-1,400,476.00
020-000-364-2800	TRANSFER FROM ECONOMIC-DEBT	0.00	-900,000.00	-900,000.00
020-017-530-3036	CONSULTING FEES	25,000.00	16,600.00	41,600.00
020-017-530-3038	PUBLICATIONS & ADVERTISING	10,300.00	6,126.00	16,426.00
020-017-530-3051	CONTRACT LABOR	60,000.00	50,300.00	110,300.00
020-017-550-5849	COMP. SOFTWARE & ACCESSORIES	10,000.00	5,683.00	15,683.00
020-067-530-3502	TIF#3 19 TUBACEX REIMB PYMNT	0.00	26,770.00	26,770.00
020-067-560-6003	DIA LANDS PURCHASE	0.00	884,016.00	884,016.00
020-067-560-6216	FY24 AIR. AUTH. HANGAR PROJECT	0.00	900,000.00	900,000.00
020-067-570-7009	SMALL BUSINESS TECHNOLOGY	0.00	10,000.00	10,000.00
020-067-570-7011	SMALL BUSINESS GRANT	0.00	90,234.00	90,234.00
020-067-570-7400	CONTINGENCY RESERVE	0.00	165,899.00	165,899.00
101-000-301-1000	BEGINNING UNENCUMBERED	-330,198.00	-200,000.00	-530,198.00
101-007-599-0150	TRSF TO CAPITAL IMPR. FUND	0.00	200,000.00	200,000.00
110-017-560-6021	FUTURE PROJECTS	4,500,000.00	-900,000.00	3,600,000.00
110-017-599-0201	TRANSFER TO DIA - DEBT PMTS	20,000.00	900,000.00	920,000.00
206-000-301-1000	BEGINNING UNENCUMBERED	0.00	-203,273.00	-203,273.00
206-065-520-2141	ENGINEERING SERVICES	59,650.00	58,880.00	118,530.00
206-065-530-3051	CONTRACT LABOR	30,000.00	13,377.00	43,377.00
206-065-530-3055	AWOS TELECOM & MAINT CONTR...	5,200.00	17,000.00	22,200.00
206-065-550-5509	EQUIPMENT & GROUNDS MAINT.	15,000.00	43,976.00	58,976.00
206-065-570-7800	FUND RESERVE	37,344.00	70,040.00	107,384.00
250-000-362-4019	20 CDBG-CR 18114 UT. ASST.	0.00	-374,142.00	-374,142.00
250-139-530-3486	REIMB TO UA - UTILITY ASSIST.	0.00	226,655.00	226,655.00
305-000-301-1000	BEGINNING BALANCE	0.00	-19,100.00	-19,100.00
305-005-570-1701	CONTINGENCY RESERVE	0.00	10,533.00	10,533.00
305-005-570-7010	MISCELLANEOUS EXPENDITURES	0.00	8,567.00	8,567.00
350-000-301-1000	BEGINNING UNENCUMBERED	0.00	-921,575.00	-921,575.00
350-015-550-5605	PENDLETON TRUST MAINT/PROJ.	0.00	300,205.00	300,205.00
350-015-550-5606	PENDLETON GRAVESITES MAINT.	0.00	29,477.00	29,477.00
350-015-560-6408	IMPROVEMENTS	0.00	8,925.00	8,925.00
350-015-570-7400	CONTINGENCY RESERVE	0.00	582,968.00	582,968.00
405-000-301-1000	BEGINNING UNENCUMBERED	0.00	-18,295.00	-18,295.00
405-000-361-4000	MISC. REVENUE	0.00	-1,313.00	-1,313.00
405-028-550-5509	OTHER EQUIP PARTS & MAINT	250,000.00	18,295.00	268,295.00
405-028-550-5663	VEHICLE MAINTENANCE	5,000.00	1,313.00	6,313.00
500-000-301-1000	BEGINNING UNENCUMBERED	-3,722.00	-333,756.00	-337,478.00
500-010-550-5849	COMPUTER SOFTWARE/ACCESSOR...	5,000.00	5,000.00	10,000.00
500-011-550-5658	BUILDING & GROUNDS MAINTEN...	40,000.00	10,000.00	50,000.00
500-011-550-5671	RECREATION EQUIPMENT & MAINT	40,000.00	68,046.00	108,046.00

[500-011-560-5661](#)

MACHINERY,	0.00	250,710.00	250,710.00
25 Total:	6,141,837.00	-147,487.00	5,994,350.00
Grand Total:	6,141,837.00	-147,487.00	5,994,350.00

Fund Summary

Fund	Before	Adjustment	After
Budget Code:25 - FY 24/25 ORIGINAL BUDGET Fiscal: 2024-2025			
008	102,700.00	0.00	102,700.00
010	-7,689.00	0.00	-7,689.00
015	1,413,100.00	0.00	1,413,100.00
020	-39,548.00	0.00	-39,548.00
101	-330,198.00	0.00	-330,198.00
110	4,520,000.00	0.00	4,520,000.00
206	147,194.00	0.00	147,194.00
250	0.00	-147,487.00	-147,487.00
305	0.00	0.00	0.00
350	0.00	0.00	0.00
405	255,000.00	0.00	255,000.00
500	81,278.00	0.00	81,278.00
Budget Code 25 Total:	6,141,837.00	-147,487.00	5,994,350.00
Grand Total:	6,141,837.00	-147,487.00	5,994,350.00



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Consider Approval of Budget Supplements BA-25-02

#327 Appropriate Funds for General Fund OMAG Check, FD Donation, Grant Rev.
#328 Appropriate Funds for Capital Improvements Project Adjustment
#329 Appropriate Funds for DIA TIF#3 Revenue & Expense
#330 Appropriate Funds for DCFA Adjust GL for the Prorated Audit Fees
#331 Appropriate Funds for DWRF Library Pendleton Trust revenue
#332 Appropriate Funds for DMSC Projects & Transfer

Council Information / Action Requested
Approval of Budget Supplements BA-25-02

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

ATTACHMENTS:
1. BA 25-02 13-18



Durant, OK

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT08804 - BA 25-2 13-18

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000327	FY 24/25 ORIGINAL BUDGET	BA 25-2 13 OMAG TRAFFIC CNTL BOX REIMB	9/17/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
001-000-301-1000	BEGINNING UNENCUMBERED	BA 25-2 13 GF OPERATION ADJUSTMENT	-2,500,000.00	-71,015.00	-2,571,015.00
July:	-71,015.00				
001-000-361-4000	MISC. REVENUE	BA 25-2 13 OMAG TRAFFIC CNTL BOX REIMB	0.00	-37,030.00	-37,030.00
July:	-37,030.00				
001-000-361-4000	MISC. REVENUE	BA 25-2 13 REFND PYMNT COLUMN SOFTWARE	0.00	-552.00	-552.00
July:	-552.00				
001-000-361-4000	MISC. REVENUE	BA 25-2 13 OMAG REIMB MULLINS STRUCK GA...	0.00	-3,257.00	-3,257.00
July:	-3,257.00				
001-000-361-4000	MISC. REVENUE	BA 25-2 13 OMAG REIMB NELSON PURSUIT	0.00	-7,214.00	-7,214.00
July:	-7,214.00				
001-000-361-4000	MISC. REVENUE	BA 25-2 13 REIMB FROM WEST DURANT MEC...	0.00	-5,750.00	-5,750.00
September:	-5,750.00				
001-000-361-5608	DONATIONS TO FIRE DEPARTM...	BA 25-2 13 PASTOR ARNOLD	0.00	-225.00	-225.00
July:	-225.00				
001-000-362-3605	ODL GRANT REV FOR LIBRARY	BA 25-2 13 OLD GRANT REV FOR LIBRARY	0.00	-4,044.00	-4,044.00
July:	-4,044.00				
001-005-510-1100	SALARIES AND WAGES	BA 25-2 13 PD PERSONNEL ADJ	3,689,116.27	140,000.00	3,829,116.27
July:	140,000.00				
001-005-550-5663	VEHICLE MAINTENANCE	BA 25-2 13 OMAG MULLINS, NELSON VEHICLES...	90,000.00	10,471.00	100,471.00
July:	10,471.00				
001-008-550-5051	OFFICE SUPPLIES	BA 25-2 13 PASTOR ARNOLD	6,807.00	225.00	7,032.00
July:	225.00				
001-012-550-5509	OTHER EQUIP PARTS & MAINT	BA 25-2 13 WHISTLES ROLLOVER	9,500.00	114.00	9,614.00
July:	114.00				
001-014-530-3039	LEGAL PUBLICATIONS REIMB	BA 25-2 13 REFUND PYMNT	4,000.00	552.00	4,552.00
July:	552.00				
001-015-570-7035	ODL GRANT EXPENSE	BA 25-2 13 ODL GRANT EXPS	0.00	4,044.00	4,044.00
July:	4,044.00				
001-015-570-7038	OK LITERACY COALITION GRANT..	BA 25-2 13 LIBRARY GRANT EXPS	0.00	4,000.00	4,000.00
July:	4,000.00				
001-016-550-5673	SIGNAL LIGHT MAINTENANCE	BA 25-2 13 OMAG TRAFFIC CNTL BOX REIMB	175,000.00	37,030.00	212,030.00
July:	37,030.00				
001-017-530-3051	CONTRACT LABOR	BA 25-2 13 REIMB PLACER AI	20,000.00	5,750.00	25,750.00
September:	5,750.00				
001-018-530-3031	PHONE & TELECOMMUNICATI...	BA 25-2 13 001-018 BUDGET ADJUST	25,547.00	-5,000.00	20,547.00
July:	-5,000.00				
001-018-530-3033	UTILITIES	BA 25-2 13 001-018 BUDGET ADJUST	11,500.00	-10,000.00	1,500.00
July:	-10,000.00				
001-018-530-3051	CONTRACT LABOR	BA 25-2 13 001-018 BUDGET ADJUST	70,000.00	-70,000.00	0.00
July:	-70,000.00				
001-018-550-5509	EQUIP MAINT & PARTS	BA 25-2 13 001-018 BUDGET ADJUST	22,000.00	-15,000.00	7,000.00
July:	-15,000.00				
001-018-550-5570	NEW SIREN MAINT	BA 25-2 13 001-018 BUDGET ADJUST	25,000.00	-10,000.00	15,000.00

Budget Adjustment Register

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July:	-10,000.00					
001-018-550-5658	BUILDING AND MAINTENANCE	BA 25-2 13 001-018 BUDGET ADJUST	16,500.00	-10,000.00	6,500.00	
July:	-10,000.00					
001-018-550-5663	VEHICLE MAINT	BA 25-2 13 001-018 BUDGET ADJUST	13,500.00	-10,000.00	3,500.00	
July:	-10,000.00					
001-018-570-7200	TRAINING AND TRAVEL	BA 25-2 13 001-018 BUDGET ADJUST	13,800.00	-10,000.00	3,800.00	
July:	-10,000.00					
001-018-570-7200	TRAINING AND TRAVEL	BA 25-2 13 001-018 BUDGET ADJ TRAINING H...	13,800.00	700.00	14,500.00	
July:	700.00					
001-019-550-5859	BUILDING REPAIR & RENOVATI...	BA 25-2 13 CITY HALL ROOF REPAIR	100,000.00	65,000.00	165,000.00	
July:	65,000.00					
001-019-570-0019	MUNICIPAL CODE UPDATE	BA 25-2 13 ROLLOVER FROM FY 23-24	2,000.00	3,355.00	5,355.00	
July:	3,355.00					
001-019-599-0030	TRSF TO INSURANCE CASH FU...	BA 25-2 13 INSR CASH FUND TRSFR OUT ADJU...	171,086.00	-2,154.00	168,932.00	
July:	-2,154.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000328	FY 24/25 ORIGINAL BUDGET	BA 25-2 14 CI-OMAG, FINANCING TRNSFR ADJ	9/17/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
015-000-301-1000	BEGINNING UNENCUMBERED	BA 25-2 14 CI-SH 78 WATERLINE RELOCATION	-369,298.00	-126,000.00	-495,298.00
July:	-126,000.00				
015-000-361-4000	MISC. REVENUE	BA 25-2 14 CI-OMAG PUMP RAT ATE THRU	0.00	-35,837.00	-35,837.00
July:	-35,837.00				
015-000-361-4000	MISC. REVENUE	BA 25-2 14 CI-OMAG, BODY CAM	0.00	-1,130.00	-1,130.00
September:	-1,130.00				
015-000-364-3300	EQUIPMENT FINANCING	BA 25-2 14 CI-FD PUMP 465K LOAN FROM CO...	0.00	-465,000.00	-465,000.00
July:	-465,000.00				
015-000-364-4050	TRSF FROM UTILITY AUTHORITY	BA 25-2 14 CI-TRSF FROM UA FOR WATERLINE	-1,855,897.00	-15,000.00	-1,870,897.00
July:	-15,000.00				
015-005-550-5825	IN-CAR/BODY CAMERAS	BA 25-2 14 CI-OMAG, BODY CAM	0.00	1,130.00	1,130.00
September:	1,130.00				
015-008-560-6320	FD TRUCK/VEHICLE PURCHASE	BA 25-2 14 CI-FD PUMPER CITY 200K COUNTY ...	200,000.00	465,000.00	665,000.00
July:	465,000.00				
015-009-560-5657	GENERAL PARK IMPROVEMENTS	BA 25-2 14 CI-REAPPROPRIATE FUND TO RESE...	475,000.00	-400,000.00	75,000.00
July:	-400,000.00				
015-019-570-7800	FUND RESERVE	BA 25-2 14 CI-MOVE PARK TO RESERVE	58,898.00	400,000.00	458,898.00
July:	400,000.00				
015-026-520-2103	PROFESSIONAL SERVICES	BA 25-2 14 CI-78HW WATERLINE RELOCATION	0.00	126,000.00	126,000.00
July:	126,000.00				
015-026-560-6110	WATER MAINS REPLACMENT &...	BA 25-2 14 CI-WATERLINE MAINT	0.00	15,000.00	15,000.00
July:	15,000.00				
015-027-560-6390	EQUIP/PUMP	BA 25-2 14 CI-WTP PUMPER RAT ATE THRU	0.00	35,837.00	35,837.00
July:	35,837.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000329	FY 24/25 ORIGINAL BUDGET	BA 25-2 15 DIA TIF#3	9/17/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
020-000-375-0602	TIF#3-19 TUBACEX TAX REFND ...	BA 25-2 15 DIA TIF#3	0.00	-269,361.00	-269,361.00
July:	-269,361.00				

Budget Adjustment Register

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020-000-375-0602	TIF#3-19 TUBACEX TAX REFND ...	BA 25-2 15 DIA TIF#3	0.00	-37,601.00	-37,601.00
July:	-37,601.00				
020-000-375-0602	TIF#3-19 TUBACEX TAX REFND ...	BA 25-2 15 DIA TIF#3 CK#0003	0.00	-31,176.62	-31,176.62
September:	-31,176.62				
020-000-375-0605	TIF#3-DIA 1% TAX REFND REV	BA 25-2 15 DIA TIF#3	0.00	-2,721.00	-2,721.00
July:	-2,721.00				
020-000-375-0605	TIF#3-DIA 1% TAX REFND REV	BA 25-2 15 DIA TIF#3	0.00	-380.00	-380.00
July:	-380.00				
020-000-375-0605	TIF#3-DIA 1% TAX REFND REV	BA 25-2 15 DIA TIF#3 CK#003	0.00	-314.92	-314.92
September:	-314.92				
020-067-530-3502	TIF#3 19 TUBACEX REIMB PYM...	BA 25-2 15 DIA TIF#3	0.00	269,361.00	269,361.00
July:	269,361.00				
020-067-530-3502	TIF#3 19 TUBACEX REIMB PYM...	BA 25-2 15 DIA TIF#3	0.00	37,601.00	37,601.00
July:	37,601.00				
020-067-530-3502	TIF#3 19 TUBACEX REIMB PYM...	BA 25-2 15 DIA TIF#3	0.00	31,176.62	31,176.62
September:	31,176.62				
020-067-570-7400	CONTINGENCY RESERVE	BA 25-2 15 DIA TIF#3	0.00	2,721.00	2,721.00
July:	2,721.00				
020-067-570-7400	CONTINGENCY RESERVE	BA 25-2 15 DIA TIF#3	0.00	380.00	380.00
July:	380.00				
020-067-570-7400	CONTINGENCY RESERVE	BA 25-2 15 DIA TIF#3	0.00	314.92	314.92
September:	314.92				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000330	FY 24/25 ORIGINAL BUDGET	BA 25-2 16 DCFA ADJ GL PRORATED AUDIT FEES	9/17/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
215-071-520-2130	PRORATED AUDIT FEES	BA 25-2 16 DCFA ADJ GL PRORATED AUDIT FEES	7,770.00	-7,770.00	0.00
July:	-7,770.00				
215-078-520-2130	PRORATED AUDIT FEES	BA 25-2 16 DCFA ADJ GL PRORATED AUDIT FEES	0.00	7,770.00	7,770.00
July:	7,770.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000331	FY 24/25 ORIGINAL BUDGET	BA 25-2 17 DWRF LIBRARY PENDLETON TRUST REV	9/17/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
350-000-363-1000	PENDLETON TRUST	BA 25-2 17 DWRF LIBRARY PENDLETON TRUST...	0.00	-9,970.00	-9,970.00
July:	-9,970.00				
350-000-363-1000	PENDLETON TRUST	BA 25-2 17 DWRF LIBRARY PENDLETON TRUST ...	0.00	-1,606.00	-1,606.00
July:	-1,606.00				
350-000-363-1000	PENDLETON TRUST	BA 25-2 17 DWRF LIBRARY PENDLETON TRUST ...	0.00	-68.00	-68.00
July:	-68.00				
350-000-363-1000	PENDLETON TRUST	BA 25-2 17 DWRF LIBRARY PENDLETON TAX RE...	0.00	-38.00	-38.00
September:	-38.00				
350-015-550-5605	PENDLETON TRUST MAINT/PR...	BA 25-2 17 DWRF LIBRARY PENDLETON TRUST ...	0.00	11,682.00	11,682.00
July:	11,682.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000332	FY 24/25 ORIGINAL BUDGET	BA 25-2 18 REAPPROPRIATE DMSC PROJECTS	9/17/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
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Budget Adjustment Register

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[500-000-364-2150](#)

TRSF FROM DCFA FUND

BA 25-2 18 REAPPROPRIATE DMSC PROJECTS

-400,000.00

400,000.00

0.00

July: 400,000.00

[500-011-560-6404](#)

CAPITAL IMPRV. ITEM

BA 25-2 18 REAPPROPRIATE DMSC PROJECTS

400,000.00

-400,000.00

0.00

July: -400,000.00

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
25	FY 24/25 ORIGINAL BUDGET	001-000-301-1000	BEGINNING UNENCUMBERED	-2,500,000.00	-71,015.00	-2,571,015.00
		001-000-361-4000	MISC. REVENUE	0.00	-53,803.00	-53,803.00
		001-000-361-5608	DONATIONS TO FIRE DEPARTMENT	0.00	-225.00	-225.00
		001-000-362-3605	ODL GRANT REV FOR LIBRARY	0.00	-4,044.00	-4,044.00
		001-005-510-1100	SALARIES AND WAGES	3,689,116.27	140,000.00	3,829,116.27
		001-005-550-5663	VEHICLE MAINTENANCE	90,000.00	10,471.00	100,471.00
		001-008-550-5051	OFFICE SUPPLIES	6,807.00	225.00	7,032.00
		001-012-550-5509	OTHER EQUIP PARTS & MAINT	9,500.00	114.00	9,614.00
		001-014-530-3039	LEGAL PUBLICATIONS REIMB	4,000.00	552.00	4,552.00
		001-015-570-7035	ODL GRANT EXPENSE	0.00	4,044.00	4,044.00
		001-015-570-7038	OK LITERACY COALITION GRANT EX	0.00	4,000.00	4,000.00
		001-016-550-5673	SIGNAL LIGHT MAINTENANCE	175,000.00	37,030.00	212,030.00
		001-017-530-3051	CONTRACT LABOR	20,000.00	5,750.00	25,750.00
		001-018-530-3031	PHONE & TELECOMMUNICATION	25,547.00	-5,000.00	20,547.00
		001-018-530-3033	UTILITIES	11,500.00	-10,000.00	1,500.00
		001-018-530-3051	CONTRACT LABOR	70,000.00	-70,000.00	0.00
		001-018-550-5509	EQUIP MAINT & PARTS	22,000.00	-15,000.00	7,000.00
		001-018-550-5570	NEW SIREN MAINT	25,000.00	-10,000.00	15,000.00
		001-018-550-5658	BUILDING AND MAINTENANCE	16,500.00	-10,000.00	6,500.00
		001-018-550-5663	VEHICLE MAINT	13,500.00	-10,000.00	3,500.00
		001-018-570-7200	TRAINING AND TRAVEL	13,800.00	-9,300.00	4,500.00
		001-019-550-5859	BUILDING REPAIR & RENOVATION	100,000.00	65,000.00	165,000.00
		001-019-570-0019	MUNICIPAL CODE UPDATE	2,000.00	3,355.00	5,355.00
		001-019-599-0030	TRSF TO INSURANCE CASH FUND	171,086.00	-2,154.00	168,932.00
		015-000-301-1000	BEGINNING UNENCUMBERED	-369,298.00	-126,000.00	-495,298.00
		015-000-361-4000	MISC. REVENUE	0.00	-36,967.00	-36,967.00
		015-000-364-3300	EQUIPMENT FINANCING	0.00	-465,000.00	-465,000.00
		015-000-364-4050	TRSF FROM UTILITY AUTHORITY	-1,855,897.00	-15,000.00	-1,870,897.00
		015-005-550-5825	IN-CAR/BODY CAMERAS	0.00	1,130.00	1,130.00
		015-008-560-6320	FD TRUCK/VEHICLE PURCHASE	200,000.00	465,000.00	665,000.00
		015-009-560-5657	GENERAL PARK IMPROVEMENTS	475,000.00	-400,000.00	75,000.00
		015-019-570-7800	FUND RESERVE	58,898.00	400,000.00	458,898.00
		015-026-520-2103	PROFESSIONAL SERVICES	0.00	126,000.00	126,000.00
		015-026-560-6110	WATER MAINS REPLACMENT & EX...	0.00	15,000.00	15,000.00
		015-027-560-6390	EQUIP/PUMP	0.00	35,837.00	35,837.00
		020-000-375-0602	TIF#3-19 TUBACEX TAX REFND REV	0.00	-338,138.62	-338,138.62
		020-000-375-0605	TIF#3-DIA 1% TAX REFND REV	0.00	-3,415.92	-3,415.92
		020-067-530-3502	TIF#3 19 TUBACEX REIMB PYMNT	0.00	338,138.62	338,138.62
		020-067-570-7400	CONTINGENCY RESERVE	0.00	3,415.92	3,415.92
		215-071-520-2130	PRORATED AUDIT FEES	7,770.00	-7,770.00	0.00
		215-078-520-2130	PRORATED AUDIT FEES	0.00	7,770.00	7,770.00
		350-000-363-1000	PENDLETON TRUST	0.00	-11,682.00	-11,682.00
		350-015-550-5605	PENDLETON TRUST MAINT/PROJ.	0.00	11,682.00	11,682.00
		500-000-364-2150	TRSF FROM DCFA FUND	-400,000.00	400,000.00	0.00
		500-011-560-6404	CAPITAL IMPRV. ITEM	400,000.00	-400,000.00	0.00
25 Total:				481,829.27	0.00	481,829.27
Grand Total:				481,829.27	0.00	481,829.27

Fund Summary

Fund	Before	Adjustment	After
Budget Code:25 - FY 24/25 ORIGINAL BUDGET Fiscal: 2024-2025			
001	1,965,356.27	0.00	1,965,356.27
015	-1,491,297.00	0.00	-1,491,297.00
020	0.00	0.00	0.00
215	7,770.00	0.00	7,770.00
350	0.00	0.00	0.00
500	0.00	0.00	0.00
Budget Code 25 Total:	481,829.27	0.00	481,829.27
Grand Total:	481,829.27	0.00	481,829.27



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Mayoral Appointment of Lauran Fuller to the Library Advisory Board

Council Information / Action Requested

Approval of Mayoral Appointment of Lauran Fuller to the Library Advisory Board

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From: Joe Clark, Interim Police Chief
Re: Consider Approval of Contract for Housing and Care of Municipal Prisoners (C-2024-47)

The per day fee is unchanged from the 2023 contract.

Council Information / Action Requested

Approval of Contract for Housing and Care of Municipal Prisoners (C-2024-47)

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From:
Re: Information Items

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: July 2024 Financial Reports and August 2024 Sales Tax Report

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

1. July 2024 015-CI Rev and Expenses
2. July 2024 001- General Fund Rev and Expenses
3. July 2024 405-DCUA Rev and Expenses
4. August 24 Sales Tax Breakdown
5. August 24 1% Sales Tax Monthly Average
6. August 24 1% Sales Tax 10-Year Spreadsheet

City of Durant, Oklahoma
Capital Improvements Fund - UNAUDITED

Monthly Revenue and Expense Report
JULY 31, 2024

Revenue Type:	This Period	Year-To-Date	Current FY23/24 Budget
Interest Earnings	1,502	1,502	-
Miscellaneous	-	-	-
CCPF Donation	-	-	-
FAA Grant	-	-	-
ODOT Streetscape V Grant	-	-	-
Private Donation	-	-	-
Homeland Security Grant	-	-	-
OPJ-BVP Bullet Proof Vest	-	-	-
2021 ARPA Grant	-	-	-
OWBR Loan Proceeds	-	-	-
Grant-2019 BOR-WEEG	-	-	-
Grant-2018 BOR-SWEP	-	-	-
OEM/911 MNGMNT AUTH GRANT	-	-	-
DOT REIMB. 78S UTILITY RE	-	-	-
EDA 08-01-05284 WWTP IMP 69%	-	-	-
County Fire Tax Fund	-	-	-
Sub-Total Revenues	1,502	1,502	-
TRSF From General Fund	-	-	-
TRSF From 1% S.T. Rev. Fund	210,492	210,492	2,460,102
TRSF From Airport Authority	25,500	25,500	25,500
Transfer from DCFA Fund-MISC	-	-	-
Transfer from Utility Authority	154,658	154,658	1,855,897
REIMB FROM CDBG	-	-	-
TRSF FR DCUASF 12-STRN 210	-	-	-
Transfer from UA 2020 STRN 210-052	-	-	-
Transfer from 2020 CWSRF 210-053	-	-	-
Transfer from 2023 CWSRF 210-058	-	-	-
Equipment Financing	-	-	-
TRSF From DCFA Fund-Misc	-	-	-
Sub-Total Transfers In	390,650	390,650	4,341,499
Balance Forward from FY20 (Unaudited)			369,298
Total Revenue & Other Financing Sources	392,152	392,152	4,710,797

Expenditure Type:	This Period	Year-To-Date	Current FY23/24 Budget
Law Enforcement - Police Dept	-	-	172,000
Animal Control Facility	-	-	351,000
Neighborhood Services	-	-	-
Communication Ctr.	-	-	20,000
Fire Dept	-	-	260,000
Parks, Rec, & Gen Services	-	-	505,000
Pool	-	-	365,000
Community Development	-	-	-
Street	-	-	640,000
Economic Development	-	-	-
Civil Emergency Management	1,190	1,190	12,000
General Government	46,746	46,746	644,997
Information Technology	-	-	-
City Garage	-	-	140,000
Senior Citizens Center	-	-	50,000
Public Works Administration	-	-	120,000
Water / Sewer Line Maintenance	42,306	42,306	298,000
Water Treatment Plant	41,538	41,538	35,000
Wastewater Treatment Plant	-	-	64,000
Collection-Solid Waste	-	-	120,000
Lake Durant	-	-	395,000
Disposal- Solid Waste	-	-	493,300
Eaker Field Airport	-	-	25,500
Sub-Total Expenditures	131,780	131,780	4,710,797
Sub-total of Transfer Expenses	-	-	-
Total Expenses	131,780	131,780	4,710,797
2020U.S.S.T.R.N. Exp.	-	-	-
2020 CWSRF OWRB EXP.	7,356	7,356	-
2023 CWSRF WWTP IMPV.2 EXO	-	-	-
Total Fund Expenditures	139,137	139,137	4,710,797
Net Gain / (Loss) - Excluding Balance Forward	253,015	253,015	-

City of Durant, Oklahoma
General Fund - UNAUDITED

Monthly Revenue and Expense Report
JULY 2024 - 8.33% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY23/24 Budget	% of Budget Y-T-D
Sales Tax (2%)	830,653	830,653	9,836,254	8.44%
Use Tax	261,554	261,554	2,342,412	11.17%
Alcoholic Beverage Tax	18,063	18,063	215,500	8.38%
Tobacco Excise Tax	10,033	10,033	150,000	6.69%
Telephone Franchise Tax	8,543	8,543	25,000	34.17%
Electric Service Franchise Tax	101,921	101,921	1,500,000	6.79%
Natural Gas Franchise Tax	3,887	3,887	400,000	0.97%
Cable TV Service Franchise Tax	-	-	70,000	0.00%
Vehicle Tax	13,903	13,903	135,000	10.30%
Gasoline Excise Tax	3,153	3,153	35,000	9.01%
Licenses - All Types	5,500	5,500	25,000	22.00%
Permits - All Types	48,771	48,771	347,500	14.03%
Swimming Pool Revenues	21,912	21,912	66,000	33.20%
Library Café Revenues	321	321	3,000	10.71%
Parks & Rec. Facility Rent Rev	-	-	400	0.00%
Charges For Services	13,369	13,369	47,500	28.14%
Police Bonds & Fines	65,994	65,994	570,000	11.58%
Interest Earnings	14,621	14,621	120,000	12.18%
Grant Revenues	19,582	19,582	61,988	31.59%
Miscellaneous Revenues	49,124	49,124	68,655	71.55%
Sub-Total Revenues	1,490,906	1,490,906	16,019,209	9.31%
Transfer from Emp Insurance	-	-	375,000	%
Transfer from Utility Authority	122,138	122,138	1,465,650	8.33%
	122,138	122,138	1,840,650	6.64%
USE OF FUND BALANCE		0	2,500,000	
Total Revenues & Other Financing Sources	1,613,043	1,613,043	20,359,859	7.92%
Department:	This Period	Year-To-Date	Current FY23/24 Budget	% of Budget Y-T-D
City Administration	55,867	55,867	1,019,440	5.48%
City Clerk	9,171	9,171	118,646	7.73%
City Treasurer	35,569	35,569	483,756	7.35%
Legal Services - Attorney	-	-	136,000	0.00%
Law Enforcement - Police Dept	425,332	425,332	6,132,543	6.94%
Animal Control	9,341	9,341	209,815	4.45%
Fire Dept	293,209	293,209	4,523,360	6.48%
Parks, Rec & General Services	73,449	73,449	990,425	7.42%
Swimming Pool	47,208	47,208	320,812	14.72%
Municipal Court	50,977	50,977	178,839	28.50%
Community Development	45,464	45,464	705,628	6.44%
Public Library	50,579	50,579	734,689	6.88%
Street Department	89,021	89,021	1,654,753	5.38%
Economic Development	10,007	10,007	249,691	4.01%
Civil Emergency Management	35,079	35,079	556,982	6.30%
General Government	64,983	64,983	979,001	6.64%
City Garage	30,094	30,094	373,712	8.05%
Senior Citizens Center	6,560	6,560	105,968	6.19%
Sub-Total Operating Expenditures	1,331,910	1,331,910	19,474,060	6.84%
Other Financing Uses:				
P. TRSF to I.T. service Fund	27,893	27,893	334,714	
Transfer to Insurance Cash Fund	168,932	168,932	171,086	98.74%
Transfer to 911 Tax Fund	8,333	8,333	100,000	8.33%
Transfer to DMSC Fund	15,000	15,000	180,000	8.33%
Transfer to Cemetery Operations Fund	8,333	8,333	100,000	8.33%
Sub-Total Transfers Out	228,491	228,491	885,800	25.79%
Total Expenditures & Other Financing Sources	1,560,402	1,560,402	20,359,860	7.66%
Net Gain / (Loss) - Excluding Balance Forward	52,641	52,641	(0)	

City of Durant, Oklahoma
Durant City Utilities Authority Fund 405 - Unaudited

Monthly Revenue and Expense Report
JULY 2024 - 8.33% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY 23/24 Budget
Licenses and Permits	897	897	10,000
Laboratory Test Performed	1,872	1,872	20,000
Water Service - City-Wide	304,525	304,525	4,000,000
Water Sales - RW Dist. #2	3,034	3,034	37,000
Water Sales - RW Dist. #5	101,260	101,260	1,250,000
Sewer Service Fees	260,677	260,677	3,500,000
Sewer Excessive Strength Fees	20,292	20,292	16,800
Sanitation Service Fees	301,566	301,566	4,000,000
Sanitation - Roll off Bins Revenue	51,786	51,786	772,000
Sanitation - Compactor Revenue	43,557	43,557	600,000
Landfill Gate Fees (excluding Xfer ST.)	-	-	101,500
Transfer Station Fees Revenue	23,491	23,491	150,000
Interest Earnings	1,513	1,513	60,000
Agri. Lease Revenue	-	-	4,500
Late Payment Penalties	10,158	10,158	100,000
Non Payment Fee	11,697	11,697	120,000
Bad Debt Collect Fees Revenue	203	203	5,000
Water Tower Lease	6,830	6,830	90,000
DCUA Service Initiation Fee	3,120	3,120	30,000
Tap Fees: Water & Sewer	450	450	200,000
Recyclable Products SW Dis.	-	-	10,000
Interest Earnings in 2007 USSTRN Proj. Acct.	317	317	1,800
Miscellaneous Revenues	396	396	-
2020 Airport Tank Principal Pymt	21,464	21,464	21,464
2020 Airport Tank Interest Pymt	615	615	615
2020 LED Proj. Principal FM GF	-	-	-
2020 LED Proj. Interest FM GF	-	-	-
Trans from emp insurance 005	-	-	240,000
Trans from General Fund	-	-	-
Sub-Total Operating Revenues	1,169,718	1,169,718	15,340,679
USE OF FUND BALANCE			-
Total Revenues & Other Financing Sources	1,169,718	1,169,718	15,340,679

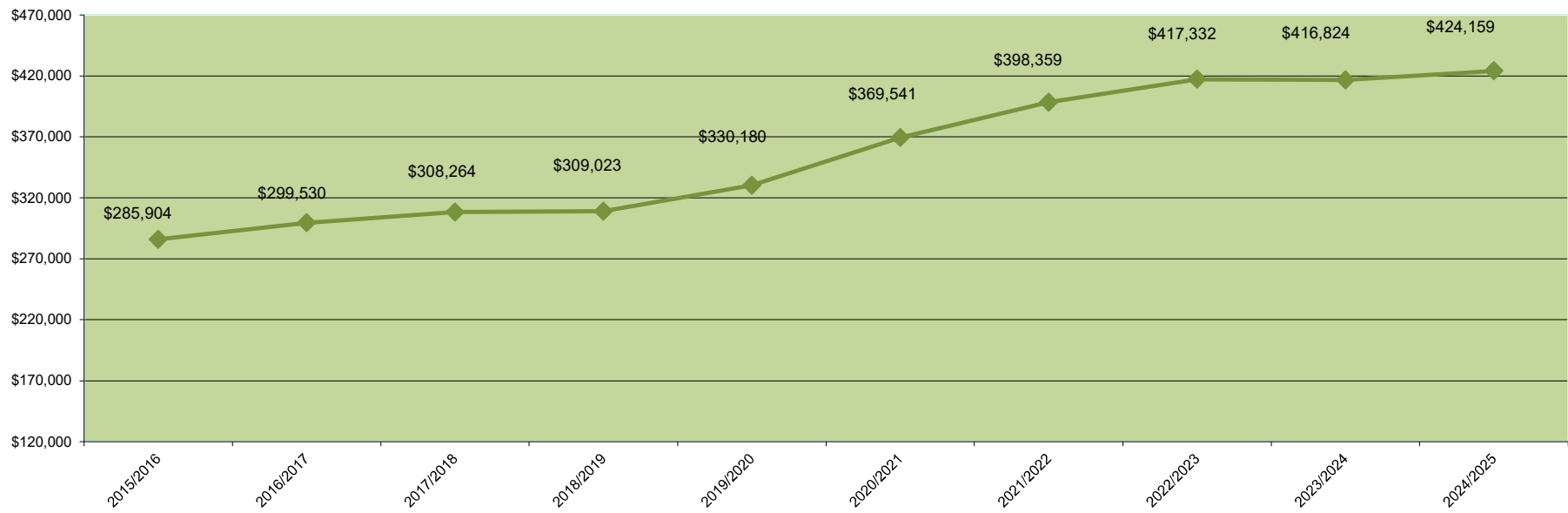
Expense Type:	This Period	Year-To-Date	Current FY 23/24 Budget
Public Works Administration	21,251	21,251	498,084
Utility Billing	46,553	46,553	710,177
Water/Sewer Line Maintenance	78,240	78,240	1,500,688
Water Treatment Plant	100,428	100,428	1,645,590
Wastewater Treatment Plant	84,427	84,427	1,268,393
Solid Waste - Collections	93,777	93,777	1,403,074
Utility General Administration	1,368	1,368	2,550,902
Lake Durant	4,940	4,940	51,300
Solid Waste - Disposals	144,504	144,504	1,900,393
Sub-Total Operating Expenses	575,486	575,486	11,528,600
Transfer to Insurance Cash Fund	255,522	255,522	255,522
Transfer to General Fund	122,138	122,138	1,465,650
Transfer to Capital Improvement Fund	154,658	154,658	1,855,897
Transfer to DMSC Fund 500	-	-	-
Transfer to Airport Authority	12,943	12,943	155,312
Transfer to DCUA Sinking Fund	6,642	6,642	79,698
Sub-Total Transfer Expenses	551,902	551,902	3,812,079
Reserve - Contingency			-
DCUA Fund Expense & Transfer Totals:	551,902	551,902	3,812,079
Total Fund Expenses & Transfers	1,127,388	1,127,388	15,340,679
Net Gain / (Loss) - Excluding Balance Forward	42,330	42,330	-

City of Durant, Oklahoma
4.375% Sales Tax Revenue Breakdown

Current Month Sales Tax Revenue Detail	
1% Capital Improvements - for Debt Services/Payment	\$432,991.48
2% General Operations-For General Operation	\$865,982.97
1/4% Economic Development- Fund 110 for Indurstry Improv	\$108,247.87
1/4% Multi-Sports Facilities -For DMSC	\$108,247.87
1/4% SOSU Improvements-For SOSU Football Field & Aren	\$108,247.87
5/8% DISD Improvements - for High School	\$270,619.68
Total Sales Tax Rev. Aug 2024, 4-3/8%	\$1,894,337.74

\$595,363.29

**City of Durant, Oklahoma
1% Sales Tax - Monthly Average
Ten-Year History**



City of Durant, Oklahoma Ten-Year History Report - 1% Sales Tax Revenue

	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	% Change	Single Month Period
July	\$285,723	\$282,117	\$313,058	\$329,525	331,058	376,455	411,465	429,866	428,333	415,327	-3.03%	June / July
August	\$301,211	\$314,889	\$329,217	\$323,680	343,378	371,268	405,522	436,588	445,870	432,991	-2.95%	July / Aug.
September	\$310,412	\$292,744	\$298,291	\$309,656	340,005	375,103	396,622	406,801	426,408		4.82%	Aug. / Sept.
October	\$292,477	\$295,814	\$313,960	\$305,445	329,146	359,331	394,840	423,692	440,473		3.96%	Sept. / Oct.
November	\$263,753	\$305,225	\$317,104	\$292,323	322,363	360,649	383,784	417,467	415,755		-0.41%	Oct. / Nov.
December	\$280,961	\$282,558	\$287,917	\$302,025	336,928	342,145	389,101	411,863	415,785		0.95%	Nov. / Dec.
January	\$303,941	\$316,625	\$319,265	\$319,947	331,582	348,969	399,365	411,980	417,692		1.39%	Dec. / Jan.
February	\$282,081	\$304,006	\$314,369	\$300,025	340,113	351,684	430,326	422,394	419,238		-0.75%	Jan. / Feb.
March	\$255,710	\$278,891	\$281,267	\$275,318	295,098	347,403	350,947	381,905	377,515		-1.15%	Feb. / March
April	\$290,669	\$305,276	\$313,062	\$299,350	328,110	333,643	403,097	406,036	380,313		-6.34%	March / Aprl.
May	\$286,450	\$317,742	\$325,558	\$332,701	331,431	439,672	411,741	446,047	434,804		-2.52%	Aprl. / May
June	\$277,462	\$298,475	\$286,097	\$318,281	\$332,952	\$428,168	\$403,495	\$413,350	\$399,706		-3.30%	May / June
Total	\$3,430,849	\$3,594,364	\$3,699,166	\$3,708,275	\$3,962,165	\$4,434,490	\$4,780,305	\$5,007,988	\$5,001,890	\$848,318		8,868,979.72
FY Monthly Average	\$285,904	\$299,530	\$308,264	\$309,023	\$330,180	\$369,541	\$398,359	\$417,332	\$416,824	\$424,159		
% change from prior yr.	1.57%	4.77%	2.92%	0.25%	6.85%	11.92%	7.80%	4.76%	-0.12%	-0.79%		
\$ change from prior yr.	\$52,906	\$163,515	\$104,802	\$9,109	\$253,889	391,781	345,815	227,683	(6,098)	(39,731)		

Current Month Sales Tax Revenue Deta	
1/4% Economic Development (eff)	\$108,247.87
1/4% Multi-Sports Facilities (effec	\$108,247.87
1/4% SOSU Improvements (effecti	\$108,247.87
1% Capital Improvements (effectiv	\$432,991.48
2% General Operations	\$865,982.97
5/8% DISD Improvements (effecti	\$270,619.68
Total Sales Tax Rev. Aug. 2024 @	\$1,894,337.74
* Per Ordinance #1589, Durant City Sales Tax Rate Increased from 3.75% to 4-3/8% (4.375%)	

Use Tax		DISD Monthly
\$39,240.79	\$309,860.47	

1% Sales Tax - Current Annual Growth		
Previous 12 - Month Period	Current 12 - Month Period	% Change
\$5,015,736	\$4,976,005	-0.79%



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From:
Re: Administration

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From: Brandi Nelson, HR Manager
Re: Discussion, Consideration, and Possible Action on Acceptance of a Proposal for Renewal of Excess Workers Compensation Insurance with Arch Insurance Company.

To ensure no gaps in coverage between the City of Durant's self-funded workers' compensation plan and potential catastrophic claims, Human Resources requested Insurica obtain a renewal proposal for our excess insurance coverage through Arch Insurance.

The renewed policy will continue to cover up to:

- \$1,000,000 Bodily Injury by Accident (each accident)
- \$1,000,000 Bodily Injury by Disease (policy limit)
- \$1,000,000 Bodily Injury By Disease (each employee)

The renewed policy will provide additional coverage once the City has paid the required \$750,000 per eligible claim, and coverage will remain for the life of the claim (or until it meets the \$1,000,000 limit). The proposed premium is \$162,870.00 (page 16).

These funds were accounted for in the FY 24/25 budget.

Council Information / Action Requested

Acceptance of a Proposal for Renewal of Excess Workers Compensation Insurance with Arch Insurance Company in the amount of \$162,870.00.

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

ATTACHMENTS:

1. 24-25 EXCW Final Proposal EFF 10.15.24
2. 24-25 EXCW Renewal EFF 10.15.24 - AMWINS - Review Application



INSURANCE PROPOSAL 2024/2025

THE CITY OF DURANT

Presented on: August 27, 2024

Presented by: **Glen Tolentino**

SERVICE TEAM

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5100 N. Classen Blvd, #300

Oklahoma City, OK 73118

INSURICA.com

INSURICA ■

This presentation is designed to provide an overview and summary of the insurance coverages prepared for your review. This proposal is meant to facilitate a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies in place or presented within. This proposal does not alter or amend the insurance contracts. Please refer to the actual policies for details on coverages, conditions and exclusions that will govern in the event of a loss.

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EXECUTIVE OVERVIEW

INSURICA is an independent insurance agency that specializes in core industries and business disciplines. Our unique structure provides INSURICA customers with unparalleled access to the best coverage and risk management expertise available, all delivered through a local agent relationship.

INDUSTRY SPECIALIZATIONS

Our industry-specific knowledge and in-depth experience gives us valuable insight into the unique and often challenging needs of the following key industries:

- | | |
|-----------------|------------------|
| ◆ Agriculture | ◆ Hospitality |
| ◆ Construction | ◆ Manufacturing |
| ◆ Education | ◆ Ministries |
| ◆ Energy | ◆ Not-For-Profit |
| ◆ Environmental | ◆ Staffing |
| ◆ Financial | ◆ Technology |
| ◆ Healthcare | ◆ Transportation |

OUR APPROACH

Our approach is not about selling an individual policy, but rather understanding our clients' entire business structure and developing a comprehensive insurance management plan. With an in-depth understanding of our clients' business operations, we uncover unseen risks and opportunities that can dramatically lower exposure and costs.

OUR FUTURE

Placing over \$1 billion in annual premiums, family-owned INSURICA is among the 40 largest insurance brokers in the United States. INSURICA employs over 600 colleagues in offices located throughout Oklahoma, Texas, Arkansas, Colorado, Arizona, and California. Guided by our Core Values of Integrity, Innovation, and Purpose, we are committed to expanding our services and footprint with partners who bring additional value and expertise to our clients and agency.

INSURICA 24/7 OVERVIEW

INSURICA strives to embrace technology that drives efficiency and is a resource to our partners.

INSURICA 24/7 is a client portal that enables you to access insurance information, view documents, and print your own Certificates of Insurance or auto ID cards online or via the INSURICA 24/7 Mobile App.

With access to your information where and when you need it, you can focus on your business rather than your insurance.

ON-DEMAND ACCESS TO YOUR INFORMATION



SIMPLY LOGIN TO:

- ✓ Pay using an electronic check or credit card
- ✓ Download certificates and auto ID cards.
- ✓ Access insurance documents including policies, endorsements, bonds, and risk control documents.
- ✓ View Team contact information
- ✓ Request changes to such as add/delete drivers and autos.



WHY CHOOSE US:

- ✓ 24/7 access to your account
- ✓ Access to your policy information for review
- ✓ The ability to report a claim or loss any time



REACH US ANY TIME:

- ✓ Standard business hours in our office
- ✓ Access online anytime
- ✓ 24/7 account access via the INSURICA 24/7 Mobile App

At INSURICA, we “*Specialize in You*”, so you can specialize in what you do best.



Claims Management Services

WE'RE HERE TO SERVE YOU

At INSURICA, we pride ourselves on dedicated, reliable and effective claims handling. Our goal is to assist each of our customers in their time of need. We're here when you need us most!

Our hands-on approach promotes prompt reporting, early intervention, aggressive investigation and timely settlements. We do this by:

- **Reviewing** claims for proper coverage
- **Assisting** clients with policy information and interpretation
- **Facilitating** investigative meetings between carrier and client
- **Reviewing** individual claims with clients

A quick call or email to the Claim Department enables us to react swiftly to minor incidents while routing more complicated cases to our specialized Claim Consultants. We'll ensure your claims are processed efficiently and correctly while helping you reduce your total cost of risk.

WAYS TO REPORT A CLAIM



Call our Claim Department at 844-556-3208



Email our Claim Department at claims@INSURICA.com



Log in to the INSURICA 24/7 app

*Informing us of incidents, accidents, and potential claims as soon as possible is key, so we can better serve you.

Contact us today to learn more about how we can help manage your loss.

[INSURICA.com/claims](https://www.INSURICA.com/claims)

COVERAGES TO CONSIDER

ITEMS TO DISCUSS

Please respond or comment to the following points and/or questions:

- ◆ Higher limits and/or additional coverages required or desired (i.e. Flood, Earthquake, Pollution, Professional Liability)
- ◆ ADD/REMOVE items to review here.

ADDITIONAL COVERAGES TO CONSIDER

ACTIVE ASSAILANT

The current unendorsed commercial general liability policy does not confirm nor deny coverage, leaving coverage determination to the courts in the event of the claim. A business owner should consider active assailant coverage as it not only defines the gray area of a commercial general liability policy but can also be written to include onsite active shooter and security vulnerability assessment, as well as preparedness seminars and training modules, and post-event crisis management services.

BUSINESS INCOME/EXTRA EXPENSE

If your business suffered a covered cause of loss that caused a slowdown or suspension of operations, would you be able to sustain? Business income coverage is available to cover loss of income in the event that business is diminished due to a covered cause of loss to the insured premise, such as a fire or a natural disaster. This type of insurance also covers operating expenses, a move to a temporary location if necessary, payroll, taxes, and loan payments.

BUSINESS INCOME ON EQUIPMENT

Most frequently you will find this coverage related to your property coverages. However, you can purchase business income coverage on equipment particularly specialized, high-value, equipment used in manufacturing or construction processes. This covers loss of income suffered when damage to your equipment by a covered cause of loss causes a slowdown or suspension of its operations.

COMMERCIAL CRIME COVERAGE

Don't let the actions of dishonest individuals put your business at financial risk. Crime coverage forms are available to protect against losses of money, securities and property by such claims of loss as employee dishonesty, forgery, theft, burglary, robbery, kidnap, extortion and fraud. ERISA coverage can also be obtained on a crime policy.

CONTRACTORS PROFESSIONAL LIABILITY

Today many contractors provide in-house design work, engineering evaluations, and shop drawings. This can open you to design liability and construction errors you could be held liable. Construction managers are also exposed to professional liability claims. General Liability usually exclude any construction errors or omission claims. A Contractors Professional Liability policy provides coverage for errors made by the contractor and third-parties hired by the contractor. Often this coverage can be coupled with Contractors Pollution Liability on a package type policy.

CYBER LIABILITY

Neither a Property, General Liability, or Business Interruption policy will respond to outages caused by computer viruses or hackers. In addition, 47 U.S. states have mandatory requirements for data breach notification, as well as fines and penalties for not reporting the breach. Many Carriers offer policies that can cover regulatory fines or penalties you might incur because of a data breach.

A cyber-attack can result in costly first-party expenses required to comply with regulatory requirements and out-of-pocket legal expenses incurred to navigate the process.

Many data breaches occur because of an employee error or an "inside job" from rogue employees. A large portion of security breaches occur because of your employee actions. Also, keep in mind that a data breach can occur from paper records as well.

Cyber liability coverage pricing can be quite cost effective and easy to procure. Keep in mind that without this coverage, in the event of a cyber-attack you will be liable for first-party expenses including hiring forensic IT experts, notification of customers, providing annual credit monitoring, lawyer expenses, and any applicable state or federal fines or penalties.

DIRECTORS AND OFFICERS COVERAGE

As a director or officer of any company, public or private, not-for-profit and educational institutions, you can be held personally liable for your management actions. In effect, the policy functions as "management errors and omissions liability insurance," covering claims resulting from managerial decisions that have adverse financial consequences. Directors and Officers Liability Insurance provides coverage for allegations of mismanagement and/or breach of fiduciary duty or loyalty.

EARTHQUAKE

Coverage can be added on Property, Equipment, Installation Floater/Builders Risk policies. Depending on the property locations, the premiums can be insignificant compared to the coverage.

EMPLOYMENT PRACTICES LIABILITY COVERAGE

Employment Practices Liability claims arise from the following broad categories: Discrimination, Wrongful Termination, Sexual Harassment, Retaliation, Workplace Torts (e.g. invasion of privacy and defamation), and Defense for Wage and Hour claims. Coverage under this policy is available for legal costs to defend claims including legal liability for such acts. The coverage is rated on the number of employees and review of your employee handbook. Inclusion of a discrimination and harassment policy is usually required to be incorporated if not in the employee handbook.

EQUIPMENT BREAKDOWN COVERAGE

Equipment breakdown (formerly called "boiler and machinery") insurance covers many types of equipment. Most equipment now contains sensitive and fragile technology that can be easily damaged. More equipment is mission critical so breakdowns bring operations - and income - to a halt. Increased system complexity and interdependency mean a breakdown elsewhere can impact you, yet standard property insurance excludes the risks unique to equipment. Coverage can be endorsed onto many property policies or purchased stand-alone.

FIDUCIARY LIABILITY

The responsibility on trustees, employers, fiduciaries, professional administrators, and the plan itself with respect to errors and omissions in the administration of employee benefit programs as imposed by the Employee Retirement Income Security Act (ERISA).

FLOOD

Flooding is the most common of all natural hazards. On average, flooding causes more than \$2 billion in damage to property each year. Standard commercial property policies do not provide coverage for damage caused by flooding. Depending on the property locations, Flood can be obtained on a standard property policy or coverage secured through the National Flood Insurance Program (NFIP).

HIGHER UMBRELLA LIMITS

While there is no definitive answer to the question about how much umbrella or excess coverage a business entity should carry, there is some analysis you can do as a business owner to try to determine what is an adequate limit. Companies can begin their analysis by using the net worth of their company as a guideline. As an example, the more you have, the more you should carry. Benchmarking data for limits carried by other similar in class and size can also be provided.

INCREASED ORDINANCE OR LAW COVERAGE

Coverage for loss caused by enforcement of ordinances or laws regulating construction and repair of damaged buildings. Older structures that are damaged may need upgraded electrical; heating, ventilating, and air-conditioning (HVAC); and plumbing units based on city codes. There are three types of ordinance and law coverages that are normally excluded in

standard property coverage forms. The coverages available by endorsement are cost to demolish the undamaged portion of the building, cost to replace with superior construction as required by law, and cost to clear the land of debris after demolition.

INTERNATIONAL TRAVEL ACCIDENT INSURANCE

If you or any of your employees travel internationally, consider this coverage. The policy provides coverage for accidental death and dismemberment or other life-changing incidents that may be excluded by other policies. Travel accident insurance plans are designed to fill coverage gaps in standard life and disability insurance and provide high limit coverage or coverage for specific risks that many disability policies do not cover. Benefits vary and are paid depending on the severity of the incident, helping alleviate some of the financial stress that may result from serious illnesses, injuries, or death.

POLLUTION LIABILITY

Pollution Liability is limited or excluded on the standard Commercial General Liability, Business Auto, Property, Inland Marine, Directors & Officers, Excess/Umbrella and an array of other policies. Because of this many insureds purchase Pollution Liability insurance to help protect assets from unforeseen environmental exposures that could impact earnings; protect against natural catastrophes beyond the standard property exposures; facilitate property transactions and financing; assist in mergers and acquisitions, separating the unknown environmental risk from the business risk.

TYPES OF POLLUTION LIABILITY INCLUDE:

- ◆ Contractor's pollution liability (CPL) insurance can provide protection against the environmental liabilities left uncovered by standard commercial general liability with restrictive pollution exclusions. CPL aids to minimize loss when sudden or gradual pollution conditions are created through covered operations and addresses third-party coverage for bodily injury, property damage, defense, and cleanup as a result of sudden and gradual pollution incidents arising from contracting operations of or on behalf of the contractor.
- ◆ Site Pollution Liability. Most businesses have pollution exposures that are often considered incidental to the business's operations. Such environmental liability exposures can arise from materials storage, air emissions from heating or other processes, storm water runoff, spills during natural catastrophes, or even the possibility of unknown activities of previous site owners.
- ◆ Auto Pollution Exposures and Coverages available. Standard Business Auto policies exclude coverage for pollution events unless they result from gas, brake fluid, or other substances that are vital to the operation of the vehicle. However, pollution incidents involving other materials are excluded. Options to address this include an MCS90 Endorsement, Broadened Auto Pollution Endorsement (CA9948), and Transportation Pollution Liability (TPL). The MCS90 is a required filing of for-hire interstate operations (and certain other operations) that responds if you cause an auto pollution incident. However, the form requires that you reimburse the carrier for any payment made on your behalf. Another option is the Broadened Auto Pollution form (CA9948) that is similar to the MCS90 endorsement without the threat of the carrier seeking reimbursement. Finally, the most comprehensive is a Transportation Pollution Liability (TPL) policy which provides protection for products or materials transported, shipped, or delivered by the insured or by a carrier on the insured's behalf and can also specifically include loading and unloading.

PROFESSIONAL LIABILITY / E&O

A type of liability coverage designed to protect traditional professionals (e.g., accountants, attorneys) and quasi-professionals (e.g., real estate brokers, consultants) against liability incurred as a result of errors and omissions in performing their professional services. The vast majority of professional liability policies are written with claims-made coverage triggers. In most professional liability policies payment of defense costs reduces available limits.

SOCIAL ENGINEERING

When you or your employees receive a message that appears to be from a legitimate vendor, client, internal employee, or authorized person via email, fax, letter or even a phone call that contains a variety of misleading requests and information. This is Social Engineering Fraud. The purpose is to divert funds to the fraudster willingly including wire transfers. This important coverage can be endorsed onto many Crime or Cyber policies or purchased stand-alone. Limits start at \$50,000 and higher can be obtained.

COVERAGES TO CONSIDER CONTINUED

PLEASE CHECK BELOW IF INTERESTED IN ANY OF THE ABOVE RECOMMENDED COVERAGES:

COVERAGE TYPE	INDICATION REQUESTED
Active Assailant	
Business Income/Extra Expense	
Business Income on Equipment	
Crime Coverage	
Contractors Professional Liability	
Cyber Liability	
Directors & Officers	
Earthquake	
Employment Practices Liability	
Equipment Breakdown	
Fiduciary Liability	
Flood	
Higher Umbrella Limits	
International Travel Accident	
Ordinance & Law	
Pollution Liability	
Professional Liability	
Social Engineering	
Producer Signature	Client Signature
Dated:	Dated:

Contact your INSURICA Team for more information and coverage options on any of these coverages.

Disclaimer: Additional coverages to consider is not limited to those only on this list nor is this list all-inclusive of all coverage forms available. This list comprises of important coverages that are readily available to purchase.

NOTIFY US IF

It is important we be informed when a significant change in your operation takes place, such as any:

- ◆ Additional locations, new construction
- ◆ Changes in property values
- ◆ Change in ownership
- ◆ Sudden change in sales
- ◆ Increased or decreased hazards (i.e. type of work to be insured or new activities undertaken)
- ◆ Change in security or protection (i.e. burglar, sprinkler, fire alarm, watchguard, lighting, etc)
- ◆ Change in product lines
- ◆ New contractual obligations
- ◆ Changes in vehicles and/or drivers
- ◆ Expansion or moving of operations to a new state
- ◆ Employees hired in a new state
- ◆ Higher limits and/or additional coverages required or desired (i.e. Flood, Earthquake, Pollution, Professional Liability)
- ◆ Vacancy of building you own, operate, or occupy

CLAIMS NOTIFICATION REQUIREMENTS

Many policies include CLAIMS REPORTING OBLIGATIONS that require immediate notification, as soon as you are aware of an incident which could result in a claim. Failure to report or late reporting could result in denial of defense and/or claim payment or settlements. To avoid denial of coverage, be sure to notify us and/or the insurance carrier as soon as practicable of any occurrence or offense which may result in a claim. Additionally, the incident should be confirmed in writing. Please review policies for claim reporting provisions.

The above are examples of situations of which we should be made aware; there are many others as well.

If any questions arise, please contact us.

** Disclaimer: While this list is not inclusive, failure to notify us can affect your coverage.*

CONTACT REVIEW

INDIVIDUALS

NAME	EMAIL	PHONE	CONTACT PREFERENCE	CONTACT CLASSIFICATION
Brandi Nelson Human Resources	brandin@durant.org	(580) 931-6642	Email	

NAME	EMAIL	PHONE	CONTACT PREFERENCE
THE CITY OF DURANT	brandin@durant.org	(580) 931-6643	Email

CHANGES

It is important we be informed when a significant change in your contacts take place, such as any change in ownership, change to Named Insured(s), Primary Contacts no longer employed.

COMMON CONDITIONS

NAMED INSUREDS

City of Durant

MAILING ADDRESS

300 W EVERGREEN
Durant, OK 74701

LOCATION SCHEDULE

LOCATION	ADDRESS
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EXCESS WORKERS COMPENSATION

COMPANY
Arch Insurance Company

POLICY NUMBER
TBD - WCX006839901

POLICY TERM
10/15/2024 to 10/15/2025

COVERAGES

DESCRIPTION	LIMIT
Employers Liability: Each Accident	\$1,000,000
Employers Liability: Disease – Policy Limit	\$1,000,000
Employers Liability: Disease – Each Employee	\$1,000,000
Workers Compensation: Statutory Benefit	Included

FORMS AND ENDORSEMENTS

NUMBER	NAME
	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endt
	Losses Redefined To Include Allocated Loss Adjustment Expenses Endt
	Volunteer Coverage
	Oklahoma Amendatory Endorsement

REMARKS

Your Retained Limit: - Part One - Excess Workers Compensation Insurance and Part Two – Excess Employers Liability Insurance Combined:

■

Your Retained Limit - Each Accident: \$750,000

Your Retained Limit – Disease, Each Employee: \$750,000

Our Limit of Liability: - A. Part One - Excess Workers Compensation Insurance

Limit of Liability - Each Accident: Statutory

Limit of Liability - Disease, Each Employee: Statutory

■

B. Part Two – Excess Employers Liability Insurance

Limit of Liability - Each Accident: \$1,000,000

Limit of Liability - Disease, Each Employee: \$1,000,000

Limit of Liability – Aggregate: \$1,000,000

■

Basis of Premium - 1.1923 per \$100 of Payroll based on \$13,660,170

PREMIUM COMPARISON

LINES OF BUSINESS	AUDITABLE (Y/N)	EXPIRING PREMIUM	RENEWAL PREMIUM	MINIMUM EARNED (% OR N/A)
Excess Workers Compensation		\$138,367.00	\$162,870.00	
Total Premium		\$138,367.00	\$162,870.00	

PAYMENT TERMS

USER: Enter payment options for client to consider

INSURICA offers multiple convenient and easy payment options. There are four (4) options to pay items due to INSURICA – pay via our website - insurica.com/pay/; pay via client portal - [INSURICA 24/7](#); pay by check, or consider premium finance with AFCO Direct Premium Finance (*formerly known as BankDirect*).

If using our website, please input the account information provided here:

- ◆ INSURICA Account Number - THECITY01C
- ◆ Account Zip Code - 74701

MARKETING EFFORTS

LINES OF BUSINESS	RESULTS
Excess Workers Compensation	

PREMIUM NOTABLES AND POLICY DIFFERENCES

Enter

ELECTRONIC PAYMENT DETAILS



We’re leading the way for clients with EASY, FAST, and CONVENIENT ways to do business. Introducing our new electronic payments platform from SimplePin via INSURICA.com/Pay/.

With just a few pieces of information, easily make a credit card, online banking, or ACH payment. You will need your INSURICA Account Number plus an invoice number or account zip code to process premium payments quickly and securely to INSURICA.

Select either Pay Invoice for current items OR Pay on Account if making a down payment to bind coverage or renew your policy. ACH and credit card processing fees apply.

INSURICA

Find account

ACCOUNT NUMBER *

EXAMPLE: JOHST-1 OR SMITHAL-01

SEARCH BY *

ZIP CODE

00000-0000

INVOICE #

ZIP CODE

Continue

Invoice #	123789	1/15/2023
Account Number	Insurance Agent	
ABCINSU01C	John Smith, Producer	
Balance Due On	Servicing Rep	
1/1/2023	Your Account Manager	
Amount Paid	Amount Due	
	\$28,249.00	

With online payments through SimplePin, you have control over how and when you want to pay and payments will be applied directly to your INSURICA account.

Contact your INSURICA Team for questions or assistance.

INSURICA – *Specializing in You*

PAYMENT OPTIONS OVERVIEW



INSURICA offers multiple convenient payment options giving you flexibility on how and when you do business with us. There are four (4) payment options for you to choose from for items due to us.



PAY VIA OUR WEBSITE* – [INSURICA.COM/PAY](https://www.insurica.com/pay)

- With just a few pieces of information, easily make a credit card, online banking, or ACH payment.
- Use your INSURICA Account Number plus an invoice number or account zip code.
- Select either Pay Invoice for current items OR Pay on Account if making a down payment to bind coverage or renew your policy.



PAY VIA CLIENT PORTAL* - [INSURICA 24/7](#)

- Select either Pay to INSURICA for current items OR Make a Deposit if making a down payment to bind coverage.
- INSURICA 24/7 available to existing clients and includes payment options plus electronic documents.



PAY BY CHECK

- Traditional handling of premium payments to INSURICA.
- Payment remittance address noted on INSURICA invoices.



PAY BY PREMIUM FINANCING WITH AFCO DIRECT

- Premium financing may be a solution for extended payment terms over the policy period.
- AFCO Direct is our exclusive premium finance partner who also offers various payment options.

* ACH and credit card processing fees apply



DISCLAIMERS AND DISCLOSURES

A.M. BEST RATING

A Best Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. A.M. Best assigns to insurance related organizations one of two types of rating opinions, a Best's Rating, and a financial size category rating. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile. Best has seven (7) rating categories including plus "+" or minus "-" rating notches to permit further gradation of financial strength within a particular rating category.

The three highest ratings given by A.M. Best are the following:

<u>Rating</u>	<u>Definition</u>
A++, A+ (Superior)	Assigned to companies that have, in Best's opinion, a superior ability to meet their ongoing insurance obligations.
A, A- (Excellent)	Assigned to companies that have, in Best's opinion, an excellent ability to meet their ongoing insurance obligations
B++, B+ (Good)	Assigned to companies that have, in Best's opinion, a good ability to meet their ongoing insurance obligations

Financial Size Categories. Assigned to all companies and reflects their size based on their capital, surplus, and conditional reserve funds in millions of U.S. dollars, using the scale below.

Millions of U.S. Dollars							
Class I	Less	than	1	Class VIII	100	to	250
Class II	1	to	2	Class IX	250	to	500
Class III	2	to	5	Class X	500	to	750
Class IV	5	to	10	Class XI	750	to	1,000
Class V	10	to	25	Class XII	1,000	to	1,250
Class VI	25	to	50	Class XIII	1,250	to	1,500
Class VII	50	to	100	Class XIV	1,500	to	2,000
				Class XV	greater	than	2,000

The ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser.

Financial analysis of insurance companies is a complex process that requires specialized knowledge. INSURICA relies upon opinions expressed by A.M. Best Company in determining the financial strength and size of insurance companies. INSURICA makes no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

ADMITTED COMPANY VERSUS NON-ADMITTED INSURERS**Admitted Company**

A foreign or alien insurance company which has been licensed by the insurance department of the state in question and which, thereby, is authorized to conduct business within that state to the extent licensed. Also called an admitted market or admitted insurer. In the event of company insolvency, policies written with admitted insurers may have access to the state guaranty fund subject to a number of exceptions and limitations depending on the applicable state guarantee fund law.

Non-admitted Company

If an insurer is not licensed to write insurance in a specific state, then the insurer is a non-admitted insurer for that state. These companies are usually non-admitted because they do not meet the same capitalization requirements as an admitted company. Premiums paid to them are not protected by any state guaranty fund and they are not subject to state regulation. Although not admitted, the insurer must still be approved to write business in that state. Non-admitted companies are part of the excess and surplus lines insurance market. Insurance policies placed with non-admitted companies may require payment of surplus lines premium taxes at a percentage that varies state by state. Non-admitted policies may be subject to a minimum earned premium (MEP), usually twenty-five (25) percent but may be a higher percentage.

A.M. BEST RATINGS, FINANCIAL SIZE CATEGORIES, ADMITTED/NON-ADMITTED**Proposed Program**

COMPANY	COVERAGE PROVIDED/PROPOSED	BEST RATING & FINANCIAL SIZE	ADMITTED / NON-ADMITTED	MINIMUM EARNED PREMIUM (%/\$)
Arch Insurance Company	Excess Workers Compensation			

Note to user: If any rating is less than A- VI, include or send A.M. Best Acknowledgement Template (found in Epic Commercial Lines Template folder) to insured for signature. (remove this notice if not applicable to client)

DISCLOSURES

The intent of this document is to provide an overview of the coverage offered in the insurance program, and is not meant to be all-inclusive. Read your actual policies for complete details including terms, conditions, limitations, and exclusions.

Exposure information, including but not limited to property values, auto schedules, payroll and revenues, used in the proposal were those presented by you and should be carefully reviewed and/or appraised for adequacy.

COMPENSATION DISCLOSURE

INSURICA is an Independent Agency. For our efforts, primarily commissions paid by insurance companies compensate us. The amount is based on the commission schedules established individually by each insurance company and is typically calculated as a percentage of the premium. INSURICA may also be eligible to receive various forms of incentive compensation, including contingent commissions and other awards and bonuses. This incentive compensation is based upon criteria that may include the volume, growth, profitability, and retention of business placed or other performance measures established by the individual insurers with whom we do business. On occasion insurance carriers will issue a policy at a net premium (no commission factored into the premium) and at that time, INSURICA will determine an appropriate fee which fairly reflects the various services provided for the policy being issued. These fees are disclosed and itemized as a separate billing amount to our clients.

LIMITS OF COVERAGES

Higher limits of coverage may be available upon request.

PROPERTY COVERAGES

Vacant Properties: Property policies contain vacancy provisions excluding or reducing coverage for certain perils if a building or suite is vacant 60 or more days. A building or suite is considered vacant if less than 31% of the total square footage is used to conduct customary operations.

Flood and Earthquake Coverage: Unless specifically noted on the policy, Flood and Earthquake coverage is not provided. It is important to consider this coverage and it is available upon request subject to underwriting consideration and additional premium.

Appraisal: Obtaining an updated appraisal on an annual basis is a sound risk management technique. Failure to obtain an appraisal increases the risk that your property might be underinsured and that you may incur a coinsurance penalty.

POLLUTION LIABILITY EXPOSURES

Pollution Liability is limited or excluded on the standard Commercial General Liability, Business Auto, Property, Inland Marine, Directors & Officers, Excess/Umbrella and many other policies. Discuss your pollution risks with INSURICA. Pollution Liability coverage can be obtained to address many of the gaps in standard policies.

TERMS, CONDITIONS, LIMITATIONS AND/OR EXCLUSIONS

Where ever Terms, Conditions, Limitations and/or Exclusions are listed throughout this proposal, they are not all-inclusive. Please refer to the actual policies for specific Terms, Conditions, Limitations and/or Exclusions that will govern in the event of a loss. Specimen copies of policies are available for review upon request.

TERRORISM RISK INSURANCE ACT

Terrorism Coverage and Premium

In accordance with the federal Terrorism Risk Insurance Act (also known as "TRIA"), insurance carriers are required to make coverage available under your policy for "certified acts of terrorism." The actual coverage provided by your policy(ies) will be limited by the terms, conditions, exclusions, limits, and other provisions of your policy(ies), as well as any applicable rules of law.

If Terrorism coverage applies to a particular line of business, the portion of your premium attributable to this terrorism coverage has been noted. If Terrorism coverage is optional and requires you make an election to accept or reject the coverage, this has also been noted on noted. Election forms may be required upon inception, at renewal, or when changing carriers.

Definition of Certified Act of Terrorism

A "certified act of terrorism" means an act that is certified by the US Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Disclosure of Federal Share of Terrorism Losses under TRIA

The United States Department of the Treasury will reimburse insurers for 85% of insured losses that exceed the applicable insurer deductible. Effective January 1, 2016, this percentage will be reduced to 84%, effective January 1, 2017 to 83%, effective January 1, 2018 to 82%, effective January 1, 2019 to 81%, and effective January 1, 2020 to 80%. However, if aggregate industry insured losses under TRIA exceed \$100 Billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

Cap on Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 Billion in a calendar year, and the insurance carrier(s) have met, or will meet, their respective insurer deductible under TRIA, they shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and the insurance carrier(s) estimate that they will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

ELECTRONIC COMMUNICATION AND DELIVERY CONSENT FORM

At INSURICA we continually strive to improve our speed of service to clients and to do so in the most efficient manner. One of the ways we are increasing our efficiency to clients is to use electronic communications, emailing of electronic documents, and electronic signatures. As our portal and electronic communications grow, we ask that you sign a consent form providing us your permission to work together using this type of technology.

Please review the following statement and electronically sign.

We ("Client") hereby give consent and agree to receive documents related to insurance coverage written through or quoted by INSURICA ("Agent/Broker") in the form of electronic records. Agent/Broker may transmit documents to Client through electronic media, including but not limited to electronic mail, optical disks (including but not limited to compact discs and digital versatile discs), floppy disks, hard drives, thumb drives, jump drives, magnetic tapes, facsimiles, downloads from Web sites, and any other kinds of electronic media acceptable to both Client and Agent/Broker. Documents to be so delivered include but are not limited to policy information pages and coverage forms; endorsements; binders; certificates and evidences of insurance; automobile insurance identification cards; premium quotations; premium worksheets; invoices; premium finance agreements; audit statements; loss control reports; claim reports; correspondence; and notices of cancellation and nonrenewal. Client's signature or that of Client's representative signifies that Client voluntarily agrees to use electronic records in accordance with the federal Electronic Signatures in Global and National Commerce Act.

BUSINESS NAME: THE CITY OF DURANT

SIGNATURE: _____

TITLE: _____

DATE: _____

NON-DISCLOSURE AGREEMENT

This proposal has been prepared exclusively for the review and evaluation of:

THE CITY OF DURANT

The information contained herein includes proprietary information about INSURICA and our risk management services. Therefore, we request that this information not be copied or distributed to any third parties without the prior consent of INSURICA.

Should you choose not to accept the terms of our insurance and risk management proposal, please return this proposal in its entirety to us at your earliest convenience.

Received by: _____

Date: _____

CONTRACT REVIEW DISCLAIMER

INSURICA’s review of contracts and other documents is limited to insurance-related issues. We are not in a position to anticipate all facts that could impact insurance coverage and needs. We recommend that you secure the advice of legal counsel to assist with contractual relationships.

Agent Signature		Client Signature
Dated		Dated

DISCLAIMERS AND DISCLOSURES CONTINUED

CLIENT AUTHORIZATION TO BIND

After careful consideration of your proposal we accept the proposed insurance as follows:

Property:	☐ with TERRORISM ☐ without TERRORISM	Umbrella	☐ with TERRORISM ☐ without TERRORISM
Commercial Auto:	☐	General Liability	☐ with TERRORISM ☐ without TERRORISM
Inland Marine:	☐ with TERRORISM ☐ without TERRORISM	Workers Compensation	☐ with TERRORISM

It is understood that this proposal provides only a summary of the details. The policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

Agent Signature		Client Signature
Dated		Dated

PROPOSAL ACCEPTANCE

INSURED

THE CITY OF DURANT

- ☐ As presented (all lines)
- ☐ With changes noted below

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Print Name

Title

Signature

Date

Our Mission and Core Values

To manage risk for our Clients. To build a rewarding environment for our Colleagues. To produce an acceptable return for our Shareholders.



Integrity.

Trust forms the foundation of relationships and strengthens our

INSURICA Community.



Innovation.

Ingenuity is the competitive Advantage securing the future of our

INSURICA Community.



Purpose.

Passion transforms ordinary into extraordinary and delights our

INSURICA Community.

INSURICA colleagues consistently strive to uphold the agency's Mission and Core Values statements. By creating a corporate culture based on ethical behavior in the marketplace and fun in the workplace, INSURICA has been recognized many times as both a Best Practices Agency and a Best Places to Work employer. In 2019, leading insurance industry publication, Rough Notes, named INSURICA Agency of the Year.





WORKERS COMPENSATION APPLICATION

DATE (MM/DD/YYYY)
08/28/2024

AGENCY NAME AND ADDRESS INSURICA 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118		License # 1017969		COMPANY: Arch Insurance Company	
PRODUCER NAME: Glen Tolentino		CS REPRESENTATIVE NAME:		UNDERWRITER:	
OFFICE PHONE (A/C, No, Ext): (405) 523-2100		MOBILE PHONE: (405) 229-5287		APPLICANT NAME: City of Durant	
FAX (A/C, No): (405) 556-2332		E-MAIL ADDRESS:		OFFICE PHONE: (580) 931-6643	
E-MAIL ADDRESS:		CREDIT BUREAU NAME:		MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code) 300 W. Evergreen Street Durant, OK 74701	
CODE:		SUB CODE:		MOBILE PHONE:	
AGENCY CUSTOMER ID: THECITY01C		FEDERAL EMPLOYER ID NUMBER		NCCI RISK ID NUMBER	
		PARTNERSHIP		YRS IN BUS:	
		CORPORATION		SIC:	
		SUBCHAPTER "S" CORP		NAICS:	
		JOINT VENTURE		WEBSITE ADDRESS:	
		TRUST		ID NUMBER:	
		OTHER:		OTHER RATING BUREAU ID OR STATE EMPLOYER REGISTRATION NUMBER	
		UNINCORPORATED ASSOCIATION			

STATUS OF SUBMISSION		BILLING / AUDIT INFORMATION	
☐ QUOTE	☐ ISSUE POLICY	☒ BILLING PLAN	☐ PAYMENT PLAN
☐ BOUND (Give date and/or attach copy)	☐ AGENCY BILL	☐ ANNUAL	☐ AT EXPIRATION
☐ ASSIGNED RISK (Attach ACORD 133)	☐ DIRECT BILL	☐ SEMI-ANNUAL	☐ SEMI-ANNUAL
		☐ QUARTERLY	☐ QUARTERLY
			% DOWN:

LOCATIONS	
LOC #	HIGHEST FLOOR
	STREET, CITY, COUNTY, STATE, ZIP CODE

POLICY INFORMATION				
PROPOSED EFF DATE 10/15/2024	PROPOSED EXP DATE 10/15/2025	NORMAL ANNIVERSARY RATING DATE	PARTICIPATING NON-PARTICIPATING	RETRO PLAN
PART 1 - WORKERS COMPENSATION (States) OK	PART 2 - EMPLOYER'S LIABILITY	PART 3 - OTHER STATES INS	DEDUCTIBLES (N / A in WI)	AMOUNT / % (N / A in WI)
	\$ 1,000,000 EACH ACCIDENT		MEDICAL	OTHER COVERAGES
	\$ 1,000,000 DISEASE-POLICY LIMIT		INDEMNITY	U.S.L. & H. VOLUNTARY COMP
	\$ 1,000,000 DISEASE-EACH EMPLOYEE			FOREIGN COV
DIVIDEND PLAN/SAFETY GROUP	ADDITIONAL COMPANY INFORMATION			
SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)				
SEE ATTACHED ACORD 829				

TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES		
TOTAL ESTIMATED ANNUAL PREMIUM ALL STATES \$ 162,870.00	TOTAL MINIMUM PREMIUM ALL STATES \$ 146,583.00	TOTAL DEPOSIT PREMIUM ALL STATES \$

CONTACT INFORMATION				
TYPE	NAME	OFFICE PHONE	MOBILE PHONE	E-MAIL
INSPECTION				
ACCTNG RECORD				
CLAIMS INFO				

INDIVIDUALS INCLUDED / EXCLUDED									
PARTNERS, OFFICERS, RELATIVES (Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.) Exclusions in Missouri must meet the requirements of Section 287.090 RSMo.									
STATE	LOC #	NAME	DATE OF BIRTH	TITLE/ RELATIONSHIP	OWNER-SHIP %	DUTIES	INC/EXC	CLASS CODE	REMUNERATION/PAYROLL

PRIOR CARRIER INFORMATION / LOSS HISTORY

AGENCY CUSTOMER ID: **THECITY01C**

CKADIA

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS						☒	LOSS RUN ATTACHED
YEAR	CARRIER & POLICY NUMBER	ANNUAL PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE	
2021	CO: Arch Insurance Company						
	POL #: WCX006718000						
2022	CO: Arch Insurance Company						
	POL #: WCX006839900						
2023	CO: Arch Insurance Company						
	POL #: WCX006839901						
	CO:						
	POL #:						
	CO:						
	POL #:						

NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS

GIVE COMMENTS AND DESCRIPTIONS OF BUSINESS, OPERATIONS AND PRODUCTS: MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS.

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	Y / N
1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT?	N
2. DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)	N
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET?	N
4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER?	N
5. IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS?	N
6. ARE SUB-CONTRACTORS USED? (If "YES", give % of work subcontracted)	N
7. ANY WORK SUBLET WITHOUT CERTIFICATES OF INSURANCE? (If "YES", payroll for this work must be included in the State Rating Worksheet on Page 2)	N
8. IS A WRITTEN SAFETY PROGRAM IN OPERATION?	N
9. ANY GROUP TRANSPORTATION PROVIDED?	N
10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE?	N
11. ANY SEASONAL EMPLOYEES?	N
12. IS THERE ANY VOLUNTEER OR DONATED LABOR? (If "YES", please specify)	N
13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS?	N
14. DO EMPLOYEES TRAVEL OUT OF STATE? (If "YES", indicate state(s) of travel and frequency)	N
15. ARE ATHLETIC TEAMS SPONSORED?	N
16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?	N

GENERAL INFORMATION (continued)

AGENCY CUSTOMER ID: THECITY01C

CKADIA

EXPLAIN ALL "YES" RESPONSES	Y / N
17. ANY OTHER INSURANCE WITH THIS INSURER?	N
18. ANY PRIOR COVERAGE DECLINED / CANCELLED / NON-RENEWED IN THE LAST THREE (3) YEARS? (Missouri Applicants - Do not answer this question)	N
19. ARE EMPLOYEE HEALTH PLANS PROVIDED?	N
20. DO ANY EMPLOYEES PERFORM WORK FOR OTHER BUSINESSES OR SUBSIDIARIES?	N
21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?	N
22. DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME? If "YES", # of Employees: _____	N
23. ANY TAX LIENS OR BANKRUPTCY WITHIN THE LAST FIVE (5) YEARS? (If "YES", please specify)	N
24. ANY UNDISPUTED AND UNPAID WORKERS COMPENSATION PREMIUM DUE FROM YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISES? IF YES, EXPLAIN INCLUDING ENTITY NAME(S) AND POLICY NUMBER(S).	N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)			
PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's Initials): _____			
Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only. Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies. Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only. Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act. Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only. Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only. Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law. Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years. Applicable in UT: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.			
THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.			
APPLICANT'S SIGNATURE (Must be Officer, Owner or Partner)	DATE	PRODUCER'S SIGNATURE 	NATIONAL PRODUCER NUMBER



AGENCY CUSTOMER ID: _____

THECITY01C

CKADIA

**WORKERS COMPENSATION INSURANCE PLAN
ASSIGNED RISK SECTION**

DATE (MM/DD/YYYY)

08/28/2024

THIS FORM ALONG WITH AN ACORD 130 WORKERS COMPENSATION APPLICATION CONSTITUTE AN APPLICATION FOR WORKERS COMPENSATION INSURANCE PLAN (ASSIGNED RISK) COVERAGE. THIS FORM MUST BE ATTACHED TO AN ACORD 130 FOR SUBMISSION. PLEASE REFER TO THE STATE SPECIFIC INSTRUCTIONS PAGE FOR SPECIFIC REQUIREMENTS.

APPLICANT NAME

City of Durant

PROPOSED EFF DATE

10/15/2024**SUPPLEMENTAL INFORMATION**

PAYROLL OFFICE NAME, ADDRESS AND TELEPHONE NUMBER (A PO BOX ADDRESS ALONE IS NOT ACCEPTABLE.
PLEASE PROVIDE DRIVING INSTRUCTIONS IF A ROUTE ADDRESS IS SHOWN.)

STATE DEVELOPING HIGHEST PAYROLL:**EXPLAIN ALL "YES" RESPONSES IN THE REMARKS SECTION****YES NO**

1. HAS THERE BEEN PREVIOUS WORKERS COMPENSATION COVERAGE:

IN THIS STATE?

☐ ☒

IN ANY OTHER STATE?

☐ ☒- IF NO TO BOTH QUESTIONS, WAS THIS DUE TO: ☐ NEW BUSINESS ☐ SELF INSURED-INDEP ☐ SELF INSURED-GROUP ☐ # EMPLOYEES

2. IS THERE ANY UNPAID WORKERS COMPENSATION PREMIUM DUE OR IN DISPUTE FROM YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISES? IF YES, EXPLAIN, INCLUDING ENTITY NAME(S) AND POLICY NUMBER(S).

☐ ☒

3. YEAR APPLICANT'S BUSINESS BEGAN:

4. HAS THERE BEEN A NAME CHANGE, CONSOLIDATION, MERGER, ACQUISITION, SALE, PURCHASE OR TRANSFER OF ASSETS OR OWNERSHIP CHANGE DURING THE PAST FIVE (5) YEARS? IF YES, PROVIDE A COMPLETED ERM-14 FORM.

☐ ☒

5. IS APPLICANT RELATED THROUGH COMMON MANAGEMENT OR OWNERSHIP TO ANY ENTITY NOT LISTED ON THE ACORD 130 FORM, WHETHER COVERAGE IS REQUIRED OR NOT? IF YES, PROVIDE A COMPLETED ERM-14 FORM.

☐ ☒

6. DO YOU LEASE WORKERS FROM A PROFESSIONAL EMPLOYER ORGANIZATION (PEO)? IF YES, REFER TO WCIP INSTRUCTIONS.

☐ ☒

NAME OF PROFESSIONAL EMPLOYER ORGANIZATION (PEO): _____

7. DO YOU LEASE WORKERS TO A CLIENT COMPANY? IF YES, REFER TO WCIP INSTRUCTIONS.

☐ ☒

8. ARE YOU SEEKING TO COVER THE LEASED WORKERS? IF YES, REFER TO WCIP INSTRUCTIONS.

☐ ☒9. DO YOU PROVIDE TEMPORARY ARRANGEMENT SERVICES TO OTHER EMPLOYERS?
IF YES, PROVIDE A TEMPORARY LABOR CONTRACTOR EMPLOYEE FORM.☐ ☒

10. DO YOU HAVE A FRANCHISE OR LICENSING AGREEMENT? IF YES, PROVIDE A COPY OF THE AGREEMENT.

☐ ☒

11. IS COVERAGE REQUESTED FOR A SPORTS TEAM? IF YES, PROVIDE NAME OF SPORTS TEAM AND DOMICILED STATE.

☐ ☒

NAME OF SPORTS TEAM: _____ DOMICILED STATE: _____

12. DO TRUCKING CLASSIFICATIONS APPLY? IF YES, COMPLETE QUESTIONS 13 - 20.

☐ ☒

13. DO YOU OR YOUR EMPLOYEES REGULARLY OPERATE FROM A BASE TERMINAL(S) WHICH IS (ARE) USED TO LOAD, UNLOAD, STORE OR TRANSFER FREIGHT? IF YES, PLEASE PROVIDE A LIST OF TERMINAL ADDRESSES:

☐ ☒

#	STREET	CITY	COUNTY	ST	ZIP CODE
1					
2					
3					

14. CAN EACH DRIVER'S STATE OF MAJORITY DRIVING TIME BE ESTABLISHED THROUGH VERIFIABLE RECORDS OR LOGS?

☐ ☒

15. PLEASE PROVIDE A LIST OF ALL DRIVERS / HELPERS AND THEIR STATE OF RESIDENCE:

	DRIVER NAME	TERMINAL # (SEE ABOVE)	MAJORITY DRIVING STATE	RESIDENCE STATE
1				
2				
3				

16. WHAT TYPE(S) OF GOODS ARE BEING HAULED? (e.g., coal, dry goods, explosives, scaffolding, water / waste fluids from oil field sites, etc.)

17. DO YOU OWN THESE GOODS?

☐ ☒

18. IS APPLICANT UNDER EXCLUSIVE CONTRACT WITH ANY RETAIL STORE(S)? IF YES, PROVIDE COPY OF CONTRACT(S).

☐ ☒

19. IS APPLICANT UNDER EXCLUSIVE CONTRACT WITH ANY POSTAL SERVICE? IF YES, PROVIDE COPY OF CONTRACT(S).

☐ ☒

20. WITHIN WHAT MILE RADIUS IS HAULING DONE? # MILES: _____

INSURANCE COMPANIES WHO HAVE OFFERED/REFUSED INSURANCE

21. HAVE YOU RECEIVED ANY OFFERS OF VOLUNTARY COVERAGE? (INCLUDE MULTI-LINE OR RETROSPECTIVE RATING PLAN, IF APPLICABLE)
IF YES, PROVIDE FULL DETAILS INCLUDING PLAN TERMS.

YES	NO
☐	☒

22. INDICATE THE NUMBER OF INSURANCE COMPANIES WHICH HAVE REFUSED THE APPLICANT COVERAGE IN THE LAST 60 DAYS (OR IN ACCORDANCE WITH STATE SPECIFIC GUIDELINES):

LIST COMPANY NAMES, REPRESENTATIVE NAMES, TELEPHONE NUMBERS AND DATES OF REFUSALS. REFER TO WCIP TO VERIFY REQUIREMENTS.

COMPANY NAME	REPRESENTATIVE NAME	TELEPHONE NUMBER	DATE OF REFUSAL	COMMENTS

PREMIUM PAYMENT (Refer to WCIP instruction sheet for state requirements)

YES	NO
☐	☐

23. IS THE PREMIUM FINANCED THROUGH A THIRD PARTY PREMIUM FINANCE COMPANY? IF YES, A COPY OF THE AGREEMENT MUST BE PROVIDED.

☐	☐
--------------------------	--------------------------

24. IN APPLICABLE JURISDICTIONS ON QUALIFYING RISKS, IS THE LOSS SENSITIVE RATING PROGRAM (LSRP) CONTINGENCY DEPOSIT BEING PAID IN FULL AT THIS TIME?

☐	☐
--------------------------	--------------------------

25. INITIAL OR ESTIMATED ANNUAL DEPOSIT PREMIUM IS REQUIRED IN ORDER TO BIND COVERAGE. THE FOLLOWING PAYMENT METHODS MAY BE USED TO SUBMIT THE REQUIRED INITIAL OR DEPOSIT PREMIUM:

1. Credit Card (for applications submitted ONLINE at ncci.com ONLY)
2. Electronic funds transfer (EFT) in the form of an Automated Clearing House (ACH) transaction

Note: For 1 and 2 above, refer to instructions provided within NCCI's *RMAPS® Online Application Service* payment screens. All payments by credit card and electronic funds transfer must accompany completed and signed ACORD 130 and 133 forms.

3. Check or Money Order (for MAILED applications ONLY)

1. **ONLY** the following types of payment, made payable to NCCI, Inc., are acceptable:
 - a. Checks: Applicant's, Cashier's, Producer's, Finance Company's
 - b. Money Order
2. All checks and money orders **MUST** be made payable to NCCI, Inc., and accompany completed and signed ACORD 130 and 133 forms.

NO CREDIT CARD OR BANKING INFORMATION SHOULD BE ENTERED ON THE HARDCOPY ACORD 130 or 133 FORMS. A DELAY IN PROCESSING YOUR APPLICATION MAY OCCUR SHOULD THIS INFORMATION BE INCLUDED ON THE SUBMITTED FORMS.

By submitting this assigned risk workers compensation insurance application, the Applicant authorizes NCCI to debit the account name/number that the undersigned Applicant, or the undersigned Producer on Applicant's behalf, has designated and provided to NCCI, for the amount of this transaction. The Applicant further understands and agrees that all premium transactions and/or premium-related transactions must be processed and accepted by NCCI and the account name/number that the undersigned Applicant, or the undersigned Producer on Applicant's behalf, has designated and provided to NCCI, to be considered received by the Plan Administrator.

REMARKS (Attach additional sheets if more space is required)

The undersigned Applicant hereby certifies that he/she has read and understands the questions and statements in this application, which is comprised of both the ACORD 130 and ACORD 133 forms. In consideration of coverage being afforded under the applicable Workers Compensation Insurance Plan developed or administered by NCCI (WCIP or Plan), by signing below, the Applicant also certifies that any and/or all responses provided in or to this application, which is comprised of both the ACORD 130 and ACORD 133 forms, are true and accurate and Applicant further understands and agrees that:

- Since he/she has been unable to secure workers compensation coverage in a regular manner through any other insurance carrier or provider, this coverage is being afforded under the applicable WCIP, and that the applicable rates and rating programs charged may be higher than those in the voluntary market.
- Coverage is NOT bound until the completed and signed application is received with the required initial or estimated annual deposit premium and eligibility is determined by the Plan Administrator.
- Provided that Applicant is determined to be eligible and in good faith entitled to WCIP insurance, based upon the information provided herein or otherwise available to the Plan Administrator, coverage will be bound in accordance with WCIP rules. See the WCIP for applicable binding rules.
- In approved jurisdictions, NCCI's Voluntary Coverage Assistance Program (**VCAP® Service**) applies to all employers seeking coverage under the Workers Compensation Insurance Plan, and:
 - Is integrated with and operates as a supplemental program to NCCI's WCIP; and
 - Operates in conjunction with NCCI's Residual Market Application Processing System (**RMAPS® Online Application Service**); and
 - Is designed as a depopulation tool to provide an additional source for producers and employers to secure workers compensation coverage in the voluntary market; and
 - All applications (electronic, phone-in, or mail-in) submitted to the Plan Administrator are reviewed to determine if they meet any of the preselected criteria specified by a participating voluntary carrier; and
 - If the Applicant meets the criteria of an authorized voluntary carrier (**VCAP® User**) and an offer of voluntary coverage is provided, the Applicant, its representative, and/or the producer, must accept a reasonable offer of voluntary coverage in accordance with the WCIP and **VCAP® Service** provisions, and further Applicant will be deemed ineligible for coverage under the WCIP if Applicant does not accept such reasonable offer of voluntary coverage; and
 - If an application does not meet any **VCAP® User's** criteria, the application will continue through NCCI's **RMAPS® Online Application Service**.

If deemed eligible under the WCIP and as further consideration of policy issuance under the WCIP, by signing below, the undersigned Applicant also agrees:

- To maintain a complete record of all payroll transactions in such form as the insurance company may reasonably require and that such record will be available to the company at the designated address; and
- To comply substantially with all laws, orders, rules, and regulations in force and effect issued by the public authorities relating to the welfare, health, and safety of employees; and
- To comply with all reasonable recommendations made by the insurance company relating to the welfare, health, and safety of employees; and
- To take no action in any form to evade the application of an experience rating modification determined in accordance with the applicable experience rating rules, as determined by NCCI, Inc.; and
- To comply with all WCIP rules and procedures and policy terms and conditions, including without limitation, those relating to audits, inspections, loss prevention, and/or premium payments, to maintain WCIP eligibility and coverage.

OUTSTANDING BONA FIDE DISPUTE

The undersigned Applicant also certifies that he/she has no outstanding bona fide dispute as provided in NCCI's WCIP with any producer or company in regard to: (a) payroll records; (b) the amount of premium charged; (c) the payment of premium; (d) the carrying out of any recommendation made for the purpose of safeguarding employees; (e) the handling of any claim or accident report except the following:

LOSS SENSITIVE RATING PLAN (LSRP)

In applicable jurisdictions where the NCCI's Loss Sensitive Rating Plan (LSRP) has been approved for use, the undersigned applicant further understands and agrees that by signing below, I (applicant) acknowledge that the Loss Sensitive Rating Plan (LSRP) has been explained to me, and I agree to be bound by the terms of such plan if my standard premium meets or exceeds the premium eligibility requirement. If these conditions are met, an additional LSRP contingency deposit equal to 20% of standard premium will be required; and

- At the time of application, LSRP has been explained to applicant by the Producer submitting this application on behalf of the applicant; and
- The above referenced additional LSRP contingency deposit is in addition to the initial or deposit premium required in accordance with the WCIP.

APPLICANT COMMUNICATIONS

1. By selecting the 'Yes' option adjacent to this #1 section, the undersigned Applicant consents and agrees to receive electronically transmitted information and/or communications issued by NCCI by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any binder/verification pages issued by NCCI, and any notifications or other communications as determined by NCCI, to the email address provided by Applicant, or provided by the Producer on Applicant's behalf, to NCCI. ☐ YES ☐ NO
2. If "Yes" to #1 above, provide the valid email address to which the information, notifications and/or communications issued by NCCI should be electronically sent: _____
3. By selecting the 'Yes' option adjacent to this #3 section, the undersigned Applicant consents and agrees to receive electronically transmitted policy notifications and/or communications issued by the assigned carrier by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any policy documents, cancellations, endorsements, renewal and/or nonrenewal notices, and any other policy notifications and/or communications as determined by the assigned carrier, but only to the extent that the assigned carrier is able and chooses in its discretion to transmit such policy notifications and/or communications electronically to the Applicant. If the assigned carrier is unable or does not choose to transmit such policy notifications and/or communications electronically, then hard copy policy notifications and/or communications will be provided to the Applicant by the assigned carrier as determined by the assigned carrier, subject to any requirements applicable to the assigned carrier under any applicable laws or regulations. Regardless of the undersigned Applicant's selection under this #3 section to receive electronically transmitted policy notifications and/or communications from the assigned carrier, the assigned carrier must comply with any applicable laws or regulations that require a specific method of delivery for policy notifications, documents, or other information, including without limitation, mailing notices of cancellation and/or nonrenewal of policies by certified mail or certificate of mailing. ☐ YES ☐ NO

APPLICANT'S STATEMENT (continued)

AGENCY CUSTOMER ID:

THECITY01C

CKADIA

4. If "Yes" to #3 above, provide the valid email address to which policy notifications and/or communications issued by the assigned carrier should be electronically sent:

The undersigned Applicant understands and agrees that by selecting the 'Yes' option for #1 and/or #3 above, NCCI and the assigned carrier are authorized, but neither NCCI nor the assigned carrier separately is required or obligated, to electronically transmit any notifications and/or communications referenced in #1 and/or #3 above to the designated email address provided by or on behalf of the Applicant in #2 and/or #4 above, as applicable. By consenting and agreeing to receive such electronically transmitted notifications and/or communications from NCCI and/or the assigned carrier, the undersigned Applicant releases, indemnifies, and holds harmless NCCI and the assigned carrier from any and all claims pertaining to electronically transmitted notifications and/or communications utilizing the Applicant's designated email address as provided to NCCI and/or the assigned carrier by or on behalf of the Applicant in #2 and/or #4 above, as applicable, and including, without limitation, any changes and/or updates to the undersigned Applicant's email address.

The undersigned Applicant further understands and agrees that he/she shall notify NCCI and the assigned carrier of any and all changes and/or updates to Applicant's email, mailing, and/or physical addresses, immediately upon making, implementing, or having knowledge of any such changes and/or updates.

NON-COMPLIANCE WITH AGREEMENTS OR CERTIFICATIONS

The undersigned Applicant further understands and agrees that violation of or non-compliance with any of the above agreements or certifications may result in cancellation of a policy of insurance issued under a Workers Compensation Insurance Plan and/or ineligibility for coverage under a Workers Compensation Insurance Plan.

APPLICANT'S NAME (PRINT OR TYPE)

SIGNATURE (MUST BE AN OFFICER, OWNER OR PARTNER)

DATE (MM/DD/YYYY)

REMEMBER: BOTH THE ACORD 130 AND 133 APPLICATIONS MUST BE SIGNED BY THE APPLICANT AND THE DESIGNATED PRODUCER
PRODUCER COMMUNICATIONS

1. By selecting the 'Yes' option adjacent to this #1 section, the undersigned Producer consents and agrees to receive electronically transmitted information and/or communications issued by NCCI by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any binder/verification pages issued by NCCI, and any notifications or other communications as determined by NCCI, to the email address provided by the Producer to NCCI. ☐ YES ☐ NO
2. If "Yes" to #1 above, provide the valid email address to which the information, notifications and/or communications issued by NCCI should be electronically sent:

3. By selecting the 'Yes' option adjacent to this #3 section, the undersigned Producer consents and agrees to receive electronically transmitted policy notifications and/or communications issued by the assigned carrier by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any policy documents, cancellations, endorsements, renewal and/or nonrenewal notices, and any other policy notifications and/or communications as determined by the assigned carrier, but only to the extent that the assigned carrier is able and chooses in its discretion to transmit such policy notifications and/or communications electronically. If the assigned carrier is unable or does not choose to transmit such policy notifications and/or communications electronically, then hard copy policy notifications and/or communications will be provided to the Producer by the assigned carrier as determined by the assigned carrier, subject to any requirements applicable to the assigned carrier under any applicable laws or regulations. Regardless of the undersigned Producer's selection under this #3 section to receive electronically transmitted policy notifications and/or communications from the assigned carrier, the assigned carrier must comply with any applicable laws or regulations that require a specific method of delivery for policy notifications, documents, or other information, including without limitation, mailing notices of cancellation and/or nonrenewal of policies by certified mail or certificate of mailing. ☐ YES ☐ NO
4. If "Yes" to #3 above, provide the valid email address to which policy notifications and/or communications issued by the assigned carrier should be electronically sent:

The undersigned Producer understands and agrees that by selecting the 'Yes' option for #1 and/or #3 above, NCCI and the assigned carrier are authorized, but neither NCCI nor the assigned carrier separately is required or obligated, to electronically transmit any notifications and/or communications referenced in #1 and/or #3 above to the designated email address provided by the Producer in #2 and/or #4 above, as applicable. By consenting and agreeing to receive such electronically transmitted notifications and/or communications from NCCI and/or the assigned carrier, the undersigned Producer releases, indemnifies, and holds harmless NCCI and the assigned carrier from any and all claims pertaining to electronically transmitted notifications and/or communications utilizing the Producer's designated email address as provided to NCCI and/or the assigned carrier by the Producer in #2 and/or #4 above, as applicable, and including, without limitation, any changes and/or updates to the undersigned Producer's email address.

The undersigned Producer further understands and agrees that he/she shall notify NCCI and the assigned carrier of any and all changes and/or updates to Producer's email, mailing, and/or physical addresses, immediately upon making, implementing, or having knowledge of any such changes and/or updates.

PRODUCER'S CERTIFICATION

THE PRODUCER ALSO CERTIFIES THAT HE/SHE HAS BEEN AUTHORIZED TO SUBMIT THE APPLICATION ON BEHALF OF THE APPLICANT AND THAT ALL INFORMATION PROVIDED ON THE ACORD 130 AND 133 IS TRUE AND ACCURATE TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF.

AGENCY FEIN	AGENCY LICENSE NUMBER	AGENCY PHONE NUMBER (A/C,No, Ext)	AGENCY FAX NUMBER (A/C,No)
	1017969	(405) 523-2100	(405) 556-2332
PRODUCER RESIDENT LICENSE NUMBER	STATE	EXPIRATION DATE	PRODUCER NON-RESIDENT LICENSE NUMBER
PRODUCER NAME (PRINT OR TYPE):	PRODUCER SIGNATURE		DATE (MM/DD/YYYY)
Glen Tolentino			08/28/2024
E-MAIL ADDRESS:			

REMEMBER: BOTH THE ACORD 130 AND 133 APPLICATIONS MUST BE SIGNED BY THE APPLICANT AND THE DESIGNATED PRODUCER

FORMS AND ENDORSEMENTS SCHEDULE

Page 1 of 1

AGENCY INSURICA		License # 1017969	CARRIER Arch Insurance Company	NAIC CODE 11150
POLICY NUMBER TBD - WCX006839901		EFFECTIVE DATE 10/15/2024	NAMED INSURED(S) City of Durant	

FORMS AND ENDORSEMENTS

[illegible]



ADDITIONAL REMARKS SCHEDULE

AGENCY INSURICA		License # 1017969	NAMED INSURED City of Durant 300 W. Evergreen Street Durant, OK 74701
POLICY NUMBER TBD - WCX006839901			
CARRIER Arch Insurance Company	NAIC CODE 11150	EFFECTIVE DATE: 10/15/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 130 FORM TITLE: WORKERS COMPENSATION APPLICATION

Your Retained Limit:

Part One - Excess Workers Compensation Insurance and Part Two – Excess Employers Liability Insurance Combined:

Your Retained Limit - Each Accident: \$750,000

Your Retained Limit – Disease, Each Employee: \$750,000

Our Limit of Liability:

A. Part One - Excess Workers Compensation Insurance

Limit of Liability - Each Accident: Statutory

Limit of Liability - Disease, Each Employee: Statutory

B. Part Two – Excess Employers Liability Insurance

Limit of Liability - Each Accident: \$1,000,000

Limit of Liability - Disease, Each Employee: \$1,000,000

Limit of Liability – Aggregate: \$1,000,000

Basis of Premium

1.1923 per \$100 of Payroll based on \$13,660,170



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From: Richard Ezell, Director
Re: Consider Approval of Resolution R-2024-14 City of Durant Emergency Operations Plan Update for 2024-2025

The City of Durant's Emergency Operations Plan is 227 pages in length. The past practice has been not to include it in the agenda packet due to its size.

I will be out of town at the Oklahoma Emergency Management's SE Area two-day Workshop in Shawnee. Deputy Director Greg Adams will be presenting this item.

Greg will have a paper copy on hand at the City Council Meeting for you to review, if you wish. He will also have digital copies available.

Council Information / Action Requested

Approval of Resolution R-2024-14 City of Durant Emergency Operations Plan Update for 2024-2025

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

ATTACHMENTS:

1. Emergency Operations Plan (EOP) Resolution
2. EOP Update

RESOLUTION NO. 2024 –14

RE: City of Durant Emergency Operations Plan

WHEREAS, The City of Durant is located in an area subject to danger and damage from a wide range of natural and man-made hazards;

WHEREAS, the parties have strong and abiding interest in reducing losses for potential disasters, and strive to create a sustainable community that is resistant to the human and economic cost of disasters, and

WHEREAS, The City of Durant believes that pre-emptive planning for safety and loss-reduction is of significant value to the community and is in the interest of public safety and economic security, and

WHEREAS, The City of Durant have responsibility for disaster preparedness for all persons in the Durant community, and

WHEREAS, The City of Durant is interdependent for support, assistance, and training in mitigating potential hazards to the common geographical space occupied by the City of Durant, and

WHEREAS, The City of Durant recognizes the need for ongoing Emergency Management planning by all jurisdictions of government in order to provide a framework in which the departments of the City of Durant can plan and perform their respective emergency functions during a disaster or national emergency.

NOW, THEREFORE, the City of Durant endorses the current proposed Emergency Operations Plan being submitted to the Oklahoma Department of Emergency Management (ODEM) for approval.

Witness our hands, this 17th day of September, 2024.

The City of Durant, Oklahoma
A Municipal Corporation

Martin Tucker, Mayor

Richard Ezell, Emergency Management Director

Cynthia Price, City Clerk

8/30/2024

The Durant Emergency Operations Plan has been updated and is ready for approval.

The plan itself has not been changed. The changes consist of name and contact information to reflect changes in personnel and contact telephone numbers, radio frequency and mode changes, updated information on current police and fire resources, along with effective dates. The EOP is current and accurate as of this date.

Respectfully,

Greg Adams

Deputy Director

Durant Emergency Management

gadams@durant.org

580-740-6425



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From: Pam Polk, City Manager
Re: Discuss and Consider Withdrawal of Request for Forensic Audit by the Oklahoma State Auditor and Inspector and Take Possible Action

On April 27, 2022, Durant City Council approved a request for a forensic audit by the Oklahoma State Auditor and Inspector with a vote of 3-1 with Curtis Morris, Humphrey Miller and Oden Grube voting in favor, Steve Brittingham voting against, and Danny Sherrer absent. Since April 2022, the City of Durant has remained on a statewide waiting list. There is now a question of whether any concern that might have existed over two years ago would still warrant the significant cost to the city for a state audit. A withdrawal of a forensic audit request is required to be done by vote of council.

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: 1) Consider Award of Bid for Uniform Rental Services;
2) Consider Award of Service Contract for Uniform Rental Services.

Council Information / Action Requested

- 1) Award of Bid for Uniform Rental Services;
- 2) Award of Service Contract for Uniform Rental Services (C-2024-50).

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

ATTACHMENTS:

1. C-2024-50 2024 Standard Rental Service Agreement Between Clean Uniform Company and City DRAFT

**CITY OF DURANT
2024 STANDARD RENTAL SERVICE AGREEMENT
(UNIFORMS)**

This Standard Rental Agreement ('Service Agreement') made and entered into this 17th day of September, 2024 by and between **Clean Uniform Company**, 4700 N. Santa Fe, Oklahoma City, OK 73118 (hereinafter referred to as 'Clean') and **City of Durant**, a municipal corporation, 300 West Evergreen Street, Durant, OK 74701, (hereinafter referred to as 'City').

The parties to this agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

SECTION A:

1. RENTAL SERVICES TO BE FURNISHED

Clean agrees to furnish to City at its point of reception all necessary clean uniforms, shop towels and mats (hereinafter referred to as 'Supplies') as may be required by City. That all supplies shall be freshly laundered before delivery. That Clean shall deliver upon request by City specific articles listed herein and more particularly described herein. Delivery shall be made at multiple drop-off sites as listed in Section B and any additional locations as may be required by City.

Sub-contracting of rental services will not be permitted.

Clean agrees to furnish and deliver said clothing and supplies at the following costs to-wit:

ITEM - DELIVERY	QUANTITY	CLEAN UNIFORM CO.
Shirts per man per week	11	\$4.95 - \$7.70
Jeans per man per week	11	\$2.75 - \$9.35
Shop Towels	Each	\$0.06
Linen Towels	Each	\$0.06
ADDITIONAL COSTS	QUANTITY	CLEAN UNIFORM CO.
Size Premium	Per Garment	No Charge
Garment Insurance	Per Garment	\$0.03
Make-Up Charges	Per Garment	\$0.03
Emblems: Name	Per Garment	\$0.03
Emblems: Company Logo	Per Garment	\$0.03
Emblems: Flags	Per Garment	\$0.03
Large & Regular: Shirts	Per Garment	
100% Polyester Long Sleeved and Short Sleeved HiVis	Per Garment	\$0.60

ADDITIONAL COSTS	QUANTITY	CLEAN UNIFORM CO.
100% Cotton Long Sleeved and Short Sleeved HiVis	Per Garment	\$0.65
80% Polyester 10% Spandex Polos	Per Garment	\$0.45
65% Polyester 35% Cotton Long Sleeved and Short Sleeved HiVis with Reflective Striping	Per Garment	\$0.70
Large & Regular: Jeans	Per Garment	
Wrangler Cowboy Cut	Per Garment	\$0.70
Carpenter Pants	Per Garment	\$0.25
100% Cotton Standard Industrial Jeans	Per Garment	\$0.26
Fire Retardant Jeans	Per Garment	\$0.85
Regular Pants	Per Garment	\$0.25
65 & Polyester 35% Cotton Mimix Pants	Per Garment	\$0.40
Scrubs	Per Set	\$0.60
Large & Regular: Jackets	Per Garment	\$0.60 reg/\$0.85 lg
Zippered Hoodies	Per Garment	\$1.40
Large & Regular: Shop Towels	Each	\$0.06
Dust Mops 30"	Each	\$0.50
Dust Mops 36"	Each	\$0.60
Dust Mops 48"	Each	\$0.70
Wet Mops - Large	Each	\$0.50
Disposable Shop Towels - All Purpose Wiper Box	Case of 800	\$95.00
Disposable Shop Towels - Heavy Duty Wiper Roll	2-Pack	\$65.00
Hand Soap - Foam and Gritty	Each	\$5.00
Air Freshener	Each	\$2.50
Paper Towels	Roll	\$8.00
ADDITIONAL COSTS	QUANTITY	CLEAN UNIFORM CO.
Toilet Tissue	Roll	\$3.75
Restroom Mat: Urinal/Commode	Case of 6	\$75.00
Scented Urinal Screens/Blocks	Each	\$2.50
OPTIONAL DIRECT SALES PRICES	QUANTITY	CLEAN UNIFORM CO.
T-Shirts with logo and name emblem	Per Garment	\$11.50 reg/\$31.00 HiVis
Caps with Company Logo	Each	\$12.58
3x5 Mats	Each	\$1.50 Rent \$65.00 Purchase
4x6 Mats	Each	\$2.00 Rent \$105.00 Purchase
DISCOUNT FOR SELF-CLEANED UNIFORMS		CLEAN UNIFORM CO.
		Discount. 5 sets of uniforms.

2. DURATION

Performance of all rental services at all locations shall be performed as specified in Section A, Paragraph 1 of the 2024 Standard Rental Service Agreement Uniforms, for three consecutive twelve month time periods being: September 18, 2024 to September 17, 2025; September 18, 2025 to September 17, 2026; and September 18, 2026 to September 17, 2027.

3. NON-APPROPRIATION CLAUSE

The City shall be permitted to cancel the lease, without penalty, at the end of a fiscal period if its governing body elects not to include in the budget an appropriation for the contractual payments coming due in the next fiscal period.

SECTION B: PAY REQUESTS

As full consideration for performing all work and services set out in this Contract, the City agrees to pay Clean a unit price as set forth in Section A, Paragraph 2 of this contract. Clean is to submit a monthly pay request or invoice for each facility group **only after all work is completed for each group each week.** The city personnel responsible for property inspection and payment approval for each group is listed below.

GROUP	LOCATION	APPROVER
Group #1	Street Department	Carl Meade
Group #2	Sanitation Department	Jared Dillingham
Group #3	Landfill	Kenny Cooper
Group #4	Wastewater Treatment Plant	Harold Neal
Group #5	Water Treatment Plant	Anthony Smallwood
Group #6	Water/Sewer Line Maintenance	Randy Cantrell
Group #7	Parks Department	Ryan Brewer
Group #8	Durant Multi Sports Complex	Ryan Brewer
Group #9	City Garage	David Anderson
Group #10	Public Works – Janitorial	Mark Pierce

Partial payment or payments for groups with incomplete service at any of the locations **will not be processed under any circumstances.** The invoice must clearly state **INVOICE** with an associated invoice number, date, amount of pay requested, the company name and address, and an itemized description of the service provided; i.e. 'Rental Services (Uniforms)' with the group number and week specified. **Invoices will not be processed the same work week as the work performed under any circumstances.** Invoices may be submitted by U.S. Mail to the address below:

City of Durant
 c/o Accounts Payable Clerk
 PO Box 578
 Durant, Ok 74702

Alternatively, invoices may be submitted by electronic mail to the Accounts Payable Department at: ap@durant.org. All work must be inspected by City personnel prior to payment being made to Clean. Every effort will be made on the City's behalf to process the pay requests as efficiently and promptly as humanly possible.

SECTION C: DAMAGES TO CITY/PRIVATE PROPERTY

Clean is required to take necessary precautions to protect the City and private property. Any damages to property resulting from wrongful or negligent acts shall be reported to the Durant City Clerk at 580-931-6641 immediately. Clean will be responsible for the repair or replacement of any damages caused solely by Clean to the City or private property, including vehicles on City's property, immediately and at Clean's expense. The replacement of materials/parts shall be identical or City approved equal to those damaged. In the event that Clean does damage to City/private property and such damages are not repaired within a reasonable length of time, the City reserves the right to make such repairs and bill or deduct from payment the cost of such repairs.

SECTION D: SAFETY

All materials and performance of work will meet all Federal Health and Safety laws currently in effect and those of local authorities having jurisdiction. Clean will take all necessary precautions for the safety of his/her employees on the job and of the general public. Services will be scheduled to provide the least inconvenience to the occupants of the building and the users of the fields.

SECTION E: NON-COLLUSION

Clean warrants that it has not employed or retained any company or person other than a bona fide employee working solely for him/her to solicit or secure this contract. Clean further warrants that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Clean, any fee, compensation, percentage, gift or consideration contingent upon or resulting from the award or making of this contract. If Clean violates this provision, the City shall have the right (which shall be cumulative to the other rights the City may have) to forthwith terminate this Contract without liability. Clean also certifies that its Contract is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, services, or equipment and is in respects fair and without collusion or fraud. The signing of this Contract indicates that Clean understands and agrees to this clause.

SECTION F: BANKRUPTCY/INSOLVENCY

At the time of the signing of this contract, Clean shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy either voluntary or involuntary or receivership proceedings (a person legally appointed to receive and have

charge of property or money involved in a lawsuit). If Clean files for bankruptcy during the term of, insolvency or receivership, the City may, at its option, terminate and cancel said contract in which all rights hereunder shall immediately cease and terminate.

SECTION G: TERMS:

This Rental Service Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or the agent of either party that are not contained in this written contract shall be valid or binding; this contract may not be enlarged, modified, or altered except in writing signed and endorsed by the parties on this agreement.

Each party to this agreement has the right to terminate this agreement with a thirty (30) day written notification of cancellation of said agreement.

Signed on this 17th day of September, 2024.

CLEAN CORPORATION

CITY OF DURANT

BY: _____
General Manager

Date Approved _____

BY: _____
Martin Tucker, Mayor

Cynthia J. Price, City Clerk

Date Approved _____



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From: Tiffany Steele, Assistant Grants Coordinator
Re: Discussion, Consideration, and Possible Action to Consider Approval of Contract for Hi-Lite Airfield Services, LLC. in the Amount of \$203,885.95 to Replace the Runway and Taxiway Markings at the Durant Regional Airport (C-2024-19 CC)

Bid award to Hi-Lite Airfield Services, LLC, in the amount of \$203,885.95 for the Runway and Taxiway Markings project was approved during the special called Airport Authority and City Council meetings on 05/06/24, contingent upon receipt of the FAA BIL grant. The FAA BIL Grant Agreement for 90% of the total cost of the project, \$217,225.00, was received and fully executed on 08/19/24 (C-2024-19 GA).

Council Information / Action Requested

Approval of Contract for Hi-Lite Airfield Services, LLC. in the Amount of \$203,885.95 to Replace the Runway and Taxiway Markings at the Durant Regional Airport (C-2024-19 CC)

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

City staff will work with KSA and Hi-Lite to successfully complete the Runway and Taxiway Markings project.

ATTACHMENTS:

1. C-2024-19 CC Runway and Taxiway Markings Project with Hi-Lite Airfield Services, LLC - SF
2. C-2024-19 CC Runway and Taxiway Markings Project with Hi-Lite Airfield Services, LLC - FULL CONTRACT

STANDARD FORM OF AGREEMENT

STATE OF OKLAHOMA §
CITY OF DURANT §

THIS AGREEMENT made and entered into this 17th day of September, 2024, by and between the **CITY OF DURANT**, acting through the Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and **Hi-Lite Airfield Services, LLC** of the City of Watertown, and the State of New York, Party of the Second Part, hereinafter termed CONTRACTOR.

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

Durant Regional Airport – Runway and Taxiway Marking Project

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

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

THE OWNER agrees to pay the Contractor in current funds Two-Hundred and Three Thousand, Eight-Hundred and Eighty-Five Dollars and Ninety-Five Cents Dollars (\$203, 885.95), such payments to be subject to the General and Special Conditions of the contract.

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

CITY OF DURANT
OWNER, Party of the First Part

Hi-Lite Airfield Services, LLC
CONTRACTOR, Party of the Second Part

By: _____

By: _____

STATE OF _____ §
CITY OF _____ §

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

GIVEN UNDER, my hand and seal of office this the ____ day of _____, A.D., 2024.

Notary Public in and for

County State

My Commission Expires: _____

STATE OF _____ OKLAHOMA §
CITY OF _____ DURANT §

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

GIVEN UNDER, my hand and seal of office this the ____ day of _____, A.D., 2024.

Notary Public in and for

City State

My Commission Expires: _____

CITY OF DURANT SERVICE AGREEMENT TERMS & CONDITIONS

1.1 The receiving party shall not be obligated to maintain the confidentiality of the Information if such Information: a) is or becomes a matter of public knowledge through no fault of the receiving party; b) is disclosed as required by law; provided that, the receiving party promptly notifies the disclosing party of such request to disclose so that disclosing party has the opportunity to seek a protective or similar order to prevent such disclosure of Information; c) is authorized, in writing, by the disclosing party for release; d) was rightfully in the receiving party's possession before receipt from disclosing party; or e) is rightfully received by the receiving party from a third party without a duty of confidentiality.

1.2 No license under any trademark, patent, copyright or other intellectual property right is granted, either expressed or implied, by the disclosing of such Information by the disclosing party to the receiving party.

2. DISPUTES/ARBITRATION/GOVERNING LAW/OTHER

2.1 The parties shall first try to resolve any dispute relating to or arising from the Agreement through good faith negotiations and agreement by the parties. If the parties are unable to resolve the dispute through negotiation and still seek resolution, the dispute may be submitted to, and settled by binding arbitration, by a single arbitrator chosen by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The prevailing party shall be entitled to reasonable and documented attorney's fees and administrative fees in the event an action is brought. Notwithstanding the foregoing, the arbitrator shall award any damages subject to the limitations on liability and indemnification recited herein. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address.

2.2 With regard to the subject matter recited herein, the Agreement (including addenda or amendments added hereto) comprises the entire understanding of the parties hereto and as such supersedes any oral or written agreement. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:

- a) The Order and Pricing Schedule
- b) The SOW
- c) This Attachment 1
- d) Any addenda added hereto

2.3 This Agreement shall not be modified or amended except by written amendment executed by both parties. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF are fully binding and constitute a legal method of executing the Agreement.

2.4 Sections 4, 5, 6, 7, 9 and 10 shall survive termination of the Agreement.

2.5 If any of the provisions of the Agreement are declared to be invalid, such provisions shall be severed from the Agreement and the other provisions hereof shall remain in full force and effect. The rights and remedies of the parties to the Agreement are cumulative and not alternative.

2.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

2.7 This Agreement is made under and shall be construed according to the laws of the State of Oklahoma, notwithstanding the applicability of conflicts of laws principles. Any legal actions to take place within Bryan County, Oklahoma.

2.8 The parties shall adhere to all applicable U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or materials received under the Agreement or the direct product of such technical data or materials to any proscribed country or person listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.

END OF SECTION

STANDARD FORM OF AGREEMENT

STATE OF OKLAHOMA §
CITY OF DURANT §

THIS AGREEMENT made and entered into this 17th day of September, 2024, by and between the **CITY OF DURANT**, acting through the Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and **Hi-Lite Airfield Services, LLC** of the City of Watertown, and the State of New York, Party of the Second Part, hereinafter termed CONTRACTOR.

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

Durant Regional Airport – Runway and Taxiway Marking Project

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

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

THE OWNER agrees to pay the Contractor in current funds Two-Hundred and Three Thousand, Eight-Hundred and Eighty-Five Dollars and Ninety-Five Cents Dollars (\$203, 885.95), such payments to be subject to the General and Special Conditions of the contract.

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

CITY OF DURANT
OWNER, Party of the First Part

Hi-Lite Airfield Services, LLC
CONTRACTOR, Party of the Second Part

By: _____

By: _____

STATE OF _____ §
CITY OF _____ §

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

GIVEN UNDER, my hand and seal of office this the ____ day of _____, A.D., 2024.

Notary Public in and for

County State

My Commission Expires: _____

STATE OF _____ OKLAHOMA §
CITY OF _____ DURANT §

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

GIVEN UNDER, my hand and seal of office this the ____ day of _____, A.D., 2024.

Notary Public in and for

City State

My Commission Expires: _____

CITY OF DURANT SERVICE AGREEMENT TERMS & CONDITIONS

1.1 The receiving party shall not be obligated to maintain the confidentiality of the Information if such Information: a) is or becomes a matter of public knowledge through no fault of the receiving party; b) is disclosed as required by law; provided that, the receiving party promptly notifies the disclosing party of such request to disclose so that disclosing party has the opportunity to seek a protective or similar order to prevent such disclosure of Information; c) is authorized, in writing, by the disclosing party for release; d) was rightfully in the receiving party's possession before receipt from disclosing party; or e) is rightfully received by the receiving party from a third party without a duty of confidentiality.

1.2 No license under any trademark, patent, copyright or other intellectual property right is granted, either expressed or implied, by the disclosing of such Information by the disclosing party to the receiving party.

2. DISPUTES/ARBITRATION/GOVERNING LAW/OTHER

2.1 The parties shall first try to resolve any dispute relating to or arising from the Agreement through good faith negotiations and agreement by the parties. If the parties are unable to resolve the dispute through negotiation and still seek resolution, the dispute may be submitted to, and settled by binding arbitration, by a single arbitrator chosen by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The prevailing party shall be entitled to reasonable and documented attorney's fees and administrative fees in the event an action is brought. Notwithstanding the foregoing, the arbitrator shall award any damages subject to the limitations on liability and indemnification recited herein. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address.

2.2 With regard to the subject matter recited herein, the Agreement (including addenda or amendments added hereto) comprises the entire understanding of the parties hereto and as such supersedes any oral or written agreement. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:

- a) The Order and Pricing Schedule
- b) The SOW
- c) This Attachment 1
- d) Any addenda added hereto

2.3 This Agreement shall not be modified or amended except by written amendment executed by both parties. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF are fully binding and constitute a legal method of executing the Agreement.

2.4 Sections 4, 5, 6, 7, 9 and 10 shall survive termination of the Agreement.

2.5 If any of the provisions of the Agreement are declared to be invalid, such provisions shall be severed from the Agreement and the other provisions hereof shall remain in full force and effect. The rights and remedies of the parties to the Agreement are cumulative and not alternative.

2.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

2.7 This Agreement is made under and shall be construed according to the laws of the State of Oklahoma, notwithstanding the applicability of conflicts of laws principles. Any legal actions to take place within Bryan County, Oklahoma.

2.8 The parties shall adhere to all applicable U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or materials received under the Agreement or the direct product of such technical data or materials to any proscribed country or person listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.

END OF SECTION

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SPECIAL CONDITIONS

SC-01. GENERAL DESCRIPTION OF WORK: Detailed descriptions of the several items of work are given in the Technical Specifications that follow.

SC-02. RESTRICTIONS ON TIME FOR WORK:

- A. It is the intent of this Contract to perform the work and limit the amount of time to a minimum that active areas are closed.
- B. See "Special Instructions" on Plans for ingress or egress to the project work areas.
- C. The *Durant Regional Airport* is manned during working hours. The Contractor shall monitor air-ground control radio at all times that work is being performed in the airfield. The radio shall be capable of both transmitting and receiving on the air-ground control frequency of 123.05 MHz. If for any reason emergency use of any runway and taxiway is required, the Contractor shall remove his equipment, tools, and men, leaving the runway clear as possible to a point at least 400 feet from the centerline of any runway and 65.5 feet from the centerline of a taxiway.

SC-03. SEPARATE INSURANCE: The Contractor will be required to maintain insurance of the types and amounts shown below throughout the duration of the project:

A. Type and Amount

TYPE	AMOUNT
1. Comprehensive General (Public) Liability - to include, but not limited to, the following:	<u>Bodily Injury:</u> \$250,000 per person \$500,000 per occurrence and
a) Premises/Operations	<u>Property Damage:</u> \$100,000 per occurrence
b) Independent contractors	--OR--
c) Personal injury liability/contractual liability (insuring indemnity provision within this contract)	Combined or Single Limit for Bodily Injury and Property Damage: \$500,000
	--OR--
AND, where the exposure exists, coverage for:	Combined single limit coverage (or equivalent) for bodily injury and property damage – \$1 million per occurrence
d) Products/Completed operations	
e) Explosion, Collapse and Underground Property Damage	
2. Worker's Compensation and Employer's Liability (where required by State law)	Statutory \$100,000 per occurrence

3. Comprehensive Automobile – to include coverage for:

- a) Owned/Lease automobiles
- b) Non-owned automobiles
- c) Hired cars

Bodily Injury

\$250,000

\$500,000

Occurrence

--AND--

Property Damage:

\$100,000 per occurrence

or

Combined Single Limit for

Bodily Injury and Property

Damage: **\$500,000**

The procuring of such policy of insurance shall not be construed to be a limitation upon Contractor's liability. Contractor's obligations are, notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities.

B. Other Insurance Requirements.

Prior to Start of Work: Contractor shall furnish to the Engineer certificates or copies of the policies, plainly and clearly evidencing required insurance, and thereafter new certificates prior to the expiration date of any prior certificate. Contractor understands that it is its sole responsibility to provide this necessary information and that failure to provide this information can be viewed as a breach of this contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Oklahoma. All policies shall be subject to examination and approval by the Sponsor's Attorney's office for their adequacy as to form, content, form of protection and providing company.

Insurance required by this contract for the City and Engineer as additional insured shall be primary insurance and not contributing with any other insurance available to City and Engineer, under any third part liability policy.

Contractor further agrees that with respect to the above required insurance, the City of Durant and Engineer shall:

- 1. Be named as additional insured/or an insured, as its interest may appear.
- 2. Be provided with a waiver of subrogation.
- 3. Be provided with 30 days advance notice, in writing, of cancellation or material change.

SC-04. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The number of calendar days allowed for completion of the project is stipulated in the Bid Proposal and in the Contract and shall be known as the Contract Time.

- 1. It is understood and agreed by and between the Owner and the Contractor that the time of completion herein set out is a reasonable time. The Contractor shall perform fully, entirely and in an acceptable manner, the work contracted for within the calendar days stated in the Contract. The calendar days stated in the Contract shall be counted from ten days after the effective date of the Owner's order to commence work or the date work commences, whichever occurs first and shall include all Sundays, holidays and non-work days. All calendar days, elapsing between the effective dates of any orders of the Engineer to suspend work and to resume work, for suspensions not the fault of the Contractor, shall be excluded. No allowances shall be made for delay or suspension of the prosecution of the work due to the fault of the Contractor.

2. Extensions of time for completion, under the condition of (2) (a) next below, will be granted; extensions may be granted under other stated conditions.
 - (a) If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.
 - (b) An average or usual number of inclement days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. If, however, it appears that the Contractor is delayed by conditions of weather, times, and seasons, so unusual as not to be reasonably anticipated, extensions of time may be granted.
 - (c) Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, extensions of time may be granted. Such causes of delay shall include, but not necessarily be limited to, the following:
 1. Priority or allocation order duly issued by the Federal Government.
 2. Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
 3. The amount of all extensions of time for whatever reasons granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.
 - (d) The amount of Liquidated Damages to be assessed shall be *seven hundred fifty dollars* (\$750) per calendar day that the work remains incomplete beyond the total contract time.
 1. Time is an essential element of the Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the facility and the cost to the Owner of the administration of the Contract, including engineering, inspection, and supervision, will be increased as the time occupied in the work is lengthened.
 2. Should the Contractor fail to complete the work as set forth in the Specifications and within the time stipulated in the Contract, there shall be deducted the amount shown in the schedule above, for each day of delay, from any monies or which may thereafter become due him, not as a penalty, but as ascertained and liquidated damages.
 3. Should the amount otherwise due to Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.
 - (e) If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he, may at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of this request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completions in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

SC-05. LEGAL HOLIDAYS: January 1st, Memorial Day, July 4th, Labor Day, Thanksgiving, and December 25th will be considered as being holidays; no other days will be so considered. No engineering supervision will be furnished on legal holidays or Sundays, except in an emergency. However, these days shall not be excluded from Contract time.

SC-06. DOCUMENTS FOR THE CONTRACTOR: The Engineer will furnish to the Contractor one (1) set of Specifications, and one (1) sets of half-size plans, along with electronic PDF copies. Additional sets, if requested, will be furnished at the costs of reproduction. Specifications and plans are available electronically.

SC-07. CLEAN UP:

- A. From time to time the Contractor shall clean up the site, including any work areas at the airport, in order that the site presents a neat appearance and the progress of the work not be impeded. One such period of clean up shall immediately precede final inspection.
- B. Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary plant, equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.
- C. Following each work shift, runways, taxiway, and aprons shall be left clean of all loose aggregate and other foreign matter.
- D. Clean up will not be measured for separate payment, but shall be considered subsidiary work pertaining to the several items of the Contract.

SC-08. ENTRANCE AND PARKING AREAS:

- A. Forces of the Engineer and of the Contractor shall enter and leave the airfield at the entrance gates shown on the Plans.
- B. During hours of work, privately owned vehicles shall be parked in the approved areas.
- C. During non-work hours, the Contractor's equipment which is to be left on the site, shall be stored in the area designated on the approved parking and storage plan.
- D. Material hauling trucks shall enter the airfield at the gates shown on the Plans, and shall proceed to the area of work by the most direct route, as approved by the manager of the Airport. They shall leave the airfield by the same route and gate. Where required by the Engineer, barricades to define driving lanes on the airport shall be employed.
- E. At the gate, the Contractor shall station a watchman to assure that closing of the gate when not in use and to minimize the entry of unauthorized persons and vehicles. The watchman shall enter on duty one (1) hour before the beginning of the scheduled work period, and shall remain on duty one (1) hour past the end of the actual work period.

SC-09. CLEARANCE FOR USE WITH FAA: At the end of each work period, the Engineer and Owner's Representative shall determine that the work area is ready for return to service. They will inform the representative of Federal Aviation Administration, of the results of their inspection. It shall be the privilege of the FAA representative to make inspections also. If such inspection is desired, the representative and the Engineer shall develop a method of inspection that will produce the required information, and without interference with the work.

SC-10. SAFETY:

- A. Safety at the airport is a prime concern of the airport manager. The Contractor promptly shall comply with any instruction given by the airport manager or his representative.
- B. All construction shall be subject to the inspection of the airport manager, and shall meet his approval.

SC-11. EXISTING CABLES: All airfield lighting cables, all FAA cables and any foreign cables shall be located prior to construction. The Contractor shall locate all airfield lighting cable; FAA and the Engineer shall locate the FAA cables. Construction shall not begin until all parties have located all of their respective cables.

SC-12. REPAIR OF EXISTING UTILITIES: There are some existing utilities in the area of the reconstruction. The Contractor shall immediately notify the Engineer of any utility encountered and report any interruption of any utility immediately to the utility and the Engineer. Any damaged facilities shall be replaced or repaired in accordance with FAA Specifications or as directed by the Engineer.

SC-13. DAYTIME WORK RESTRICTION:

- A. In order to maintain air traffic at the *Durant Regional Airport* during the construction of the project, the Contractor shall construct the area of improvements, in phases as outlined on the phasing plans in the contract drawings.

It shall be the responsibility of the Contractor to insure that the apron is cleared of all debris as a result of his construction activity prior to opening said area for traffic.

- B. It shall be the full and sole responsibility of the Contractor to provide the required coordination, and to receive and comply with all instruction issued to him by traffic control or the Engineer.
- C. Contact and control shall be by two-way operating radio, tuned to the specified frequency and shall be guarded at all times during the hours of work to assure receipt of information and instructions.
 - 1. The Contractor shall provide, for use of his personnel, at least one (1) radio. The radio shall be maintained in good and operable condition at all times.
 - 2. The radio furnished by the Contractor for use of his personnel shall remain his property and shall be recovered by him.
- D. Upon direction from airport management, operations, Engineer, or Engineer's Representative at the *Durant Regional Airport*, the Contractor shall move all of his equipment and personnel to an area, or areas, at least 400 feet from the edge of runway pavement, and at least 65.5 feet from the edge of taxiway pavement. Equipment and personnel shall not be returned to the restricted work area until permission for such return is granted by air traffic control. In the clearing of restricted work areas, movement shall not be to any area opposite the ends of the runway.

SC-14. CONSTRUCTION ACTIVITY AND AIRCRAFT MOVEMENTS:

- A. Safety requirements for construction activity affecting aircraft movement area have been coordinated with the airport owner, FAA and other interested parties. As a result of this coordination, a work sequence intending a minimum of disruption to aircraft operations has been developed. The resulting restriction imposed on the Contractor have been included as a part of the Contract provisions.
- B. During the time that the Contractor is performing the work, the aprons, taxiways, and runways at the airport will remain in use by aircraft, to the maximum extent allowable. The use by aircraft of runways and taxiways adjacent to the areas where the Contractor is working will be so scheduled as to minimize disturbance to the Contractor's operations. Aircraft operations, unless otherwise specified in the Contract Specifications, shall always have priority over any and all of the Contractor's operations. The Contractor shall not allow his employees, Subcontractors, material suppliers, or any other persons over whom he has control, to enter or remain upon any part of the airport, which would be a hazardous location. Should aprons, runways, or taxiways be required for use of aircraft, and should the Contractor be too close to the portion used by aircraft for safety, the Engineer may at his sole discretion order the Contractor to suspend his operations, remove his personnel plant, equipment, and materials to a safe distance and stand by until the runway and taxiways are no longer required for use by aircraft.

SC-15. LIMITATIONS ON CONSTRUCTION: The following restrictions shall normally pertain for activity at the *Durant Regional Airport*. In cases where it has been determined that the following restrictions are inappropriate, similar requirements shall be developed resulting from the provisions of paragraph SC-17.A. on a case-by-case basis.

- A. When construction is being accomplished adjacent to an active runway when visibility minimums are below 3/4 mile as determined by the *Durant Regional Airport*, equipment shall not be permitted within 400 feet from the runway centerline.
- B. All work, which is too close to the runway for accomplishment during condition SC-14 a. above, shall be performed during periods when the runway is not in used. (Ref. NOTAM requirements paragraph SC-17).
- C. When construction work is being accomplished adjacent to an active runway, equipment below the VFR 7:1 slope, but penetrating the IFR 7:1 slope shall be obstruction-marked and lighted for night operations.
- D. Men, equipment, or other construction related material will be permitted adjacent to an apron or active taxiway provided that such activity is first coordinated with the users and appropriate NOTAMS issued. Additionally, barricades with flashers for night operations will be required to mark the area to prevent aircraft from inadvertently entering the construction area.
- E. Flare pots will not be permitted for temporary lighting of pavement areas or to denote construction limits.
- F. Construction equipment shall not exceed a height of **25** feet above the airport surface.

SC-16. CONSTRUCTION ACTIVITY IN THE VICINITY OF NAVIGATIONAL AIDES: Construction activity in the vicinity of FAA navigational aids (e.g., ILS, VOR, ASR, ATCT) require special consideration. Prospective Bidders are alerted to this fact and will be required to closely coordinate the work with the local Airway Facilities Sector as a condition of bid.

SC-17. NOTAMS:

- A. The Airport Manager will issue the necessary NOTAMs to reflect hazardous conditions. It is important that NOTAMs be kept current and reflect the actual condition with respect to construction situations. Active NOTAMs shall be reviewed periodically and revised to reflect the current conditions.
- B. **Inspection.** Frequent inspections will be made by both the Engineer, Airport Manager and FAA personnel during critical phases of the work to insure that the Contractor is following the required safety procedures.

SC-18. MOTORIZED VEHICLES:

- A. When any vehicle other than those routinely used in the aircraft movement area and runway approach area is require to travel over any portion of that area, it should be escorted by a vehicle properly identified to operate in the area or provided with a flag on a staff so attached to the vehicle so that the flag will be readily visible. The flag should be not less that three (3) square feet consisting of a checkered pattern of international orange and white squares of not less than one (1) foot on each side and displayed in full view above the vehicle. A flag or escort vehicle is not required for vehicles, which have been painted, marked and lighted of routine use on aircraft movement areas. Any vehicle operating on the movement area during the hours of darkness should be equipped with a flashing red dome-type light.
- B. No ground vehicles are permitted onto active taxiways, or runways unless they are in two-way radio communications with air traffic control, or escorted by a vehicle with such communications, and have been appropriately cleared by air traffic control.

- C. It may be desirable to clearly identify the vehicles for control purposes by either assigned initials or numbers prominently displayed on each side. The identifying symbols should be of eight (8) inch minimum, block-type characters of a color easily read. They may be applied by use of tape or water soluble paint to facilitate removal. In addition, all vehicles must display the identification media as specified in the approved airport security plan if applicable.
- D. **Debris.** Waste and loose material capable of causing damage to aircraft landing gears, propellers or being ingested in jet engines shall not be placed on active aircraft movement areas. Material tracked on these areas shall be removed continuously during the work project.

SC-19. LABORATORY: All quality assurance testing for acceptance shall be done by the laboratory employed by the Owner. The Contractor shall provide his own quality control testing and pay for all quality control testing at no cost to the Owner. Any quality assurance tests which indicate that the material is not meeting the requirements of the plans or specifications shall be paid for by the Contractor at no cost to the Owner. The cost for all failed tests shall be invoiced to the Contractor by the testing laboratory. Invoices for failed tests shall be paid within 30 calendar days.

SC-20. THIRD PARTY COVERAGE: The Owner and KSA Engineers, Inc., shall be named as additional insured on the Contractor's insurance policies.

SC-21. SURFACE PREPARATION: Particular attention should be given to the edges of pavement. It will be the decision of the Engineer as to which areas receive blading.

SC-22. CONSTRUCTION STAKING: The Contractor shall be responsible for setting any and all construction stakes and markings which he may need during this project. The Engineer will provide horizontal and vertical control points (only) for use by the Contractor's surveyors in establishing line and grade stakes.

SC-23. WORKING HOURS: All work shall be conducted between the hours of 7:00 a.m. and 8:00 p.m. In all cases, a representative from the Engineer's office shall be notified each day of the next day's schedule. Contractor does have the option to do preparation and set-up during night-time hours provided sufficient project lighting is utilized. *Project lighting must be approved by the Engineer.* No paving operations will be permitted during night-time hours. Storage of equipment shall be at a site specified by the Engineer.

SC-24. RADIO OPERATIONS: Whenever the Contractor is within 250 feet of an active runway, he shall maintain constant radio contact with the Unicom frequency.

SC-25. ACCESS ROUTES: This set of plans has designated access routes onto various spots around the airport. If the Contractor wishes to propose routes other than those established, consideration will be given to them during the Preconstruction Conference. Regardless of the routes chosen, the Contractor will be required to leave the route in as good or in better condition than he found them in the opinion of the Engineer. If this route requires the Contractor to cross an existing grassed area, he shall expect that all pavement, rock or anything other than soil shall be removed upon completion of the usage of this route, and re-graded and seeded to a condition comparable to the existing state. The Contractor shall be considerate to others using these routes. If the Contractor has to go through an existing gate, or is required to build a gate, he shall furnish the Engineer and Airport Manager with a key to the lock on the gate. The Contractor shall repair all access roads which are damaged by construction traffic to original or better condition at no expense to the owner. Repair, regrading, and re-establishing grass of access roads shall be considered subsidiary to the mobilization bid item.

SC-26. SAFETY DURING CONSTRUCTION: The Contractor shall adhere to the requirements and recommendation as set forth in **AC 150/5370-2G**, which are located by reference in the Appendix of this contract.

SC-27. MARKING: All pavement markings shall be in accordance with FAA Item P-620, Runway and Taxiway Painting, and Advisory Circular 150/5340-1M.

SC-28. GEOTECHNICAL INVESTIGATIONS: ~~It is the Contractor's responsibility to review and confirm the effort required and equipment needed to complete the work in accordance with these contract documents.~~

SC-29. ENGINEER: The work "Engineer" in these specifications shall be understood as referring to KSA Engineers, Inc., supervisor or inspector as may be authorized by said Owner to act in any particular position.

SC-30. SCOPE OF WORK: The Contractor shall furnish all materials required and shall furnish all labor, equipment, tools, machinery, superintendence and all else required to complete all construction according to the "Proposal" and as shown on the plans for the contract. The work covered under this contract includes the construction of apron improvements as shown on the plans and all appurtenances and related items.

SC-31. ARREARS: No money shall be paid by the Owner upon any claim, debt, demand or account whatsoever, to any person, firm or corporation who is in arrears to the City of Durant, Oklahoma for taxes. The Owner shall be entitled to counterclaim and offset against any such debt, claim, demand or account in the amount of taxes so in arrears and no assignments or transfers of such debt, claim, demand or account after the said taxes are due shall affect the right of the Owner to so offset the said taxes against the same.

SC-32. PROJECT PROGRESS TO COMPLETION: The Contractor shall diligently pursue the job from the date work commenced without extended interruption until the project is complete and accepted.

When work is commenced, absence from the project for more than 10 days without written consent will constitute abandonment of the project. Absence shall be defined as making no measurable progress toward completion of the project. For example, checking to ensure that barricades are up and lighted shall not constitute progress toward the completion of the project. The Contractor shall complete the project with the time bid.

SC-33. PARTIAL AND FINAL PAYMENT: On the last day of each month, when the Contractor is due to receive either partial or final payment for the work that has been performed, an estimate shall be made by the Engineer and supplied to the Contractor for his approval. The Contractor shall verify the quantities as shown with the Owner's Inspector prior to signing the monthly estimate as approved. The Contractor will be allowed 10 days in which to protest the correctness of the estimate, otherwise the estimate will stand.

SC-34. RECORDS OF MATERIALS PURCHASED: By the first of each month, the Contractor shall furnish to the Engineer one (1) copy of all invoices for materials furnished to be incorporated into the work plus a statement of all materials previously included on monthly estimates and incorporated into the work during the preceding month. This information is to be used to determine the value of materials on hand to be included in the monthly estimate for periodical payments as prepared by the Engineer. If the Contractor fails to furnish this information, no materials shall be included on the monthly estimates until they are permanently incorporated into the work.

SC-35. SUBCONTRACTORS: No part of this project shall be subcontracted without written permission from the Engineer. In the event permission is given for a subcontract, the Owner and the Engineer will not recognize such subcontractors in supervision of the construction or in making monthly payments for work accomplished. The general Contractor shall be primarily responsible for all work, and shall receive all payments.

SC-36. MATERIALS AND WORKMANSHIP: No materials, which have been used by the Contractor for any temporary purpose whatever are to be incorporated in the permanent structure without written consent of the Engineer. All materials to be used shall be new.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "or accepted equal" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing in the opinion or judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or accepted equal" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the material, article or process specifically designated shall be used unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.

SC-37. SUPERINTENDENCE OF CONSTRUCTION: The Contractor shall be personally in charge of all construction work or shall have on the job a competent construction superintendent. In the absence of the superintendent from the job site, an acting-superintendent shall be appointed to be in full charge of the work. The superintendent and acting-superintendent shall be given full authority to follow any and all instructions given by the Engineer or his representative.

SC-38. GUARANTEE: The Contractor shall guarantee the materials he furnishes and the installation he has performed for a period of one (1) year of operation after the date of final acceptance by the Owner.

In the event a defect is found during the guarantee period, the Contractor will be notified and he shall immediately repair the defect, furnishing and installing all materials as necessary to repair the apron and taxiway improvements and/or appurtenances constructed under this contract in a manner satisfactory to the Owner and the Engineer.

The period of the guarantee shall be one (1) year of satisfactory service from the date of final acceptance of the work by the Owner and the Engineer. In the event it is necessary to take the apron or taxiway or an appurtenance out of service because of defective materials or workmanship, the period of guarantee shall be extended until the apron or taxiway or appurtenance has been in continuous service for a period of one (1) year.

Prior to final acceptance, the Contractor will furnish an affidavit of bills paid and a one (1) year maintenance bond for 100 percent of the total contract in favor of the Durant Regional Airport, to the City of Durant, Oklahoma.

SC-40. SECURITY: Contractor shall be responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state and/or local government entity regarding airport and/or airfield security as they relate to Contractor's operations at the airport.

END OF SPECIAL CONDITIONS

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DIVISION II

GENERAL PROVISIONS

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Part 1 – General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).

Paragraph Number	Term	Definition
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of

Paragraph Number	Term	Definition
		calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to

Paragraph Number	Term	Definition
		complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

Paragraph Number	Term	Definition
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Durant, Oklahoma and the Durant Regional Airport.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

Paragraph Number	Term	Definition
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR . May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards

Paragraph Number	Term	Definition
		for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

Paragraph Number	Term	Definition
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	[None]

END OF SECTION 10

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.
- b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **30** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within **15** calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer ~~or RPR~~ shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer ~~or the RPR~~ may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's ~~RPR's~~ opinion, is necessary for completion of the extra work.

When determined by the Engineer ~~RPR~~ to be in the Owner's best interest, the Engineer ~~RPR~~ may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of

the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, the Engineer RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer and Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the **Engineer RPR** and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the **Engineer RPR**; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the **Engineer's RPR's** approval in advance of such use.

Should the **Engineer RPR** approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the **Engineer RPR** approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

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Section 50 Control of Work

50-01 Authority of the Engineer Resident Project Representative (RPR). The Engineer RPR has final authority regarding the interpretation of project specification requirements. The Engineer RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The Engineer RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the Engineer RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the Engineer RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The Engineer RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the Engineer RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the Engineer's RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the Engineer RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The Engineer RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited

ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the **Engineer RPR** for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions.

Special Provisions can be seen in Division I.

50-05 Cooperation of Contractor. The Contractor shall be supplied with [five] hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the **Engineer RPR** and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the **Engineer RPR** or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the **Engineer RPR** that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper

execution and control of the work on this project will be provided to the **Engineer RPR**. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the **Engineer and RPR** for each area of construction and for each placement of material as specified to allow the **Engineer and RPR** to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the **Engineer and RPR** prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **CAD File and .txt Point File**.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the **Engineer RPR** for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The **Engineer and RPR** shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the **Engineer RPR** requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the **Engineer and RPR** of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the **Engineer and RPR** may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the **Engineer RPR** as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the **Engineer RPR**. Work done contrary to the instructions of the **Engineer RPR**, work done beyond the lines shown on the plans or as established by the **Engineer RPR**, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the **Engineer RPR** made under the provisions of this subsection, the **Engineer RPR** will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the **Engineer RPR** shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the **Engineer's RPR's** notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the **Engineer RPR** to make final inspection of that unit. If the **Engineer RPR** finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the **Engineer RPR** may accept it as being complete, and the Contractor may be relieved of further responsibility for that

unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer, RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the Engineer RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the Engineer RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the Engineer RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

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Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the **Engineer RPR** as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the **Engineer's RPR's** option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the **Engineer RPR** before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the **Engineer RPR** shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the **Engineer RPR**, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the **Engineer RPR**. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the **Engineer RPR**.

A copy of all Contractor QC test data shall be provided to the **Engineer and RPR** daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the **Engineer RPR** showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The **Engineer RPR** may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the **Engineer RPR**.

When a material or assembly is specified by “brand name or equal” and the Contractor elects to furnish the specified “or equal,” the Contractor shall be required to furnish the manufacturer’s certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The **Engineer RPR** shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The **Engineer RPR** reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The **Engineer RPR** or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the **Engineer RPR** conduct plant inspections, the following conditions shall exist:

- a. The **Engineer RPR** shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The **Engineer RPR** shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the **Engineer RPR**, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. The Contractor shall provide dedicated space for the use of the Engineer, RPR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the **Engineer and RPR**. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the **Engineer RPR**. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage

of materials on private property. Upon request, the Contractor shall furnish the **Engineer RPR** a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the **Engineer RPR**.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the **Engineer RPR** has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

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Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: **Contractor to refer to Project Plans and Technical Specifications.**

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the **Engineer RPR**.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the **Engineer RPR**, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the Engineer and RPR. If the Engineer and RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the Engineer RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) 04 & 05 of the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer and RPR have witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer, RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld

when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. **Contractor shall refer to the Project Phasing Plan(s) located in the Plan Set.**

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor’s responsibility for work. Until the Engineer’s RPR’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the **Engineer RPR**.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the **Engineer RPR**.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the **Engineer and RPR** and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the **Engineer RPR** continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their

authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer and RPR. The Engineer RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. Refer to Division I.

END OF SECTION 70

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Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the **Engineer** ~~Resident Project Representative (RPR)~~.

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the **Engineer ~~RPR~~ 14 days prior to being utilized on the project. As a minimum, the information shall include the following:**

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within **14** days of the NTP date. The Contractor shall notify the **Engineer** ~~RPR~~ at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the **Engineer's** ~~RPR's~~ review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the **Engineer** ~~RPR~~, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The **Engineer** and ~~RPR~~ will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the **Engineer's** ~~RPR's~~ request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the **Engineer** ~~RPR~~ at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the **Engineer RPR**) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the **Engineer RPR** and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

Refer to the Phasing Plan(s) for additional information.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the **Engineer RPR**, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the **Engineer RPR**, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the **Engineer RPR**.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the **Engineer RPR** may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the **Engineer RPR**. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the **Engineer RPR** to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the **Engineer RPR** determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the **Engineer RPR** may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the **Engineer RPR** within the time period stated in the **Engineer's RPR's** order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The **Engineer RPR** will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Phase 1	\$750 per Calendar Day	10 Calendar Days
Phase 2	\$750 per Calendar Day	7 Calendar Days
Phase 3	\$750 per Calendar Day	7 Calendar Days
Phase 4	\$750 per Calendar Day	6 Calendar Days
Total	\$750 per Calendar Day	30 Calendar Days

The maximum construction time allowed for Schedules 1 to 3 will be the sum of the time allowed for individual schedules but not more than **30 calendar days**. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the **Engineer** ~~RPR~~ prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the **Engineer RPR**, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the **Engineer RPR**.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the **Engineer RPR** in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the **Engineer RPR** and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the Engineer RPR . If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this

Term	Description
	purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the <u>Engineer</u> RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.

Term	Description
	In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the Engineer and RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of

anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the Engineer RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Engineer RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer's RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, 5% percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

- (1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the Engineer RPR that supports the value of retainage held by the Owner for partially accepted work.
- (2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made

an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

When at least 95% of the work has been completed to the satisfaction of the Engineer RPR, the Engineer RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the Engineer RPR at or on an approved site.
- b. The Contractor has furnished the Engineer RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the **Engineer RPR** will prepare the final estimate of the items of work actually performed. The Contractor shall approve the **Engineer's RPR's** final estimate or advise the **Engineer RPR** of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the **Engineer RPR** shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the **Engineer's RPR's** final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the **Engineer's RPR's** estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the **Engineer's RPR's** final estimate, and after the **Engineer's RPR's** receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

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DIVISION III

TECHNICAL SPECIFICATIONS

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Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control**DESCRIPTION**

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the ~~Engineer~~ Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the ~~Engineer~~ RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The Engineer and RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the Engineer RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the Engineer RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the Engineer RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the Engineer RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The Engineer RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of

silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the Engineer RPR.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by the Engineer RPR. Completed and accepted work will be measured as follows:

- a. Rock Construction Exits will be measured by each exit installed and accepted by the Engineer in accordance with the plans and specifications. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation and maintenance of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the Engineer RPR and measured as provided in paragraph 102-4.1 will be paid for under:

Item C-102-5.1	Rock Construction Exit – per each
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Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the Engineer RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33	<i>Hazardous Wildlife Attractants on or Near Airports</i>
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AC 150/5370-2	<i>Operational Safety on Airports During Construction</i>
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ASTM International (ASTM)

ASTM D6461	<i>Standard Specification for Silt Fence Materials</i>
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United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

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Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to **10 percent** of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 40%.
- b. When 50% or more of the original contract is earned, an additional 50%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105 Mobilization

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 –

Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 –

Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the **Engineer Resident Project Representative (RPR)**. The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer’s certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer’s surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the **Engineer Resident Project Representative (RPR)** prior to the initial application of markings. The reports can be used for material acceptance or the **Engineer RPR** may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the **Engineer** and RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the **Engineer** and RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint ¹				Glass Beads ²	
Type	Color	Fed Std. 595 Number	Application Rate Maximum	Type	Application Rate Minimum
Type I or II	White	37925	115 ft ² /gal (2.8 m ² /l)	Type I	7 lb/gal (0.85kg/l)
Type I or II	Yellow	33538 or 33655	115 ft ² /gal (2.8 m ² /l)	Type I	7 lb/gal (0.85 kg/l)
Type I or II	Black	37038	115 ft ² /gal (2.8 m ² /l)	N/A	No Beads
Temp. Type I or II	White, Yellow, and Red	See Above	230 ft ² /gal (5.6 m ² /l)	N/A	No Beads

¹ See paragraph 620-2.2a

² See paragraph 620-2.2b

a Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

b Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I, Type II, Type III. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used for Type III shall be 100% cross

linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-1 with intensities equal to those produced by an acrylic resin known to be 100% cross linking.

c Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A.

Glass beads for red and pink paint shall meet the requirements for Type I, Gradation A. Glass bead application rate for Red and Pink paint shall be reduced by 2 lb/gal (0.24 kg/l) for Type I and Type IV beads.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the **Engineer RPR**. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the **Engineer RPR** to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the **Engineer RPR** minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the **Engineer RPR**. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufacturers application and surface preparation requirements must be submitted to the **Engineer RPR** prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the **Engineer RPR**.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the **Engineer** and RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with 3 readings

taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m ² /lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than ¹	100	75	10

¹ Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the Engineer RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1a The quantity of marking removal shall be paid for shall be measured by the number of square feet (square meters) of removal. Contractor shall refer to plan set for removal limits and quantities.

~~**620-4.1b** The quantity of surface preparation shall be measured by lump sum.~~

620-4.1c The quantity of markings shall be paid for shall be measured by the number of square feet (square meters) of painting.

620-4.1d The quantity of reflective media shall be considered subsidiary to the various project items.

BASIS OF PAYMENT

620-5.1a This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the Engineer RPR in accordance with these specifications.

620-5.1 Payment for marking removal shall be made at the contract price for the number of square feet (square meters) of markings removed.

620-5.2 Payment for surface preparation shall be considered subsidiary to the various project items.

620-5.3 Payment for markings shall be made at the contract price for by the number of square feet (square meters) of painting.

620-5.4 Payment for reflective media shall be considered subsidiary to the various project items.

Payment will be made under:

Item P-620-5.1	Pavement Marking Removal per square foot (square meter)
Item P-620-5.2a	White Markings (Reflective) per square foot (square meter)
Item P-620-5.2b	Yellow Markings (Reflective) per square foot (square meter)
Item P-620-5.2c	Black Markings (Non-Reflective) per square foot (square meter)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200 Hazard Communication	

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne

FED STD 595	Colors used in Government Procurement
Commercial Item Description	
A-A-2886B	Paint, Traffic, Solvent Based
Advisory Circulars (AC)	
AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

ITEM KSA-100 PROJECT SCHEDULE, MOBILIZATION AND FIELD OFFICE**DESCRIPTION**

100-1.1 The work covered by this section consists of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

This item shall also cover the mandatory project schedule to be updated and provided to the Engineer, as described herein.

100-1.2 PROJECT SCHEDULE. A complete project schedule shall be provided by the Contractor at the Pre-Construction meeting and shall be explained by the Contractor to the meeting attendees. Any necessary runway and /or taxiway shutdown dates may be determined at the Pre-Construction meeting, or at a later time, as approved by the airport manager and coordinated by the Resident Project Representative.

Interim project schedules shall include the following, as necessary:

- a. Original baseline schedule;
- b. Updated schedule to current construction activity;
- c. Adjusted critical path; and
- d. Adjusted runway and/or taxiway shutdown dates.

The Engineer, at their discretion, may request an updated interim project schedule. If requested, the corresponding month's pay request will not be processed until the updated interim project schedule has been submitted to the Engineer. Any delay in the Engineer receiving the updated interim project schedule will cause a delay in processing that month's pay request. Refer to the General Notes as shown on the plans for any additional requirements.

100-1.3 STAGING AREA. The area designated on the plans as the Contractor's staging area, including ingress and egress to the construction site, shall be prepared for the storage of equipment and supplies. This shall include, but not be limited to, grading, gates (for the Contractor's equipment and supplies), power supply, telephone service, field offices, etc., necessary for the Contractor to perform his responsibilities as required by the Contract. Restoring the site to pre-project conditions by grading and establishing grass shall be included in this item. The installation of a safety fence around the perimeter of the staging areas shall also be included in this bid item, as necessary.

~~**100-1.4 FIELD OFFICE.** A temporary field office with security lock and "complete" set of keys separated from the Contractor's Field Office shall be furnished to the Engineer for his sole use. The office shall be in clear view of the project area. The office shall be structurally sound, meet all local building codes for temporary structures and have a minimum of the following:~~

- ~~a. 150 square feet of floor space;~~
 - ~~b. Entrance steps, as necessary;~~
 - ~~c. One office desk with office chair;~~
 - ~~d. One table suitable for drafting and layout with drafting chair;~~
 - ~~e. One table with chairs suitable for meetings;~~
 - ~~f. Filing cabinet and storage shelves;~~
 - ~~g. Commercial power supply with adequate outlets and lights;~~
 - ~~h. Approved heating and/or cooling units;~~
 - ~~i. Drinking water;~~
 - ~~j. Toilet facilities;~~
 - ~~k. Separate phone line and equipment including local phone service;~~
 - ~~l. 3 MBps Internet service;~~
 - ~~m. Copy machine and supplies; and~~
 - ~~n. Portable hand held aviation band radio.~~
- Contractor shall be responsible for payment of all monthly utility bills and installation fees.

Contractor shall allow the Engineer and Resident Project Representative (RPR) to utilize their Field Office , if needed, during the construction period.

100-1.5 ADDITIONAL REQUIREMENTS. Refer to the General Notes as shown on the plans for additional requirements.

METHOD OF MEASUREMENT

100-2.1 Measurement for this item will be as shown in Part 1 – General Provisions, Section 105 Mobilization.

BASIS OF PAYMENT

100-3.1 All work covered by this section will be paid for as shown in Part 1 – General Provisions, Section 105 Mobilization

Payment will be made under:

Item 100-3.1 Mobilization, Etc. Per lump sum

END OF ITEM 100

ITEM KSA-101 SHOP DRAWINGS, PROJECT DATA, AND SAMPLES**DESCRIPTION**

101-1.1 Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing, processing, delivery, reproduction and other necessary functions incidental to scheduling and handling of shop drawings, project data, and samples as indicated on the plans and/or as specified, in accordance with provisions of the Contract Documents, and completely coordinated with work of all trades.

- a. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for completion of work under this item shall be furnished and performed as part of this item.
- b. See appropriate sections for specific items for which data and/or samples are required.

101-2.1 SUBMITTAL, ADDRESS. All items shall be submitted electronically. The preferred method of submission is utilizing the Newforma Info Exchange project page provided by KSA. KSA will provide a link to the project page for the Contractor to make submittals, to submit RFI's, and upload large files as necessary. There is no cost for using this service. If for some reason the Contractor cannot utilize the Newforma Info Exchange project page for submission, the Contractor shall submit one scanned copy of the submittal via the email to the Project Manager, Trevor Self, P.E., at tself@ksaeng.com.

101-3.1 SUBMITTALS, GENERAL.

- a. Contractor shall be responsible for and make all submissions. All items shall be transmitted electronically and include a Contractor's review stamp.
- b. Submittal 000 shall be for the Project Schedule. Each following schedule after the first initial submission shall be 000-01, 000-02, 000-03, continued for the entire duration of the project.
- c. Each transmittal after the Project Schedule will be sequentially numbered starting with No. 001.
 - (1) An item that is resubmitted will retain the original number but with an added suffix starting with – 01, example Submittal 005-01.
 - (2) Only one specification division should be covered by one letter of transmission.
 - (3) Sufficient catalog information together with catalog cuts and technical data must be submitted to allow an evaluation to be made to determine whether or not the item in question is acceptable.
- d. No submittals will be returned to subcontractors. Submittals transmitted to the Engineer by anyone other than the Prime Contractor will be returned to the Prime Contractor.
- e. Submit items sufficiently in advance of date required to allow reasonable time for review, and to allow for resubmission if necessary. Items submitted without Contractor's approval stamp will be returned, without action, for resubmission. Items that are not submitted in accord with the provisions of this item will be returned, without action, for resubmission.

- f. Operation and Maintenance Manual, and/or warranties where required, shall be separate transmittal.

101-4.1 SUBMITTALS, SHOP DRAWINGS PROCEDURE.

- a. Submit as indicated above. Identify submittals as to manufacturer, item, use, type, project designation, specification section or drawing detail reference, and other pertinent information.
- b. Submit an electronic copy of each submittal until approval is obtained.
- c. Allow clear space for stamping on right hand side. Contractor shall stamp his approval on drawings prior to submission to Engineer as indication of his checking and verification of dimensions and coordination with interrelated items. Marks on submittals by Contractor shall not be in red.
- d. Submit standard items like equipment brochures, cuts of fixtures, or standard catalog items (reproducible not required). Indicate exact item or model and all proposed options. Include scale details, sizes, dimensions, performance characteristics, capacities, wiring diagrams, controls, and other pertinent data.

101-5.1 SUBMITTALS, SAMPLES.

- a. Submit to address indicated above. Identify submittals as to manufacturer, item, use, type, project designation, specification section of drawing detail reference, and other pertinent information.
- b. Forward with transmittal letters. Include brochures, shop drawings, and installation instruction. Contractor shall stamp his approval on drawings prior to submission to Engineer as indication of his checking and verification of dimensions and coordination with interrelated items. Resubmit samples of rejected items.
- c. Approved samples submitted or constructed, constitute criterion for judging completed work. Finished work or items not equal to samples will be rejected.
- d. Samples will be retained for comparison purposes and/or the Contractor shall remove samples as directed. Contractor shall pay all costs of furnishing and removing samples.

101-6.1 SUBMITTALS, APPROVAL OR REJECTION.

- a. Transmittals returned with Approval are considered ready for fabrication and/or installation. If for any reason a transmittal that has an A or B approval is resubmitted, it must be accompanied by a letter pointing out the changes that have been made and the reason for the re-submittal. It shall be the Contractor's responsibility to assure that the previously approved documents are destroyed when they are superseded by a re-submittal as such.
- b. Transmittals with approval combined with Action "Revise and Resubmit" or "Rejected" will be individually analyzed giving consideration as follows:
 - (1) If the items or system proposed is acceptable and the majority of the major individual components (Drawings or Documents) are in compliance; however, there are some minor

items not in compliance. The portion of the transmittal given "Revise and Resubmit" or "Rejected" will not be distributed (unless previously agreed to otherwise). Copies of the "Revise and Resubmit" or "Rejected" drawings will be marked up and returned to the Contractor electronically. It shall be the Contractor's responsibility to insure that these items are corrected and resubmitted.

- (2) If the items or system proposed are acceptable; however, the major part of the individual drawings or documents are incomplete or require revision, the entire submittal will be given "Revise and Resubmit" or "Rejected" action. Again, it is reiterated that this is at the sole discretion of the Engineer and some drawings may contain relatively few or no comments for the statement, "Resubmit" to maintain a complete package. Distribution to the Owner and field will not be made unless previously agreed to otherwise.
- (3) Approval is general and does not permit departure from Contract Documents; relieve Contractor from responsibility for errors in detail, dimensions or related items; approve departure from previous instructions or details; components, wiring, etc., required to make item operational or usable.
- (4) Manufacture or fabrication of items prior to final approval is at Contractor's own risk.

101-7.1 REQUIRED SHOP DRAWINGS, CERTIFICATE, OR REPORTS. Shop drawings, certificate, or reports shall be submitted on the following items, as appropriate, for approval. The following list is not considered all-inclusive. The Contractor shall supply all submittals required by the plans and specifications.

- | | |
|--------------------------------------|--------------------------------|
| a. Project Schedule | c. Pavement Paint Certificates |
| b. Glass Beads for Pavement Markings | |

END OF ITEM 101

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ITEM KSA-103 RAIN DELAYS**DESCRIPTION**

103-1.1 The Contractor shall anticipate the following number of work days lost due to rain in determining the contract schedule. A rain day is defined as any day in which the amount of rain measured by the National Weather Service at the Coleman Municipal Airport is 0.10 inch or greater. No extension of time will be considered until the expected number of rain days has been exceeded and the Engineer has agreed that the status of construction was such that there was an impact detrimental to the construction schedule.

The following table represents the average rain delays per month based on the National Climatic Data Center for the "Durant, OK US".

January	4 Days	April	5 Days	July	4 Days	October	5 Days
February	5 Days	May	7 Days	August	3 Days	November	5 Days
March	6 Days	June	6 Days	September	4 Days	December	4 Days

Total Average Rain Delays for Durant, OK = 58

RAIN DELAY CALCULATION

103-2.1 For each rain delay accepted by the engineer, the actual accepted rain delay time shall be compared to the monthly average. Any month which has less than the specified average shall carry over the difference to the following month. Any month which has more than the specified average shall be considered as an "Abnormal Rain Delay".

At the end of the project the Total Abnormal Rain Delays shall be calculated by subtracting the Total Average Rain Delays by the Total Actual Rain Delays Accepted. The difference between the two values shall correspond to the number of "Abnormal Rain Delays". Total Abnormal Rain Delays which result in a number less than the Total Average Rain Delays shall not alter the total contract time. Contract Time Extensions for Rain Delays may only be requested when the Total number of Abnormal Rain Delays exceeds the Total Average Rain Delays.

Total Average Rain Delays - Total Actual Rain Delays Accepted = X Abnormal Rain Delays

X Abnormal Rain Delays > Total Average Rain Delays = X Addition Days to Contract Time

X Abnormal Rain Delays < Total Average Rain Delays = 0 Addition Days to Contract Time

METHOD OF MEASUREMENT

103-3.1 This item will not measured for separate payment.

BASIS OF PAYMENT

103-4.1 This item shall be considered subsidiary to the various bid items of the project. No direct payment will be made for Rain Delays.

END OF ITEM KSA-103

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ITEM KSA-105 SAFETY AND SECURITY

DESCRIPTION

105-1.1 All work shall comply with the Construction Safety & Phasing Plan (CSPP), included in the plans, and incorporated into this contract. Required reference material associated with this item includes:

FAA AC 150/5200-18 (Latest Edition), Airport Safety Self-Inspection
 FAA AC 150/5210-5 (Latest Edition), Painting, Marking and Lighting of Vehicles Used on an Airport
 FAA AC 150/5370-2 (Latest Edition), Operational Safety on Airports During Construction

Copies of these FAA documents are available at https://www.faa.gov/airports/resources/advisory_circulars/.

The work covered by this section consists of furnishing all materials, equipment, and labor and performing all necessary operations to comply with the phasing plans and CSPP, including, but not limited to, preparing the Safety Plan Compliance Documents (SPCD), all barricades, marking and lighting associated with construction safety and phasing and traffic control.

105-1.2 BARRICADES AND MARKING. Proper marking, barricading and lighting of areas on the airfield associated with the construction shall be the responsibility of the Contractor. This will include properly marking, barricading and lighting closed runways, taxiways, taxilanes, and aprons, the limits of construction, critical areas on the airfield, material storage areas, equipment storage areas, haul routes, parking areas and other areas defined as required for the Contractor's exclusive use. The Contractor shall erect and maintain around the perimeter of these areas suitable marking and warning devices visible for day and night use. Temporary barricades, cones, flagging, and flashing warning lights shall be required at critical access points. The type and location of marking and warning devices will be approved by the Engineer. The Contractor shall be responsible for maintaining the barricades, lights, markings in their proper location, in good working order, and clean for 24 hours per day throughout the contract period.

During each phase, Lighting on closed sections of pavement may need to be taken out of service, while lighting on open sections may need to be maintained. Contractor shall perform work necessary to remove electrical equipment in closed areas (lights, signs, etc.) from service, maintaining circuits or portions of circuits adjacent to open pavement, and return electrical equipment to a functioning state prior to opening a closed section of pavement.

The Contractor may be required to remove barricades and runway or taxiway closure markings at the end of the work period and to reinstall the same prior to commencing work the following day in some cases to allow for the reopening of certain sections of the airport for operations outside of Contractor working hours.

Special emphasis shall be given to open trenches, excavations, heavy equipment marshalling areas, and stockpiled material located in the airport operations area, which shall be predominantly marked by the Contractor with flags and lighted by approved light units during hours of restricted visibility and darkness.

105-1.3 RUNWAY CLOSURES. The runway closure shall include the use and placement of Contractor supplied runway closure Xs; and any electrical work necessary to remove lights/signs/NAVAIDs from service, to return those items to service prior to opening the runway and to maintain electrical circuits to remain in service. The contractor shall provide all labor for placing of runway closure Xs and shall keep the closure Xs in good working order for the duration of the runway closure. The contractor shall maintain the closure X's. Any repairs to meet this requirement will be paid for by the Contractor at no additional cost to the Owner.

Runway Closures and reopening will be required per the Phasing Plan. The Contractor shall refer to the Phasing Sheets within the Plans and ensure that all requirements of the Runway Closure’s can be met for the duration of the project.

105-1.4 SAFETY PLAN COMPLIANCE DOCUMENT. Preparation of the Safety Plan Compliance Document (SPCD), as required by AC 150/5370-2G *Operational Safety on Airports During Construction*, will be included under this section.

METHOD OF MEASUREMENT

- 105-2.1** Measurement for “Barricades and Markings” will be by lump sum as the work progresses. This items includes all barricades, lighting and markings required for pavement closures and other areas as identified in this specification.
- 105-2.2** Measurement for “Preparation of the Safety Plan Compliance Document” will be by lump sum.
- 105-2.3** Measurement for “Runway Closure” will be by lump sum. This item includes the use of and maintaining lighted Xs provided by the Contractor and electrical work associated with the closure.
- 105-2.4** Any work identified in this item for which there is not a specific pay item will not be measured for payment but shall be considered subsidiary to other items in the contract.

BASIS OF PAYMENT

105-3.1 All work performed, and materials furnished as prescribed in this item shall be measured and paid for at the contract lump sum price for “Barricades and Markings,” “Runway Closure,” and “Preparation of Safety Plan Compliance Document.”

The lump sum for “Barricades and Markings” shall be paid pro-rata per month and the monthly amount shall be calculated by dividing the lump sum by the contract time in months. The final payment for “Barricades and Markings” shall not be made until all substantial work has been completed by the Contractor, as determined by the engineer, and the Contractor has demobilized from the project site.

50 percent of the lump sum for “Runway Closure” shall be paid for upon the start of the Phase containing the closure of the runway. The remaining 50 percent shall be paid upon the completion of the Phase containing closure of the runway.

The lump sum for “Preparation of the Safety Plan Compliance Document” shall be paid for upon completion, submittal, and acceptance of the SPCD.

These prices shall fully compensate the Contractor for furnishing all materials and for all preparation, removal, and installation of materials; and for all labor, equipment, tools, and incidentals necessary to complete the items.

Payment will be made under:

KSA 105-3.1	Barricades and Markings	Per lump sum
KSA 105-3.2	Runway Closure	Per lump sum
KSA 105-3.3	Preparation of the Safety Plan Compliance Document	Per lump sum

END OF ITEM 105



THE CITY OF DURANT

Office of Community Development

Date: 09/09/2024
To: City Council
Case: PC 2024-28
From:
Re: Conditional Use Permit.

Request: Consider a request for a conditional use to be granted to include a bottle club in the cigar lounge located at 2101 W Main St Suite 101.

Current Zoning: C-2, Highway Commercial and Commercial Recreation.

Surrounding Properties:

Direction	Zoning	Use
North	C-2	Commercial Recreation
West	C-2	Commercial Recreation
South	C-2	Vacant Lot
East	C-2	Commercial Recreation

Applicant: Twila Maddox

Background: Applicants approached with the idea of converting the suite from a dispensary to a cigar lounge with plans of including a bottle service. With this service customers would bring their own bottles which would be served to them by the lounge. The lounge would not be selling alcohol just serving it.

Notifications have been made to the surrounding property owners and at the time of this report staff has not received any phone calls or letters of support or protest regarding this final plat request.

Analysis: The subject property being zoned as C-2 would require a conditional use permit in order to serve alcohol in any manner per Permitted Uses under city code 156.034.

The current Future Land Use map shows this area staying C-2; therefore, this request is in line with the Future Land Use Map.

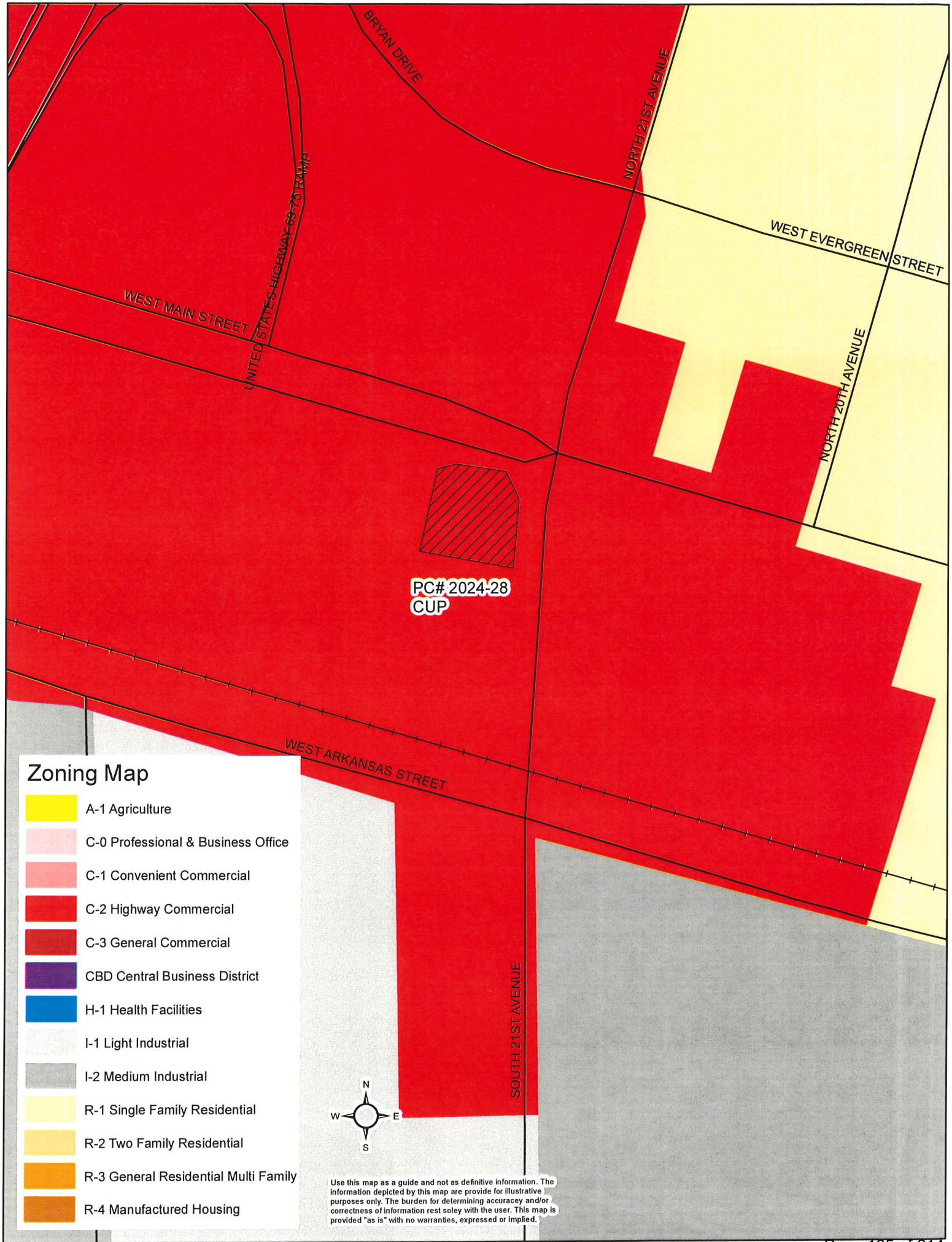
Staff Recommendation: Staff has no recommendations.

Planning Commission Recommendation: Approval of CUP. PC did bring up a concern about parking requirements.



PC# 2024-28
CUP

Use this map as a guide and not as definitive information. The information depicted by this map are provided for illustrative purposes only. The burden for determining accuracy and/or correctness of information rest solely with the user. This map is provided "as is" with no warranties, expressed or implied.

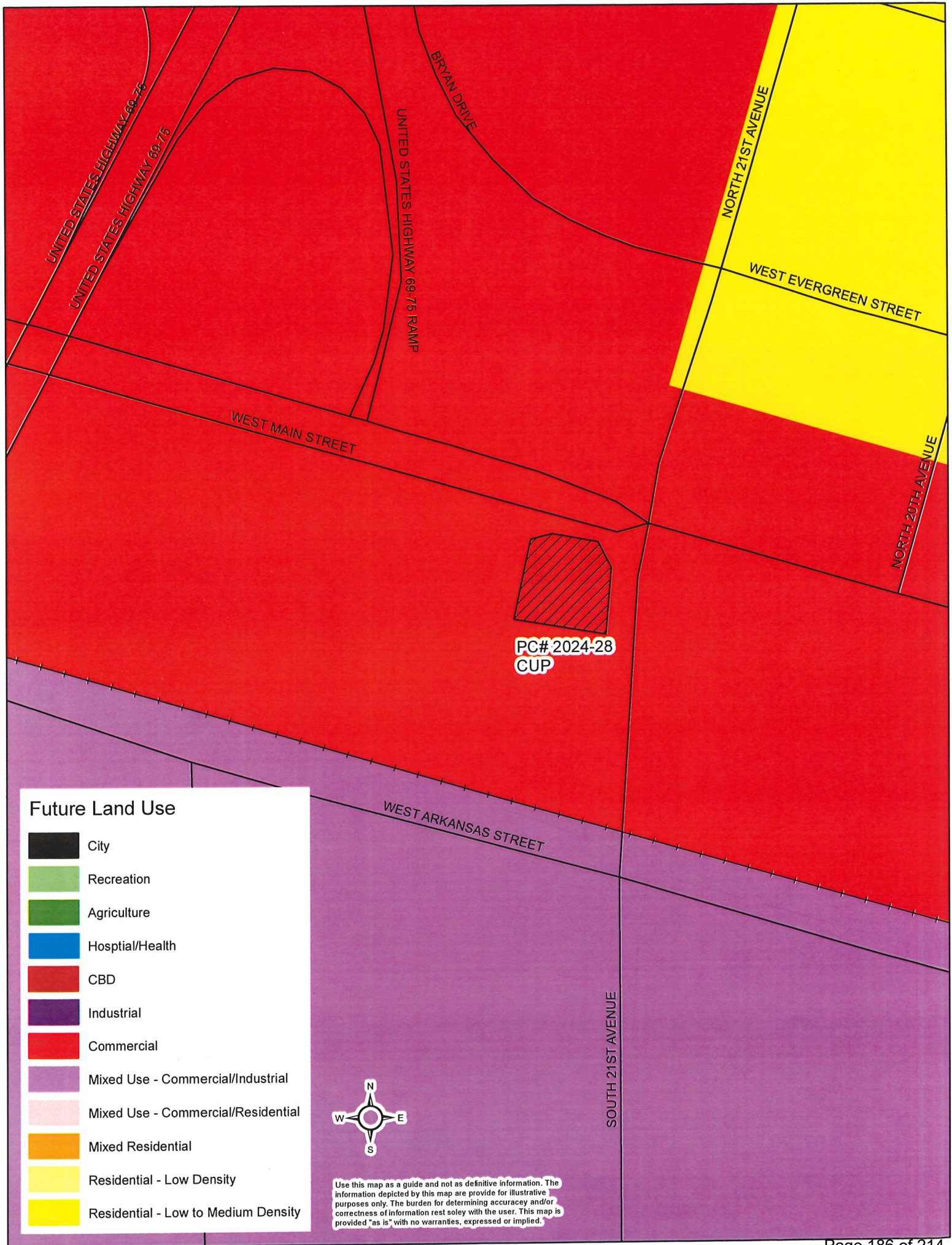


Zoning Map

- A-1 Agriculture
- C-0 Professional & Business Office
- C-1 Convenient Commercial
- C-2 Highway Commercial
- C-3 General Commercial
- CBD Central Business District
- H-1 Health Facilities
- I-1 Light Industrial
- I-2 Medium Industrial
- R-1 Single Family Residential
- R-2 Two Family Residential
- R-3 General Residential Multi Family
- R-4 Manufactured Housing



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THE CITY OF DURANT

Office of Community Development

Date: 09/09/2024
To: **City Council**
Case: PC 2024-21
From:
Re: Re-plat

Request: Consider a request from Kurt Latham for a re-plat located at: 1415 W. Mulberry in the City of Durant.

Surrounding Properties:

Direction	Zoning	Use
North	R-2	Single Family Residential
East	R-2	Single Family Residential
South	R-2	Single Family Residential
West	R-2	Single Family Residential

Applicant: Kurt Latham

Background: Applicant approached staff with the desire to fix the nonconforming and illegal plat in order to build a rental house. The previous home was demolished due to a fire.

Notifications have been made to the surrounding property owners and at the time of this report staff has not received any letters or phone calls regarding this request.

Analysis:

District Regulations: (see attached chart district regulations)

Minimum Lot Size: 6000 sq ft

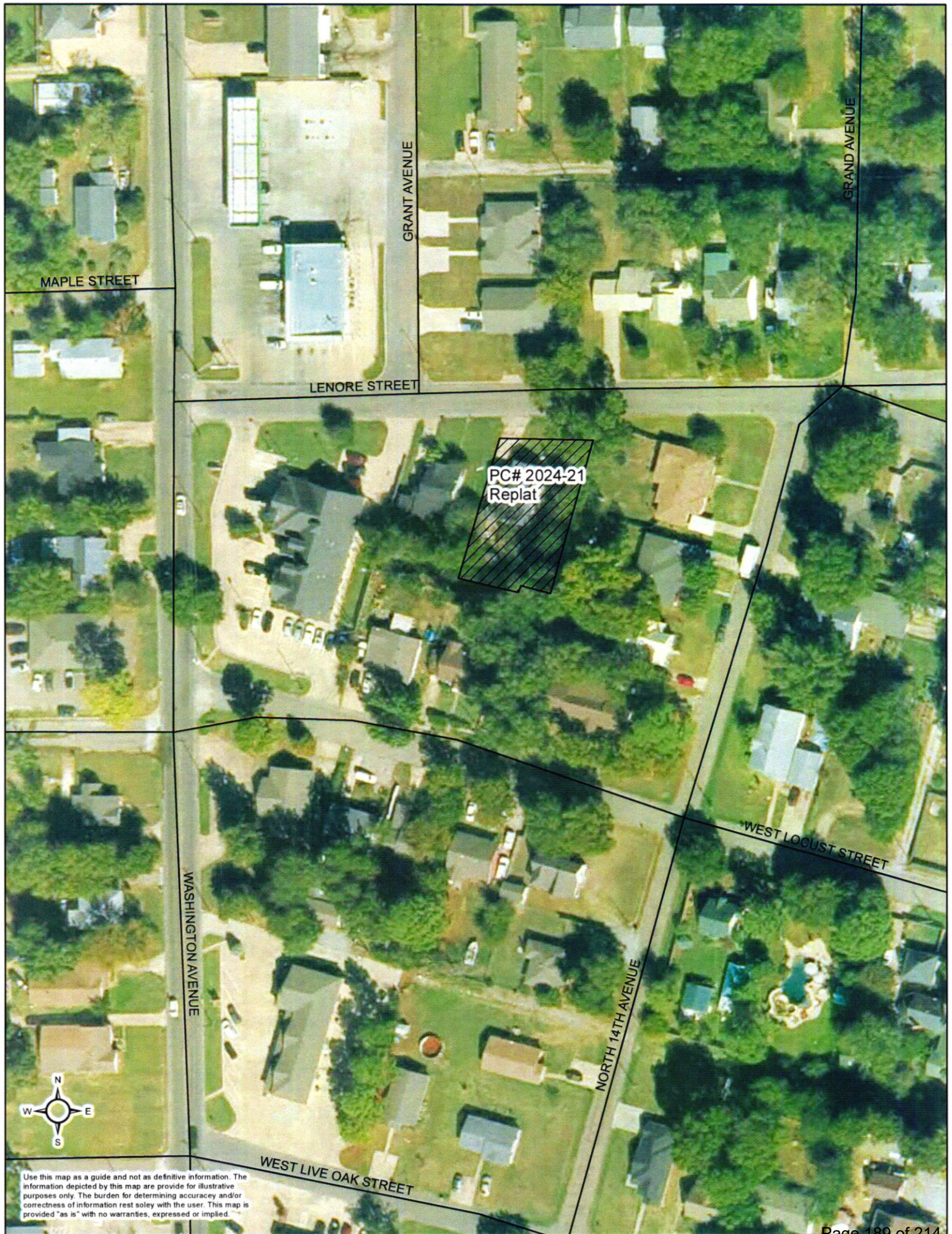
Setbacks: 5'

Minimum Parking Requirements: 2 spaces

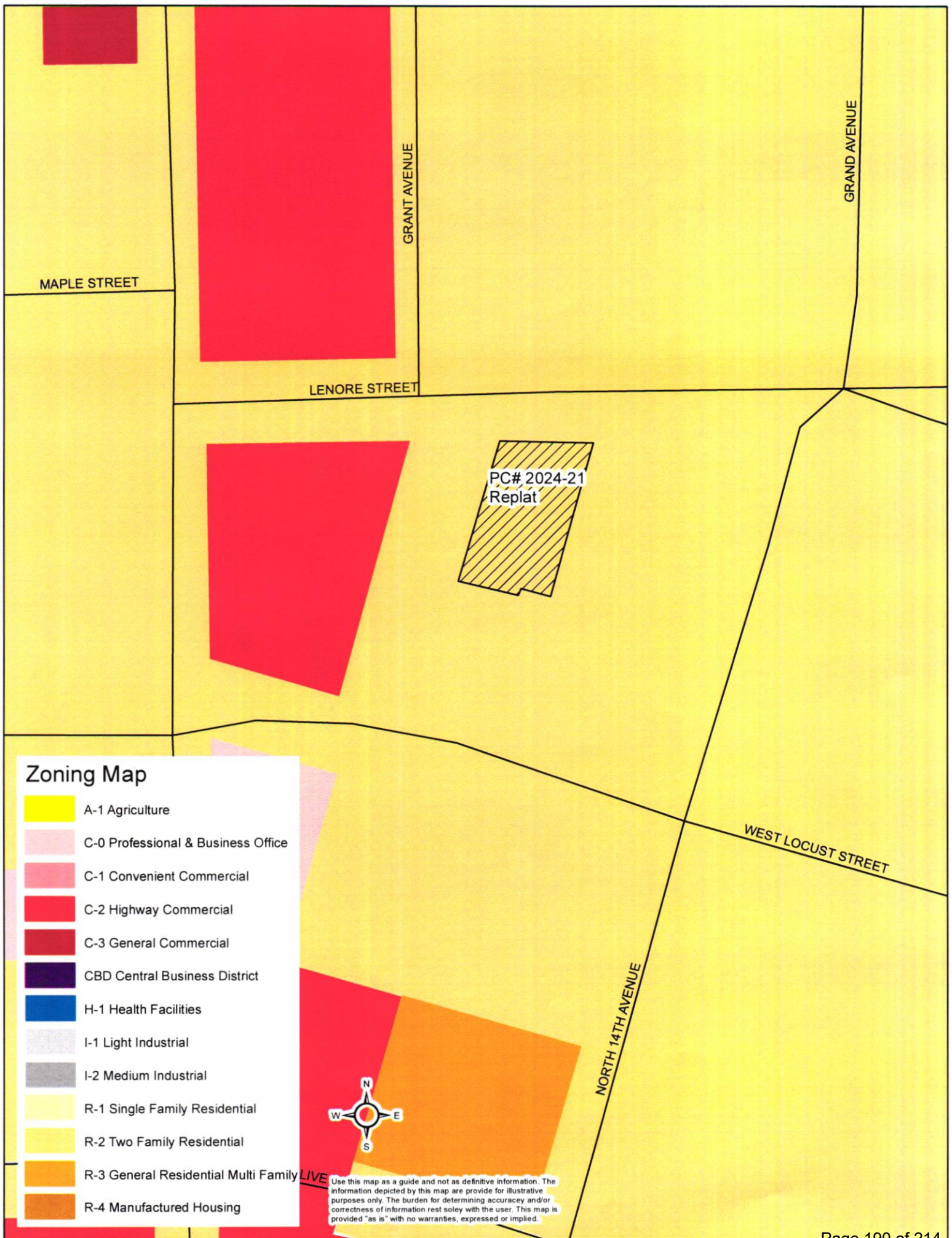
Landscaping Requirement: 5% for all new builds

STAFF Recommendation: Plat meets city requirements. Staff recommends approval of plat.

Planning Commission Recommendation: Approval of plat.



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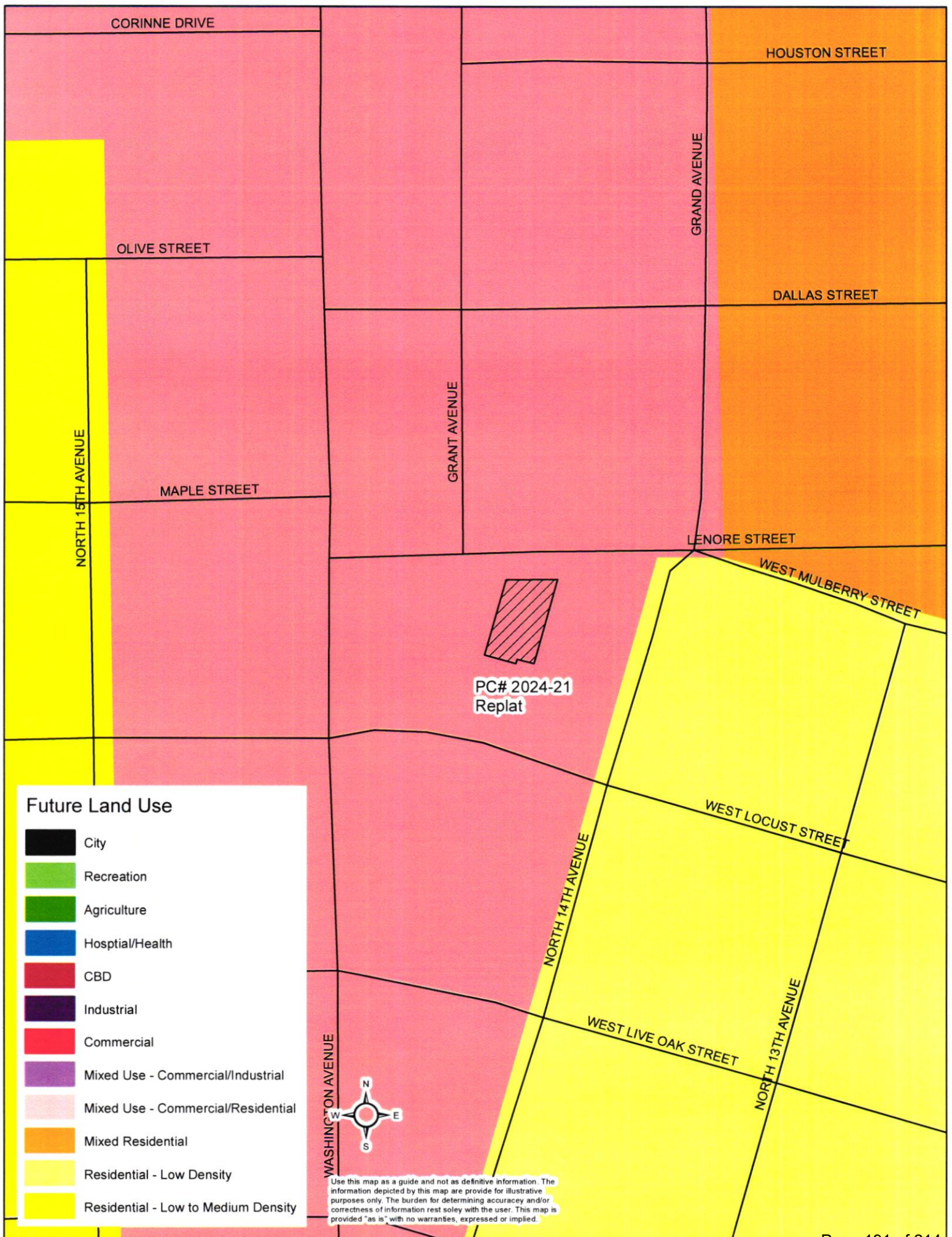


Zoning Map

- A-1 Agriculture
- C-0 Professional & Business Office
- C-1 Convenient Commercial
- C-2 Highway Commercial
- C-3 General Commercial
- CBD Central Business District
- H-1 Health Facilities
- I-1 Light Industrial
- I-2 Medium Industrial
- R-1 Single Family Residential
- R-2 Two Family Residential
- R-3 General Residential Multi Family
- R-4 Manufactured Housing



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THE CITY OF DURANT

Office of Community Development

Date: 09/09/2024
To: City Council
Case: PC 2024-25
From:
Re: Re-plat for HPH Investors for property located near 1st Street.

Request: Consider a re-plat for property located near 1st.

Current Zoning: R-3 - General Residential

Surrounding Properties:

Direction	Zoning	Use
North	R-3	General Residential
West	R-3	General Residential
South	R-3	General Residential
East	R-3	General Residential

Applicant: HPH Investors

Background: Applicants are starting the 7th phase of this large multi-family unit neighborhood.

Notifications have been made to the surrounding property owners and at the time of this report staff has not received any phone calls or letters of support or protest regarding this final plat request.

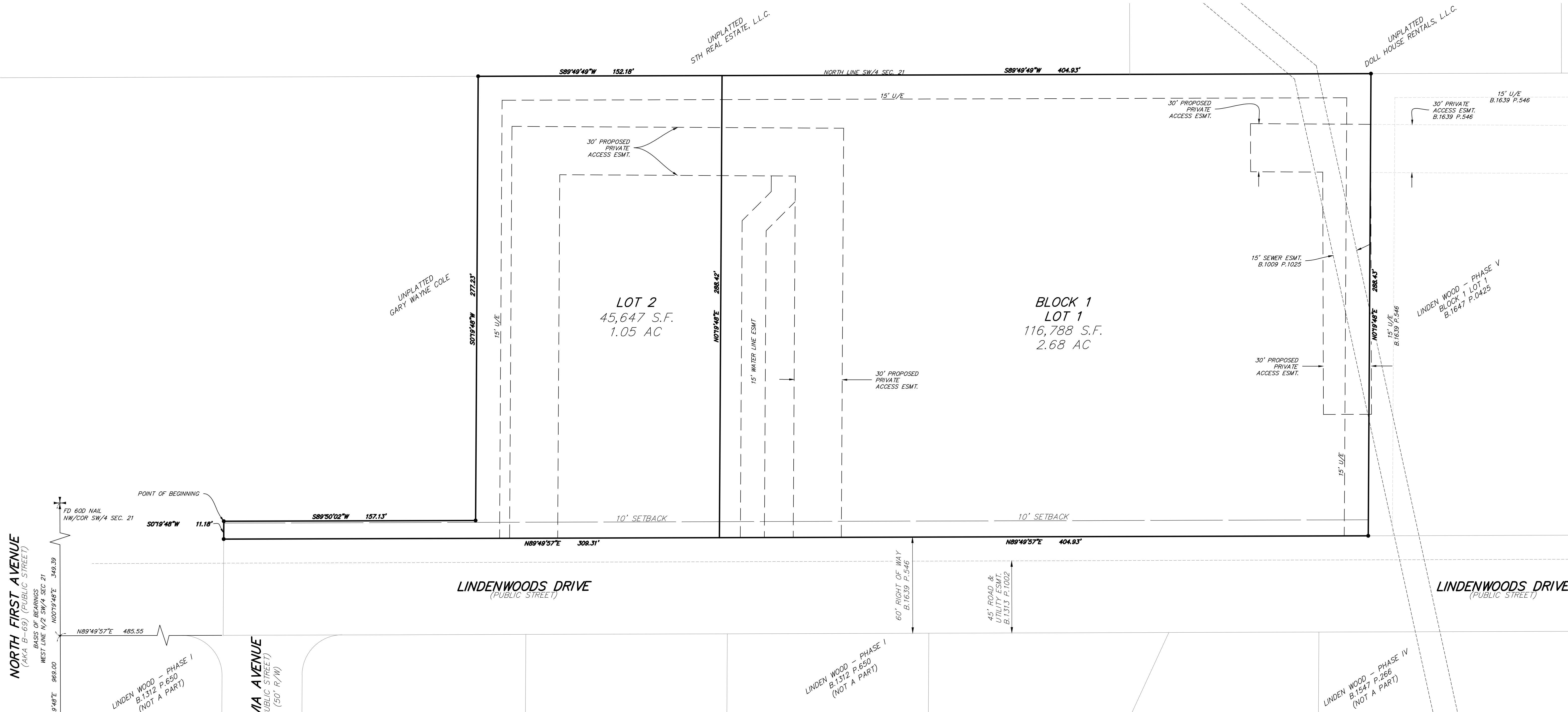
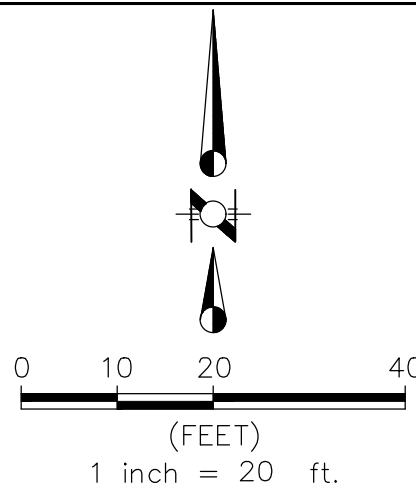
Analysis: The property is 3.73 acres with 2 new proposed apartment buildings and future office or clubhouse. It will meet all parking requirements in the code along with sidewalks and the 5% landscape plan.

Staff Recommendation: Staff recommends approval of the re-plat since the plat does meet all requirements.

Planning Commission Recommendation: To approve re-plat for phase 7.

PRELIMINARY PLAT OF LINDEN WOOD - PHASE 7

BEING A PART OF THE SW/4 OF SEC. 21, T6S., R.9E., I.M.
BRYAN COUNTY, DURANT, OKLAHOMA



LEGAL DESCRIPTION:

A tract of land located in the North Half of the Southwest Quarter (N2 SW4) of Section Twenty-one (21) South, Range Nine (9) East, of the Indian Meridian, Bryan County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of said Section Twenty-one (21);

THENCE N 00°19'48" East along the west line of the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of said Section, a distance of 969.00 feet;

THENCE North 89°49'57" East parallel with the south line of the North Half of the Southwest Quarter (N/2 SW/4) of said Section, a distance of 485.55 feet to the most westerly corner of LINDEN WOOD - PHASE 5, recorded in Book 1639 Page 545 at the Office of the Bryan County Clerk;

THENCE North 00°19'48" East along the west line of said LINDEN WOOD - PHASE 5, over and across LINDENWOODS DRIVE, a 60 foot right-of-way, dedicated in part by said LINDEN WOOD - PHASE 5, a distance of 60.00 feet to the northwest corner of said LINDEN WOOD - PHASE 5, for the POINT OF BEGINNING;

THENCE continuing North 00°19'48" East parallel with the west line of the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of said Section, a distance of 11.18 feet;

THENCE North 89°50'02" East, a distance of 157.13 feet;

THENCE North 00°19'48" East parallel with the west line of the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of said Section, a distance of 277.23 to the north line of the Southwest Quarter (SW/4) of said Section;

THENCE North 89°49'49" East along the north line of the Southwest Quarter (SW/4) of said Section, a distance of 557.12 feet to the northwest corner of Lot 1, Block 1, of said LINDEN WOOD - PHASE 5, being a northerly corner of said LINDEN WOOD - PHASE 5;

THENCE South 00°19'48" West along the west line of said Lot 1, Block 1, being in the west line of said LINDEN WOOD - PHASE 5, a distance 288.43 feet to the north right-of-way line of said LINDENWOODS DRIVE (a 60' right-of-way) for the southwest corner of said Lot 1, Block 1, and a northerly ell corner of said LINDEN WOOD - PHASE 5;

THENCE South 89°49'57" West along the north right-of-way line of said LINDENWOODS DRIVE (a 60' right-of-way), being in the north line of said LINDEN WOOD - PHASE 5, a distance of 714.25 feet to the POINT OF BEGINNING.

Containing 162,435 square feet, or 3.729 acres, more or less.

LEGEND

B.	BOOK
P.	PAGE
U/E	UTILITY EASEMENT
●	SET 1/2" REBAR
+	W/C.A. 5975 CAP
+	SECTION CORNER

FLOOD ZONE
Subject property fully lies within Flood Zone X,
Areas determined to be outside the 0.2% annual
chance floodplain, per FEMA Map Number
40013C0190E, with a revised date of June 2, 2011.

12/11/2024 10:00 - Sherman 1443.003 Lindenwoods Multi-Family Phase VII - Project Drawings SITE PLAN - R-21-E 7/2/2024 8:50:08 AM Mod

NORTH FIRST AVENUE
(AKA B-69) (PUBLIC STREET)

WEST LINE N/2 SW/4 SEC 21

N00°19'48"E 349.39

N00°19'48"E 969.00

P.O.C.
FD MAG NAIL
NW/COR N/2 SW/4 SEC. 21

POINT OF COMMENCEMENT

N89°49'57"E 485.55

LINDEN WOOD - PHASE I
B.1312 P.650
(NOT A PART)

OLIVA AVENUE
(PUBLIC STREET)
(50' R/W)

R-21-E
NO ROAD CONSTRUCTED

N00°19'48"E 277.23

S019°48'W 277.23

UNPLATTED
GARY WAYNE COLE

S89°49'49"W 152.18

N019°48'E 288.43

15' U/E

30' PROPOSED
PRIVATE
ACCESS ESMT.

15' WATER LINE ESMT

30' PROPOSED
PRIVATE
ACCESS ESMT.

10' SETBACK

N89°49'57"E 309.31

LINDENWOODS DRIVE
(PUBLIC STREET)

60' RIGHT OF WAY
B.1639 P.546

45' ROAD &
UTILITY ESMT.
B.1313 P.1002

N89°49'57"E 404.93

10' SETBACK

30' PROPOSED
PRIVATE
ACCESS ESMT.

15' U/E

30' PROPOSED
PRIVATE
ACCESS ESMT.

15' U/E

30' PRIVATE
ACCESS ESMT.
B.1639 P.546

15' U/E
B.1639 P.546

288.43

N019°48'E

LINDEN WOOD - PHASE I
B.1312 P.650
(NOT A PART)

LINDENWOODS DRIVE
(PUBLIC STREET)

LINDEN WOOD - PHASE IV
B.1547 P.268
(NOT A PART)

LINDEN WOOD - PHASE V
BLOCK 1 LOT 1
B.1647 P.0425

NORTH FIRST AVENUE (HWY 78)

PROJECT LOCATION

RAILROAD

21

NO ROAD CONSTRUCTED

NO ROAD CONSTRUCTED

LOCATION MAP

SCALE NTS

NO ROAD CONSTRUCTED

NO ROAD CONSTRUCTED

NO ROAD CONSTRUCTED

NO ROAD CONSTRUCTED

NO ROAD CONSTRUCTED

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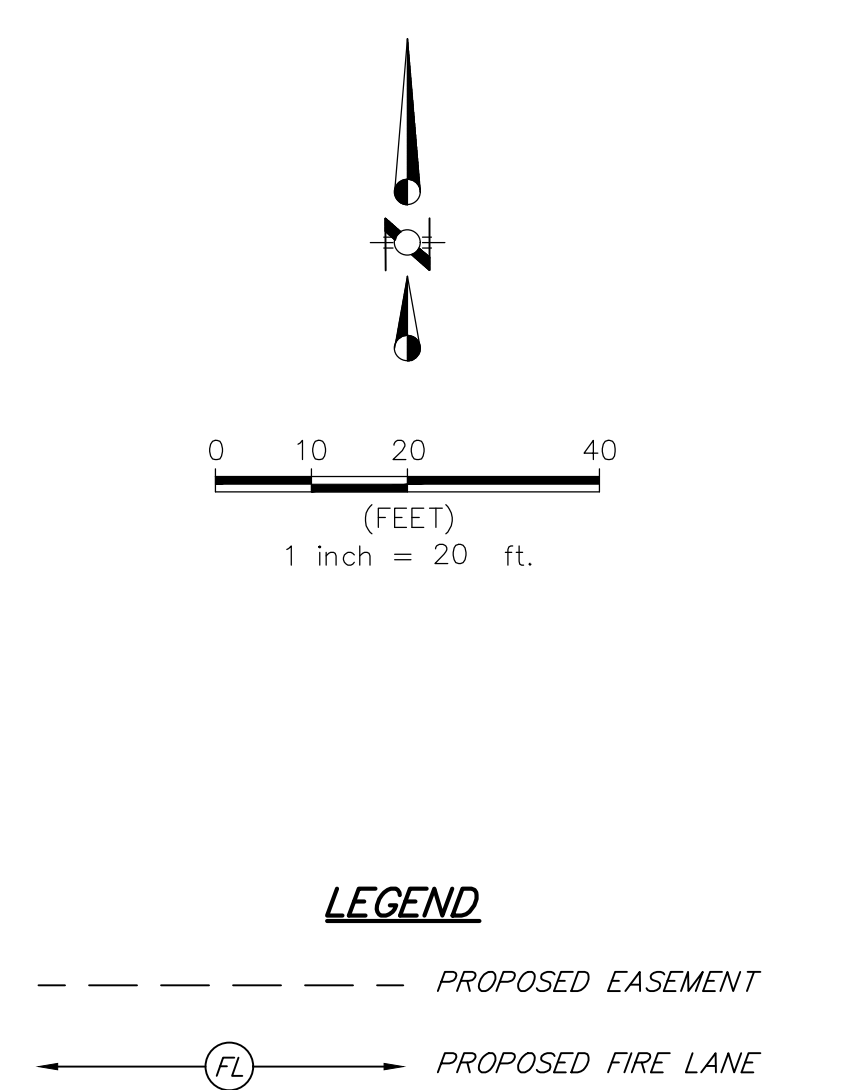
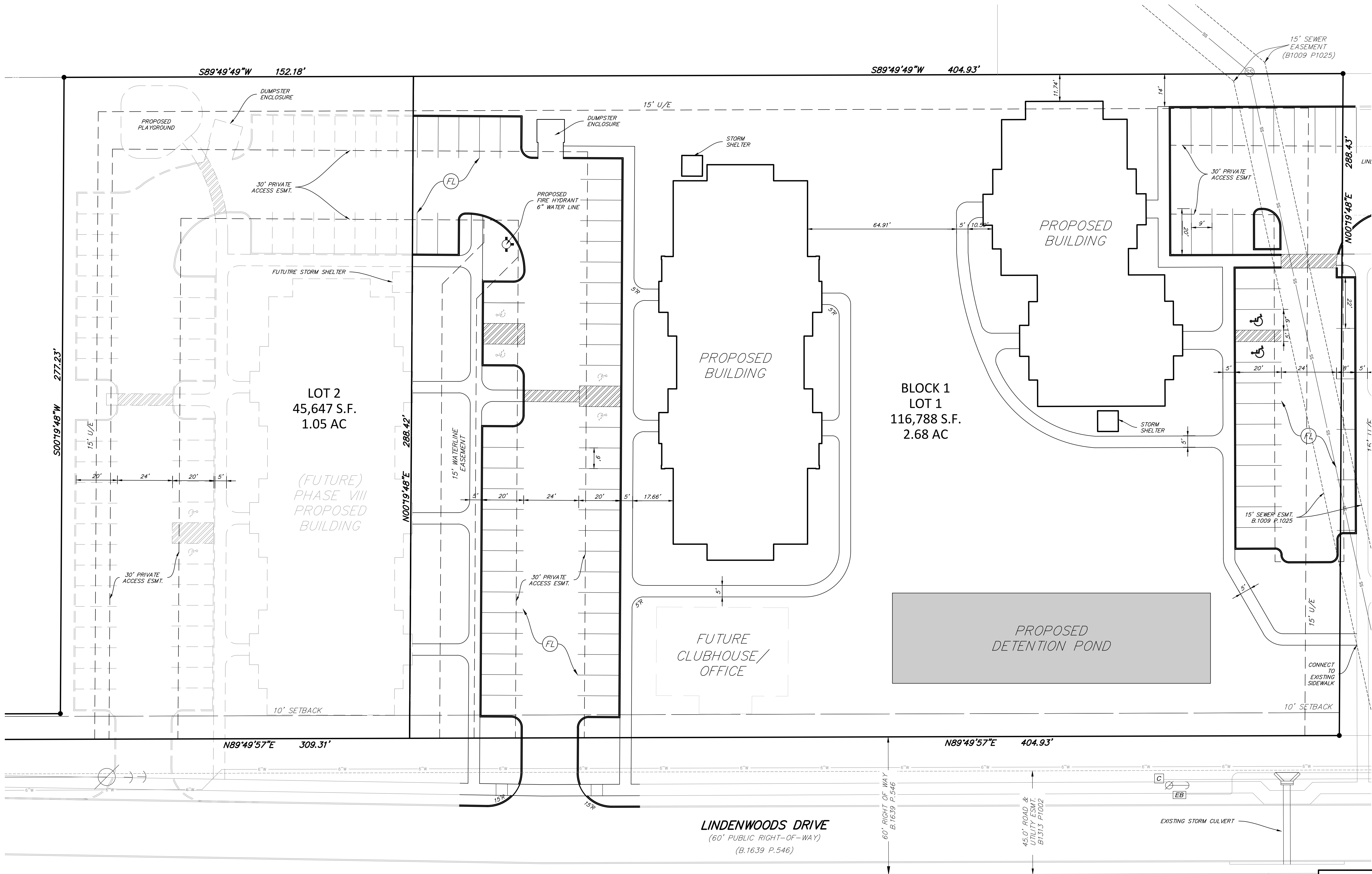
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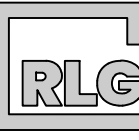
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RLG CONSULTING ENGINEERS 12001 N. CENTRAL EXPRESSWAY #300 DALLAS, TX 75243 5601 BRIDGE STREET #420 FORT WORTH, TX 76112 WWW.RLGINC.COM TBPE FIRM REG. F-493					
PRELIMINARY PLAT					
LINDENWOODS MULTI-FAMILY					
PHASE VII					
DEVELOPMENT SERVICES					
CITY OF DURANT, BRYAN COUNTY, TEXAS					
REVIEW	DRAWN	DATE	FILE	NUMBER	SHEET
RLG	RLG	12/13/2023	2443	003	

12/13/2024 10:00 - Sherman 14443.003 Lindenwoods Multi-Family Phase VII - Project Drawings 12/13/2024 SITE PLAN PLAT 11/11/2024 8:34:39 AM



**RLG CONSULTING ENGINEERS**
12001 N. CENTRAL EXPRESSWAY #300 DALLAS, TX 75243
5601 BRIDGE STREET #420 FORT WORTH, TX 76112
WWW.RLGINC.COM TBPE FIRM REG. F-493

LINDENWOODS VII AND VIII SITE PLAN

LINDENWOODS MULTI-FAMILY

PHASE VII

DEVELOPMENT SERVICES

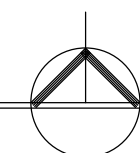
CITY OF DURANT, BRYAN COUNTY, TEXAS

REVIEW	DRAWN	DATE	FILE	NUMBER	SHEET
RLG	RLG	12/13/2023	2443	003	C0.01



MASTER SITE PLAN

SCALE: 1" = 40'-0"





THE CITY OF DURANT

Office of Community Development

Date: 09/09/2024
To: City Council
Case: PC-2024-29
From:
Re: Rezone.

Request: Consider a request to rezone the property located on Rodeo from A-1 to R-3 to build multiple units on from single family up to four unit rental properties.

Current Zoning: A-1 Agriculture.

Surrounding Properties:

Direction	Zoning	Use
North	A-1	Agriculture
West	A-1	Single Family Home
South	A-1	Single Family Homes
East	R-3	Vacant Property

Applicant: Holdenmoore LLC.

Background: Applicants approached staff seeking a rezone from A-1 to R-3 in order to build medium density rental units.

Notifications have been made to the surrounding property owners and at the time of this report staff has not received any phone calls or letters of support or protest regarding this rezone request.

Analysis: With the addition of Rodeo Hills Housing single family unit developments would not conflict with current uses.

The current Future Land Use map shows this area as low to medium density residential.

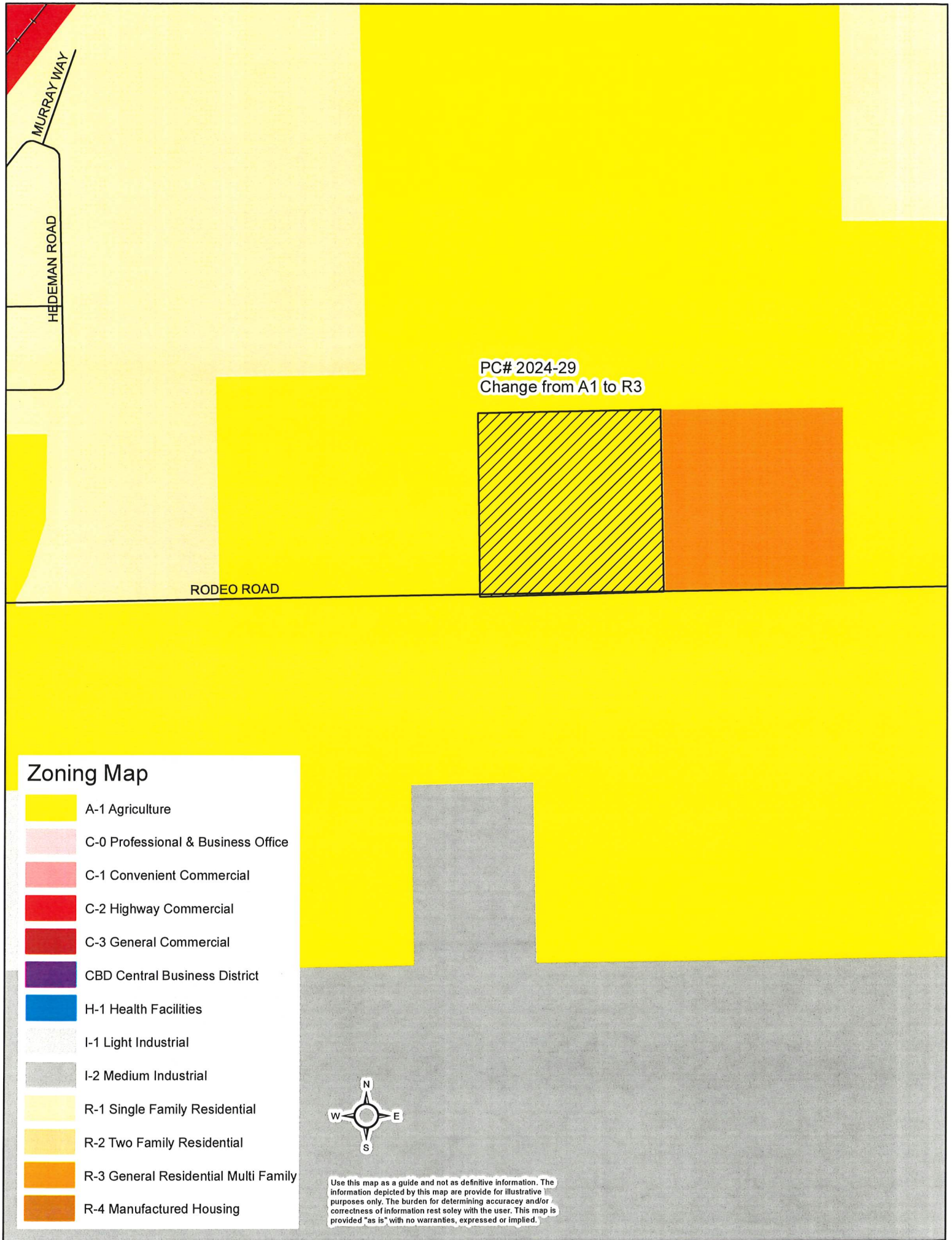
Staff Recommendation: Does not comply with current or future land use.

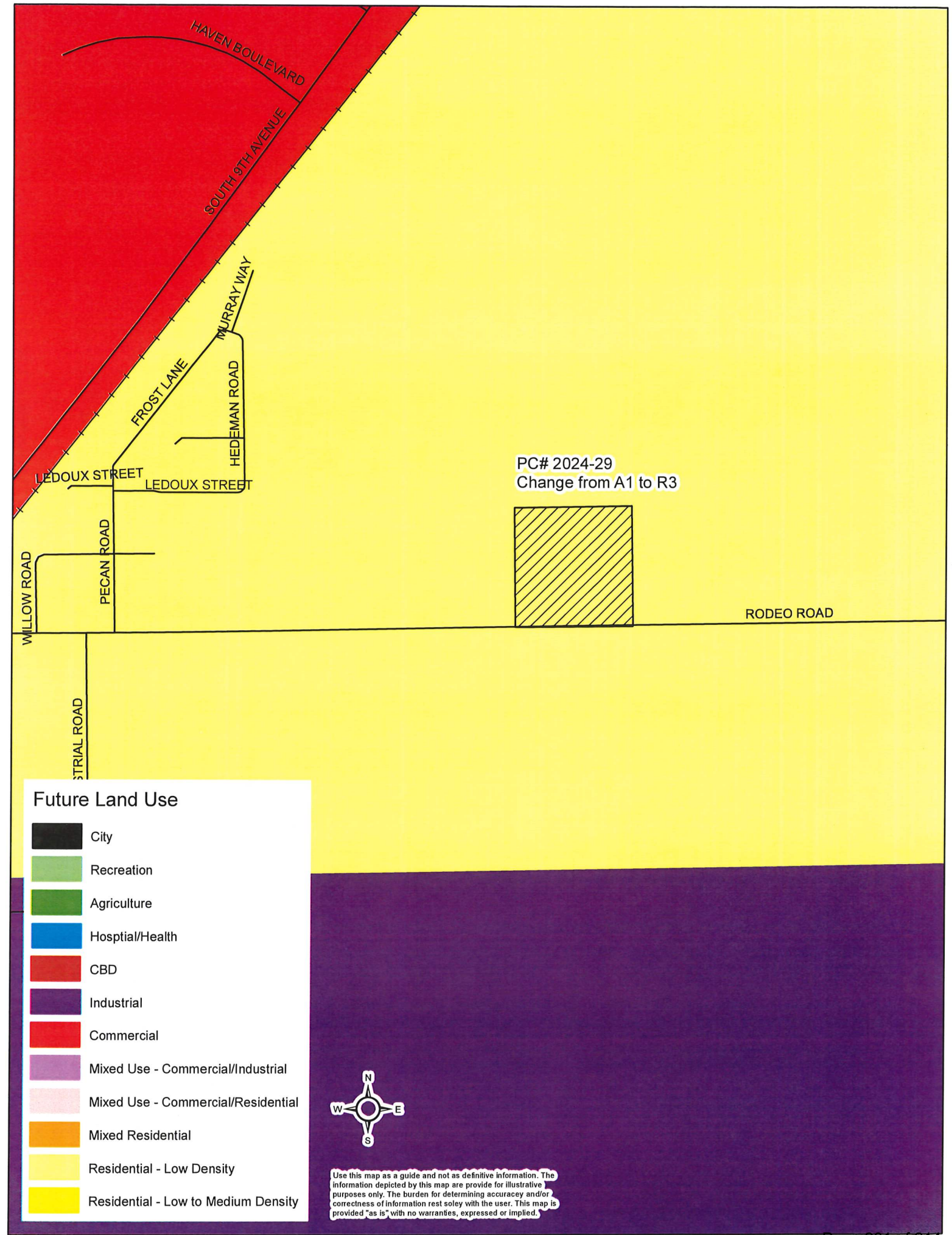
Required Action: Denying rezone. Too big of a jump from A-1 to R-3, does not comply with future land use and limited water supply.



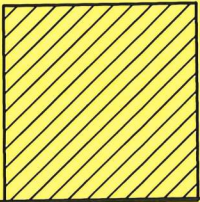
PC# 2024-29
Change from A1 to R3

Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracy and/or correctness of information rest solely with the user. This map is provided "as is" with no warranties, expressed or implied.





PC# 2024-29
Change from A1 to R3



RODEO ROAD

Future Land Use

- City
- Recreation
- Agriculture
- Hospital/Health
- CBD
- Industrial
- Commercial
- Mixed Use - Commercial/Industrial
- Mixed Use - Commercial/Residential
- Mixed Residential
- Residential - Low Density
- Residential - Low to Medium Density



Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracy and/or correctness of information rest solely with the user. This map is provided "as is" with no warranties, expressed or implied.

ORDINANCE NO. O-2024-16

**AN ORDINANCE AMENDING THE ZONING MAP OF THE ZONING CODE
AN DECLARING AND EMERGENCY**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DURANT, OKLAHOMA

SECTION 1. That the zoning map is hereby amended as to replace from A-1 General Agriculture District to R-3 General Residential District property located on Rodeo Road and in Durant and more particularly described as:

SW/4 SE/4 LESS AND EXCEPT the East 15 feet thereof in Section 7, Township 7 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government survey thereof.

SECTION 2. For the immediate preservation of the peace, health, and safety of the City of Durant, Oklahoma and the inhabitants thereof, it is necessary that this ordinance shall become operative and go into effect immediately upon its passage, approval and publication.

PASSED AND APPROVED by the Mayor and City Council of the City of Durant this 17th day of September 2024.

Martin Tucker, Mayor
City Of Durant, Oklahoma

ATTEST:

Cynthia Price, City Clerk



THE CITY OF DURANT

Office of Community Development

Date: 09/09/2024
To: City Council
Case: PC-2024-27
From:
Re: Rezone.

Request: Consider a request to rezone property located at 501 Lee Ave from the current zoning of A-1 to R-4 for the purpose of putting a modular home on.

Current Zoning: A-1 Agriculture.

Surrounding Properties:

Direction	Zoning	Use
North	A-1	Single Residential Home/AG Use
West	Not in City	Slaughter House
South	A-1	Single Family Residential
East	R-4	Two Single Family Homes

Applicant: Steven Ray Matthews.

Background: Applicants approached staff seeking a rezone since the property does not meet the required 5 acres of Ag to build a house on. Applicant is seeking a rezone in order to build a home to retire.

Notifications have been made to the surrounding property owners and at the time of this report staff has received phone calls or letters of support or protest regarding this rezone request.

Analysis: The current code 156.035 District Regulations states that any land zones agriculture must have a lot minimum of 5 acers and a frontage of 150 feet.

The current Future Land Use map shows this area as residential low density.

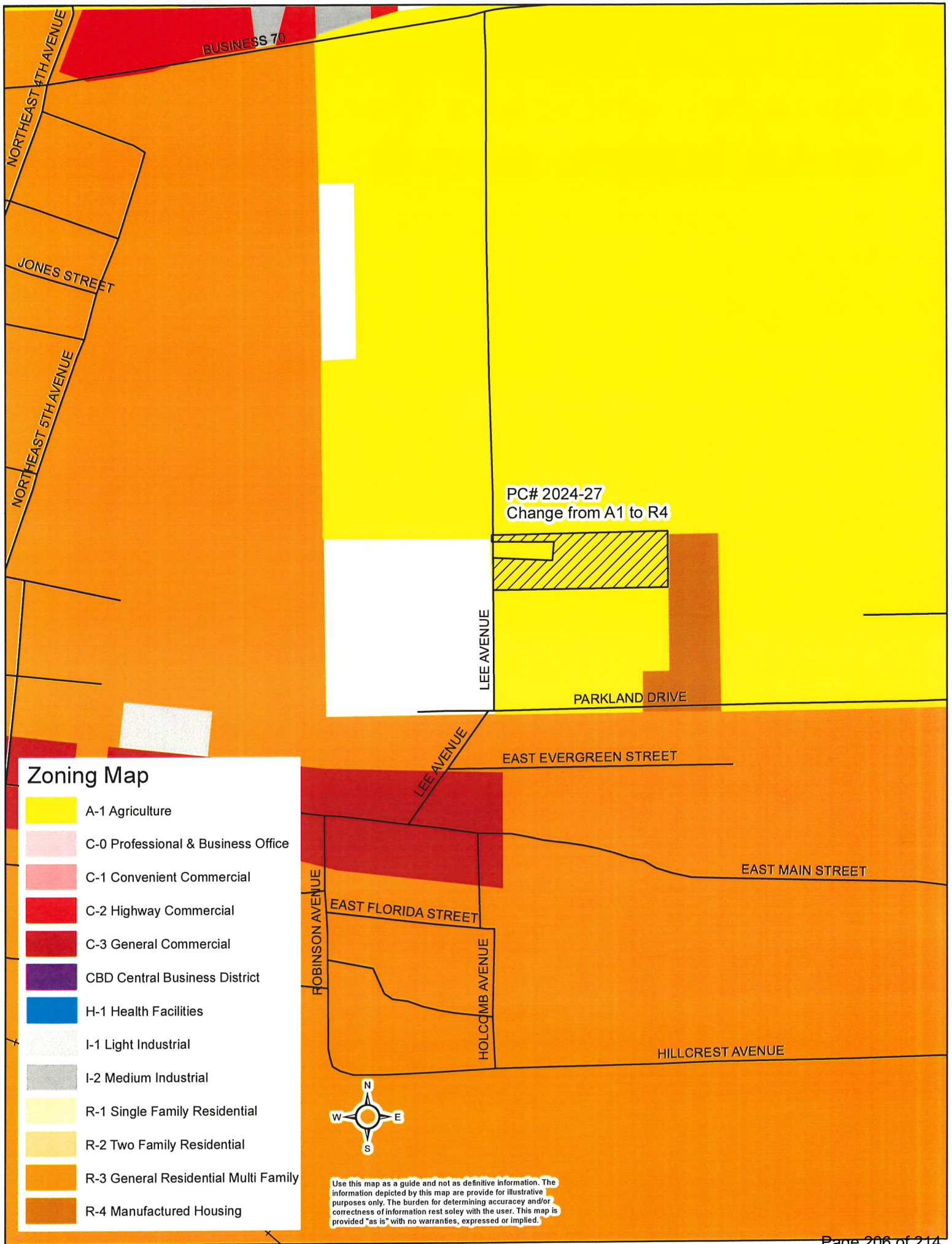
Staff Recommendation: Staff recommends approval of rezone to R-4 or to R-1 in accordance with the future land use map.

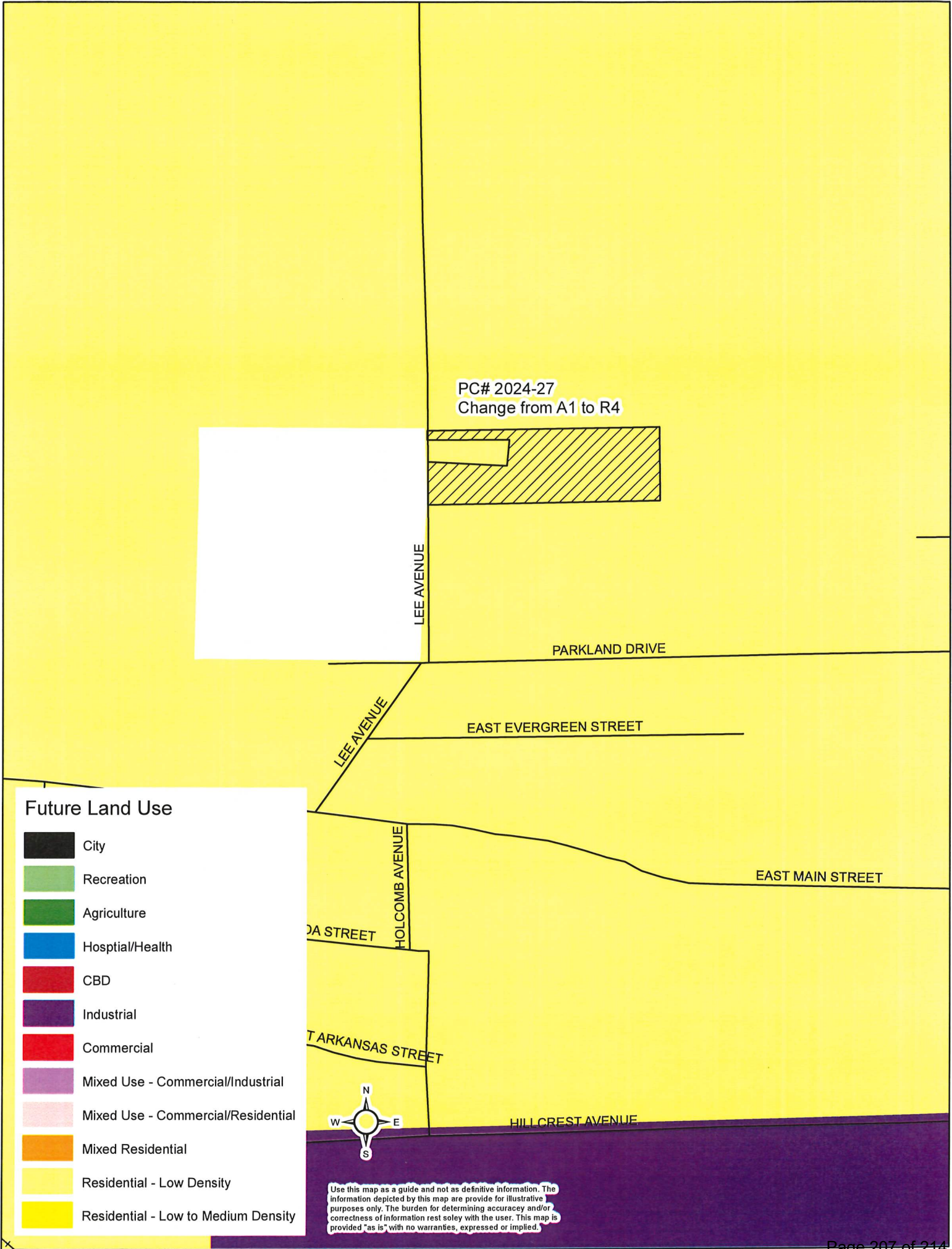
Planning Commission Recommendation: Deny of rezone due to city not allowing non-site built homes on individual lots. Must be a mobile home park to comply with R-4 zoning.



PC# 2024-27
Change from A1 to R4

Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracy and/or correctness of information rest solely with the user. This map is provided "as is" with no warranties, expressed or implied.





ORDINANCE NO. O-2024-17

**AN ORDINANCE AMENDING THE ZONING MAP OF THE ZONING CODE
AN DECLARING AND EMERGENCY**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DURANT, OKLAHOMA

SECTION 1. That the zoning map is hereby amended as to replace A-1 General Agricultural District to the R-4 Manufactured Housing District for property described as:

The North 210 feet of the SE/4 SW/4 NE/4 of Section 33, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government Survey, LESS AND EXCEPT a tract described as: Beginning at a point 1980 feet West and 589.1 feet North of the E/4 corner of said Section 33; thence N00°39'02"W for a distance of 62.54 feet to a fence corner; thence S89°08'08"E for a distance of 230.17 feet to a fence corner; thence S06°26'55"W for a distance of 72.35 feet to a fence corner; thence N86°40'54"W for a distance of 221.68 feet to the Point of Beginning.

SECTION 2. For the immediate preservation of the peace, health, and safety of the City of Durant, Oklahoma and the inhabitants thereof, it is necessary that this ordinance shall become operative and go into effect immediately upon its passage, approval and publication.

PASSED AND APPROVED by the Mayor and City Council of the City of Durant this 17th day of September 2024.

Martin Tucker, Mayor
City Of Durant, Oklahoma

ATTEST:

Cynthia Price, City Clerk



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From: Paul Cottrell, Building Inspector
Re: 1) Consider Approval of Ordinance O-2024-10, Sections 1-6, to Codify the Zoning Changes Approved by City Council;
2) Consider Approval of Ordinance O-2024-10, Section 7, Emergency Clause.

Council Information / Action Requested

- 1) Approval of Ordinance O-2024-10 to Codify the Zoning Changes Approved by City Council;
- 2) Approval of Ordinance O-2024-10, Section 2 Emergency Clause.

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

ATTACHMENTS:

1. Combined Ordinance O-2024-10

ORDINANCE NO. O-2024-10

AN ORDINANCE AMENDING THE ZONING MAP OF THE ZONING CODE AN DECLARING AND EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DURANT, OKLAHOMA

SECTION 1. That the zoning map is hereby amended as to replace the C-2 Highway Commercial and Commercial Recreation District to the R-2 Two Family Residential District for property located near Blanchard Road in Durant and more particularly described as:

A part of Lot 4 and SW/4 NW/4 of Section 5, Township 7 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as beginning at point 597 feet East of the Southwest Corner of said Lot 4; thence North 129 feet; thence East 30 feet; thence South 129 feet; thence East 100 feet; thence North 129 feet, thence East 85 feet; thence South 200 feet; thence West 205 feet; thence North 71 feet to the POINT OF BEGINNING.

AND

A part of Lot 4 and SW/4 NW/4 of Section 5, Township 7 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as beginning at a point 627 feet East of the Southwest Corner of said Lot 4; thence North 129 feet; thence East 100 feet; thence South 129 feet; thence West 100 feet to the POINT OF BEGINNING.

SECTION 2. That the zoning map is hereby amended as to replace A-1 General Agricultural District to the R-1 Single Family Residential District for property located at Rodeo Road in Durant and more particularly described as:

Tract 1: A part of the SE/4 of Section 7, Township 7 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government Survey thereof; described as BEGINNING at the Southwest Corner of said SE/4 for the Point of Beginning; Thence N00°02'35"W 2240.65 feet along the West line of said SE/4 to the East Right of Way line of the M. K. & T. Railroad; Thence N39°13'29"E 525.08 feet along said Right of Way to the North line of said SE/4; Thence N89°53'51"E 586.62 feet along the North line of said SE/4; Thence S00°02'35"E 2648.00 feet to the South line of said SE/4; Thence S89°58'15"W 918.97 feet along the South line of said SE/4 to the Point of Beginning; LESS AND EXCEPT a part of the W/2 SE/4 of Section 7, Township 7 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, more particularly described as follows: Beginning at the Southwest Corner of said W/2 SE/4 of said Section 7; Thence N89°58'15"E along the South line of said W/2 SE/4 a distance of 381.00 feet to the TRUE POINT OF BEGINNING; Thence N89°58'15"E along the South line of said W/2 SE/4 a distance of 537.96 feet; Thence N00°02'35"W a distance of 809.72 feet; Thence S89°58'15"W a distance of 537.96 feet; Thence S00°02'35"E a distance of 809.72 feet to the True Point of Beginning.

Tract 2: Being a part of the W/2 SE/4 of Section 7, Township 7 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, and being more particularly described by metes and bounds as follows: Commencing at a ½" steel rod found maintaining the Southwest corner of said W/2 SE/4; Thence N88°59'49"E a distance of 918.97 feet to a point; Thence N01°01'01"W a distance of 647.77 feet to a ½" steel rod found to the True Point of Beginning; Thence S88°59'49"W a distance of 537.96 feet to a ½" steel rod found; Thence N01°01'01"W a distance of 161.95 feet to a ½" steel rod set; Thence N88°59'49"E a distance of 537.96 feet to a ½" steel rod set; Thence S01°01'01"E a distance of 161.95 feet to the Point of Beginning.

SECTION 3. That the zoning map is hereby amended as to replace R-2 Two-Family Residential District to the C-1 Convenience Commercial District for property located at 316 North 16th Avenue in Durant and more particularly described as:

As to Durant Lots 1-2, Block 374 in the City of Durant, County of Bryan, filed in Book 194, Page 596, records of said Bryan County, and more particularly described as follows: Being a part of Lots One (1) and Two (2) in Block 374, in the original Townsite of the City of Durant, Oklahoma; and more particularly described as follows: Beginning at the SE corner of Block 374, thence Northwardly on a 77°28' curve to the left, following the arc of a circle whose radius is 74.0 feet, for a distance of 107.36 feet; thence on a reverse curve, whose Degree is 52° 49', following the arc of a circle whose radius is 108.50 feet for a distance of 61.53 feet to the North line of Block 374, thence Eastwardly along the North line of said Block 374; for a distance of 125.60 feet to the Northeast corner of said Block 374; thence Southwardly along the East line of said Block 374 for a distance of 133.90 feet to the point of beginning.

As to Durant Lots 3-4, Block 374 in the City of Durant, County of Bryan, filed in Book 554, Page 378, records of said Bryan County, and more particularly described as follows: All of Block Three Hundred Seventy-four (374), in the City of Durant, Oklahoma, according to the United States Government Plat and Survey thereof, except that part of Lots One (1) and Two (2) thereof, deeded to the City of Durant, Oklahoma, by Warranty Deed recorded in Book 194 at Page 596 of the records of Bryan County, Oklahoma.

SECTION 4. That the zoning map is hereby amended as to replace A-1 General Agricultural District to the R-1 Single Family Residential District for property located at Washington Ave in Durant and more particularly described as:

Tract 1: The South 150.00 feet of the West 300.00 feet of the N/2 S/2 NW/4 SW/4 of Section 17, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma.

Tract 2: The West 442.00 feet of the N/2 S/2 NW/4 SW/4 of Section 17, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma.

Tract 3: A parcel of land being a part of the SW/4 of Section 17, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma; being more particularly described by metes and bounds as follows: Commencing at the NW/C SW/4 of said Section 17; Thence South 00 degrees 55 minutes 13 seconds East along West line SW/4 a distance of 659.97 feet to the NW/C N/2 S/2 NW/4 SW/4; Thence North 89 degrees 27 minutes 51 seconds East along North line thereof a distance of 442.00 feet to the Point of Beginning; Thence South 00 degrees 55 minutes 13 seconds East a distance of 196.80 feet; Thence South 84 degrees 09 minutes 30 seconds East a distance of 168.93 feet; Thence North 00 degrees 55 minutes 13 seconds West a distance of 215.56 feet to a point on the North line of the N/2 S/2 NW/4 SW/4; Thence South 89 degrees 27 minutes 51 seconds West along said North line a distance of 167.75 feet; back to the True Point of Beginning.

Tract 4: A parcel of land being a part of the SW/4 of Section 17, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma; being more particularly described by metes and bounds as follows: Commencing at the NW/C SW/4 of said Section 17; Thence South 00 degrees 55 minutes 13 seconds East along West line SW/4 a distance of 659.97 feet to the NW/C N/2 S/2 NW/4 SW/4; Thence North 89 degrees 27 minutes 51 seconds East along North line thereof a distance of 442.00 feet; Thence South 00 degrees 55 minutes 13 seconds East a distance of 196.80 feet to the Point of Beginning; Thence South 84 degrees 09 minutes 30 seconds East a distance of 168.93 feet; Thence North 00 degrees 55 minutes 13 seconds West a distance of 215.56 feet to a point on the North line N/2 S/2 NW/4 SW/4; Thence North 89 degrees 27 minutes 51 seconds East along said North line a distance of 327.96 feet; Thence South 00 degrees 58 minutes 26 seconds East a distance of 330.16 feet to a point on the South line N/2 S/2 NW/4 SW/4; Thence South 89 degrees 28 minutes 28 seconds West along said South line a distance of 496.02 feet; Thence North 00 degrees 55 minutes 13 seconds West a distance of 133.27 feet back to the True Point of Beginning.

Tract 5: The East 390.92 feet of the N/2 S/2 NW/4 SW/4 of Section 17, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma.

SECTION 5. That the zoning map is hereby amended as to replace A-1 General Agricultural District to the R-3 General Residential District for property described as:

A tract of land in Section 4, Township 7 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, more particularly described as follows: Beginning at a point on the Northline of Section 4 and the intersection with the East Right-of-Way line of U.S. Highway 78; thence East along said North line a distance of 806 feet; thence South and parallel with the West Section line a distance of 323.40 feet ; thence West and parallel with the North Section line a distance of 862 feet to a point on the East Right-of-Way line of said Highway; thence Northerly along the Easterly Right-of-Way line of said Highway to the Point of Beginning.

SECTION 6. That the zoning map is hereby amended as to replace from C-2, I-2, & R-3 to the C-2 Highway Commercial & Recreation District for several properties located at 3610 N 1st St. and in Durant and more particularly described as:

SEC 21-6-9 BEG 825'S, 50'E NW/C, E660', S200', W660', N200' POB 3.00 Acres
AND

SEC 21-6-9 A TRACT OF LAND BEING A PT OF THE NW OF SEC 21 DES AS BEG AT THE NW/C OF THE NW OF SAID SEC 21, TH S00.3422E ALONG THE W LINE OF THE NW 1025', TH N89.2538E 50' TO THE E ROW OF US HWY 69-75 SAID PT BEING POB, TH N89.2538E 265.87', TH S00.5325E 43.10', TH S50.0809W 110.26', TH S81.5525W 182.34' TO A PT ON THE E ROW OF US HWY 69-75, TH N00.3422W ALONG SAID ROW 136.73' BACK TO THE POB AND A PARCEL OF LAND BEING A PART OF THE NW/4 OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE NW/C OF THE NW/4 OF SAID SECTION 21; THENCE S 00°34'22" E ALONG THE WEST LINE OF THE NW/4 A DISTANCE OF 825.00 FEET; THENCE N 89°25'38" EA DISTANCE OF 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HIGHWAY 69/75 AND THE NORTHWEST CORNER OF A PARCEL FILED IN BOOK 1085 ON PAGE 670, BEING THE POINT OF BEGINNING; THENCE N 89°25'38" E ALONG THE NORTH BOUNDARY OF SAID PARCEL A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S 00°34'22" E ALONG THE EAST BOUNDARY OF SAID PARCEL A DISTANCE OF 200.00 FEET TO THE SE/C THEREOF; THENCE N 89°25'38" E ON THE EXTENSION OF THE SOUTH BOUNDARY LINE OF SAID PARCEL A DISTANCE OF 111.19 FEET; THENCE N 00°33'42" WA DISTANCE OF 268.63 FEET; THENCE S 89°24'32" WA DISTANCE OF 771.24 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HIGHWAY 69/75; THENCE S 00°34'22" E ALONG THE EAST RIGHT OF WAY A DISTANCE OF 68.38 FEET, BACK TO THE TRUE POINT OF BEGINNING. CONTAINING 1.72 ACRES MORE OR LESS AS THE CASE MAY BE.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY COLE CRAIGE, P.L.S. #1780, ON MAY 2, 2024, ALL BEARINGS ARE GRID BEARINGS (NAD 83 OK ZONE SOUTH) DERIVED BY DIFFERENTIAL G.P.S. THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS S 00°34'22" E ALONG THE WEST LINE OF THE NW/4 OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY OKLAHOMA

SECTION 7. For the immediate preservation of the peace, health, and safety of the City of Durant, Oklahoma and the inhabitants thereof, it is necessary that this ordinance shall become operative and go into effect immediately upon its passage, approval and publication.

PASSED AND APPROVED by the Mayor and City Council of the City of Durant this 17th day of September 2024.

Martin Tucker, Mayor
City Of Durant, Oklahoma

ATTEST:

Cynthia Price, City Clerk



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Executive Session for Confidential Communication with Attorney Concerning Pending Claim Against the City of Durant: Hammond v. City of Durant, Oklahoma (CJ-2022-165); (This Executive Session Authorized by Title 25, Section 307(B)(4) of the Oklahoma State Statutes).

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Action Pursuant to Agenda Item 5(a)

Council Information / Action Requested

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

ATTACHMENTS: